



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian National Maritime Museum**  
(AG2017/3076)

### **AUSTRALIAN NATIONAL MARITIME MUSEUM ENTERPRISE AGREEMENT 2017-2020**

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 4 SEPTEMBER 2017

*Application for approval of the Australian National Maritime Museum Enterprise Agreement  
2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian National Maritime Museum Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian National Maritime Museum. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Australian National Maritime Museum. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 September 2017. The nominal expiry date of the Agreement is 11 September 2020.



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## Annexure A

### Annexure A

#### **AG2017/3076 - Australian National Maritime Museum Enterprise Agreement 2017 - 2020 - Application for approval by the Fair Work Commission**

I, Peter Rout, Assistant Director, Australian National Maritime Museum (Museum), being an officer authorised by the Director of the Museum to act as employing authority for the Museum under the *Fair Work Act 2009*, give the following undertakings on behalf of the Commonwealth in relation to the Australian Maritime Museum Enterprise Agreement 2017 - 2020:

1. An APS trainee will be paid salary at the relevant rate set out in Schedule D of the Australian Public Service Enterprise Award 2015.
2. A part-time employee employed at the APS 1 or APS 2 level is entitled to be paid overtime for all work performed at the direction of management which is outside the employee's agreed regular hours of work on any day.
3. An employee employed at the APS 1 to 6 level who is not required to work overtime but who works ordinary hours on a Saturday is entitled to be paid for those hours at no less than the hourly rate for shift work on a Saturday that is set out in Schedule A.4 of the Australian Public Service Enterprise Award 2015 that is relevant to their level.
4. An employee employed at the APS 1 to 6 level who is not required to work overtime but who works ordinary hours on a Sunday is entitled to be paid for those hours at no less than the hourly rate for shift work on a Sunday that is set out in Schedule A.4 of the Australian Public Service Enterprise Award 2015 that is relevant to their level.
5. An employee engaged on or after 12 October 1998 who is employed at the APS 1 or 2 level and who is required to work shift work is entitled to a loading of 50% for shift work on a Saturday, 100% for shift work on a Sunday and 150% for shift work on a Public Holiday.
6. An employee engaged on or after 12 October 1998 who is employed at the APS 1 or 2 level and is required to work shift work, ie, regular hours of work any part of which falls after 1800 and before 0630, for a fixed period, is entitled to a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid to the employee if the shift is for 4 continuous weeks and falls between the hours of 1800 and 0800.

Signed:



Peter Rout  
c/- Wharf 7, 58 Pirrama Road, Pyrmont, NSW 2009

Dated:

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



**AUSTRALIAN  
NATIONAL MARITIME  
MUSEUM**

**ENTERPRISE AGREEMENT  
2017 - 2020**

6 July 2017

## ENTERPRISE AGREEMENT 2017 - 2020

By signing below, the employer and the employee representative/s bound by this agreement signify their agreement to its terms:

For and on behalf of the Australian National Maritime Museum



*Signature:*

*Name:* Kevin Sumption

*Position:* Director  
Australian National Maritime Museum,  
Wharf 7, 58 Pirrama Road  
Pyrmont, NSW 2009

*Dated:*

Signed for, and on behalf of, the Community and Public Sector Union as a bargaining representative



*Signature:*

*Name:* Beth Vincent-Pietsch

*Position:* Deputy Secretary  
CPSU

*Dated:*

LI, 40 BRISBANE AVENUE, BARTON, ACT 2600  
28<sup>th</sup> August 2017

## TABLE OF CONTENTS

### **PART A: INTRODUCTION**

CLAUSE	TITLE	PAGE
1	<u>Title</u>	4
2	<u>Purpose of Agreement</u>	4
3	<u>Consultation</u>	4
4	<u>Joint Consultative Council</u>	5
5	<u>Employee Representation</u>	5

### **PART B: SCOPE OF THE AGREEMENT**

6	<u>Coverage &amp; Persons Bound</u>	6
7	<u>Commencement &amp; Durations</u>	6
8	<u>Operation of Agreement</u>	6
9	<u>Individual Flexibility Arrangements</u>	6

### **PART C: REMUNERATION & PERFORMANCE MANAGEMENT**

10	<u>Salary Rates</u>	8
11	<u>Salary Increase</u>	8
12	<u>Payment of Salary</u>	8
13	<u>Method of Payment</u>	8
14	<u>Salary Packaging</u>	9
15	<u>Non-Ongoing Employees</u>	9
16	<u>Progression Within the Pay Scale</u>	9
17	<u>Movements Between APS Agencies</u>	10
18	<u>Payment on Death</u>	10
19	<u>Classification Review</u>	10
20	<u>Studies Assistance</u>	10
21	<u>ANMM Performance Management Plan (PMP)</u>	11
22	<u>Managing Underperformance</u>	11
23	<u>Superannuation</u>	12

### **PART D: SHIFT WORK, OVERTIME & ALLOWANCES**

24	<u>Shift Work</u>	13
25	<u>Overtime</u>	13
26	<u>Emergency Duty</u>	14
27	<u>Extra Dependant Care Costs</u>	14
28	<u>Meal Allowance</u>	14
29	<u>Higher Duties Allowance</u>	15
30	<u>Motor Vehicle Allowance</u>	15
31	<u>Disability Allowance</u>	15
32	<u>First Aid Allowance</u>	15
33	<u>Fire Warden Allowance</u>	15
34	<u>Loss or Damage to Clothing</u>	16
35	<u>Community Language Allowance</u>	16

CLAUSE	TITLE	PAGE
36	<u>Air Travel</u>	16
37	<u>Domestic Travelling Allowance</u>	17
38	<u>Overseas Travelling Allowance</u>	17
39	<u>Relocation Assistance</u>	17

#### **PART E: WORKING ARRANGEMENTS**

40	<u>Regular Working Hours</u>	18
41	<u>Flexible Working Hours</u>	19
42	<u>Part-Time Work &amp; Job Sharing</u>	19
43	<u>Working from Home</u>	20
44	<u>Arrangements to Assist Staff in Crisis</u>	20

#### **PART F: LEAVE ARRANGEMENTS**

45	<u>Recreation Leave</u>	21
46	<u>Purchased Leave</u>	21
47	<u>Personal Leave</u>	22
48	<u>Compassionate Leave</u>	23
49	<u>War Service Sick Leave</u>	23
50	<u>Defence Reservists Leave</u>	23
51	<u>Community Service Leave</u>	24
52	<u>Cultural Leave</u>	24
53	<u>Miscellaneous Leave</u>	25
54	<u>Long Service Leave</u>	25
55	<u>Maternity Leave</u>	25
56	<u>Adoption &amp; Foster Carer's Leave</u>	25
57	<u>Parental Leave</u>	26
58	<u>Portability of Leave</u>	26
59	<u>Public Holidays</u>	26

#### **PART G: WORKING ENVIRONMENT**

60	<u>Work, Health and Safety</u>	27
61	<u>Eyesight Testing</u>	27
62	<u>Vaccinations</u>	27
63	<u>Employee Assistance Programs</u>	28

#### **PART H: REDEPLOYMENT, REDUNDANCY & RESIGNATION**

64	<u>Application</u>	29
65	<u>Excess Employee</u>	29
66	<u>Consultation</u>	29
67	<u>Voluntary Redundancy &amp; Consideration Period</u>	30
68	<u>Involuntary Redundancy &amp; Retention Period</u>	30
69	<u>Redundancy Payment</u>	31
70	<u>Resignation</u>	32

CLAUSE	TITLE	PAGE
--------	-------	------

<b>PART I: <u>DISPUTE SETTLING PROCEDURES</u></b>
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71	<u>Dispute Settling Procedures</u>	33
72	<u>Review of Decision to Terminate Employment</u>	34

<b>ATTACHMENTS</b>
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A	<u>Salary Rates</u>
B	<u>Supported Salary Payments for Employees with a Disability</u>
C	<u>Definitions</u>



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## **PART A: INTRODUCTION**

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### **1 Title**

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- 1.1 This Agreement will be known as the Australian National Maritime Museum Enterprise Agreement 2017 – 2020.

### **2 Purpose of Agreement**

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- 2.1 The purpose of this Agreement is to establish the employment terms and conditions of the Australian National Maritime Museum employees which will enable the Museum to perform its functions under the *Australian National Maritime Museum Act 1990*.

### **3 Consultation**

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- 3.1 The ANMM will consult with its employees if it has made a definite decision to introduce major change to its processes, programs, organisation, structure and/or technology, or proposes to change rosters or ordinary hours of work, that is likely to have a significant effect on them.
- 3.2 A major change may have a significant effect if it results in; termination; a major change to the composition, operation, or size of the workforce, a change in skills required; the elimination or diminution of job opportunities (including opportunities for promotion or tenure); the alteration of the hours of work; the need to retrain; the need to relocate; and/or, a requirement to restructure work.
- 3.3 For a change, referred to above, the ANMM will notify the affected employees of the decision. The affected employees may appoint a representative for the purposes of the procedures in this term. If the affected employees appoint a representative for the purposes of consultation, and the employees advise the ANMM of the identity of the representative then the ANMM will recognise that representative.
- 3.4 As soon as practical, after a decision is made by the ANMM to introduce major change, or it proposes to change rosters or hours of work, it will meet, and discuss, with affected employees the introduction of the change, the effect the change is likely to have, and the measures that are being taken to mitigate the adverse effects of the change.
- 3.5 For the purposes of discussion, the ANMM will provide in writing to the affected employees, all relevant information about the change including the nature of the change proposed, the expected effects of the change on the employee/s, and any other matter likely to affect the employee/s.

- 3.6 The ANMM is not required to disclose confidential or commercially sensitive information related to the proposed change/s.
- 3.7 The ANMM will give prompt and genuine consideration to matters raised about major changes, or proposed changes to rosters or hours of work, by the affected employee/s.

#### **4 Joint Consultative Council**

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- 4.1 The formal consultative mechanism will be the Joint Consultative Council (JCC) which will consist of three management representatives and three employee representatives elected by ballot.
- 4.2 The JCC will meet at least three times each year. Additional meetings of the full JCC, or part thereof, can be held at the request of either the management or employee representatives.
- 4.3 The ANMM will consult with the JCC on any new, or amended, policies that support the operation of this Agreement. Any feedback from the JCC will be considered by the Director before these policies are introduced.
- 4.4 The JCC will be governed by a Terms of Reference. Any changes to the JCC Terms of Reference will be subject to consultation and agreement with JCC representatives.

#### **5 Freedom of Association and Representation**

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- 5.1 An employee has the right to freely associate, including the right to become, or not become, a member of an industrial association, and be involved in lawful industrial action in accordance with the *Fair Work Act 2009*.
- 5.2 In matters arising under this Agreement, an employee may choose to have a representative, which may be a union representative, to assist, represent, or advocate on their behalf. The ANMM and the employee's representative will deal with each other in good faith.
- 5.3 The role of workplace representatives will, otherwise, be respected and facilitated in accordance with the *Fair Work Act 2009*.
- 5.4 Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. The ANMM recognises that employees perform these roles in addition to their usual roles. The ANMM, at its discretion, will provide support to employees where they are required to perform these roles. Where an employee receives an allowance for the performance of an additional role, they will be provided with appropriate time and training to enable them to perform these roles effectively. The ANMM may approve other training to support employees where this is appropriate.

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## **PART B: SCOPE OF THE AGREEMENT**

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### **6 Coverage & Persons Bound**

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- 6.1 This agreement is an Enterprise Agreement made under s.172(2) of the *Fair Work Act 2009*, and will apply to and cover:
- (a) the Director of the Australian National Maritime Museum;
  - (b) employees employed under the *Public Service Act 1999* by the Australian National Maritime Museum, other than SES employees; and,
  - (c) an employee organisation that Fair Work Commission has noted in its decision to approve this Agreement that the Agreement covers the organisation.

### **7 Commencement & Duration**

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- 7.1 This Agreement will come into operation seven days after it is approved by Fair Work Commission and will expire three years from this date.

### **8 Operation of Agreement**

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- 8.1 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law.
- 8.2 For the assistance and guidance of supervisors and employees, particular policies and guidelines are identified in the relevant clause. These policies and guidelines do not form part of this agreement. If there is any inconsistency between the policies and guidelines and the express terms of this agreement, the express terms of the agreement will prevail.

### **9 Individual Flexibility Arrangements**

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- 9.1 Notwithstanding any other provision of this Agreement, the ANMM and an individual employee may agree to vary remuneration and the application of certain terms of this Agreement to meet the genuine needs of the ANMM and the employee.
- 9.2 The terms the ANMM and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) remuneration;

- (e) allowances; and,
  - (f) leave
- 9.3 The arrangement between the ANMM and the employee must be confined to matters permitted under s.172 of the *Fair Work Act 2009*, must not include unlawful terms as defined by s.194, and must result in the employee being better off overall than the employee would have been if no arrangement was agreed to.
- 9.4 The arrangement between the ANMM and the individual employee must also:
- (a) be genuinely agreed by the ANMM and the employee;
  - (b) be in writing, name the parties, and be signed by the ANMM and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian;
  - (c) state each term of this Agreement that the ANMM and the employee have agreed to vary;
  - (d) detail how the application of each term has been varied by agreement between the ANMM and the employee;
  - (e) detail how the arrangement results in the employee being better off overall in relation to the employee's terms and conditions of employment; and,
  - (f) state the date the arrangement commences to operate.
- 9.5 The ANMM must give the employee a copy of the flexibility arrangement within 14 days after it is agreed to.
- 9.6 The agreement may be terminated:
- (a) by the ANMM or the employee giving 28 days' notice of termination, in writing, to the other party and the arrangement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the ANMM and the employee.

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## **PART C: REMUNERATION & PERFORMANCE MANAGEMENT**

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### **10 Salary Rates**

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- 10.1 Attachment A details the salary rates payable to employees.
- 10.2 Supported salary rates and conditions of employment as set out in Attachment B shall apply to an employee with a disability who is eligible for consideration under the supported wage system.
- 10.3 Junior rates of pay will be calculated as a percentage of the minimum APS Level 1 adult salary as follows:
- |               |     |
|---------------|-----|
| Under 18 year | 60% |
| at 18 years   | 70% |
| at 19 years   | 81% |
| at 20 years   | 91% |

### **11 Salary Increase**

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- 11.1 Employees will receive a 3% pay increase in actual base rates of pay with effect from the date the Agreement comes into operation. This increase will be paid from the first full pay period on or after this date.
- 11.2 Employees will receive a further 2% pay increase 12 months after the commencement of this agreement, and a further 1% 18 months after the commencement date, and will be paid these increases from the first full pay period after each of these dates.

### **12 Payment of Salary**

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- 12.1 Employees will be paid fortnightly in accordance with the following formula

$$\text{Fortnightly Pay} = \text{Salary} \times 12/313$$

### **13 Method of Payment**

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- 13.1 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution of their choice.

### **14 Salary Packaging**

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- 14.1 Employees may choose to sacrifice part of their salary for a non-cash benefit, subject to compliance with any Government directives and taxation legislation.

- 14.2 Salary packaging services are provided to employees by a single service provider. More information regarding the services provided may be found in the relevant section of the ANMM's Salary Sacrifice policy and guidelines.
- 14.3 Any fringe benefits tax and administration costs incurred as a result of the employee's remuneration packaging arrangements will be met by the employee on a salary sacrifice basis.
- 14.4 Where an employee chooses to sacrifice their salary, their pre-sacrifice salary will be considered as salary for all purposes including superannuation, severance and termination purposes

## **15 Non-Ongoing Employees**

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- 15.1 Casual employees, who are non-ongoing employees engaged on an irregular or intermittent basis, shall receive a 20% loading on their salary in lieu of access to all forms of paid leave (other than long service leave) and payment for public holidays on which the employee is not rostered to work.
- 15.2 A non-ongoing part-time employee who is required to perform duty in excess of their regular hours on a Monday to Friday may accrue flexitime or be paid at single time until they have worked the hours of a standard full-time week, ie, 36 hours and 45 minutes.
- 15.3 Where a non-ongoing part-time employee is required to work overtime on a Saturday, Sunday or Public Holiday, or has completed the equivalent hours of a standard week or has worked outside the standard day, the overtime provisions are applicable.
- 15.4 A non-ongoing employee, employed on a full or part time basis, will be given notice of the date upon which his or her employment will end. One week's notice will be given for a period of employment less than 6 months and two weeks' for a period of more than 6 months.

## **16 Progression Within the Pay Scale**

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- 16.1 An employee demonstrating effective or higher performance for 12 months at a particular pay point will be eligible to progress one pay point within the employee's classification pay scale.
- 16.2 An employee demonstrating effective or higher performance while performing duties of a higher classification for more than 261 regular working days, or the part-time equivalent, will be eligible to progress one pay point within the higher classification pay scale.
- 16.3 Where the employee is promoted and has previously acted at the classification level of the promotion and attained a higher point in the range, salary payable on promotion will be at least at the point attained.

- 16.4 Where a non-ongoing employee is engaged for separate periods of employment at the same or higher classification level, periods of service will count towards progression within the pay scale providing the breaks in the periods of service are less than two months.
- 16.5 An employee may be able to progress two pay points subject to meeting relevant requirements. Further information may be found in the ANMM's performance management policy and guidelines.

## **17 Movements Between APS Agencies**

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- 17.1 An APS employee moving to the ANMM to a position at his or her current APS classification, whose salary in their previous agency exceeds the current maximum of the APS classification in this agreement, may be maintained on their current salary until such time as their salary is absorbed by ANMM pay increases.

## **18 Payment on Death**

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- 18.1 Where an employee dies, or the Director directs that an employee will be presumed to have died on a particular date, the Director may authorise a payment of the amount which the former employee would have been entitled had he or she ceased employment on resignation or retirement. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 18.2 Payment of an amount authorised by the Director under clause 18.1 shall be made to the Executor of the former employee's estate, the administrator of the former employee's estate, the Public Trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

## **19 Classification Review**

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- 19.1 An employee who believes the job they undertake is classified at the incorrect level may request a review. The review process to be followed may be found in the relevant section of the ANMM's Job Evaluation procedure.

## **20 Studies Assistance**

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- 20.1 The ANMM is committed to developing its workforce and enhancing future employment opportunities for its employees by providing studies assistance.
- 20.2 In balancing the requirements of the ANMM and meeting the development needs of its employees, the ANMM will provide assistance with learning and development opportunities that:
- (a) have a clear connection with the ANMM's functions and objectives

- (b) have a direct link to performance management plans; and,
  - (c) assist the employee's ongoing career development.
- 20.3 If an employee elects to participate in an approved secondment or exchange program, the ANMM may assist by meeting airfare and accommodation costs it determines that are reasonable in relation to the program they are undertaking.

## **21 ANMM Performance Management Plan (PMP)**

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- 21.1 The ANMM's performance management plan provides a mechanism for the establishment and recording of individual employee's performance objectives at the beginning of each cycle, a review at mid cycle, and for a performance assessment at the end of the cycle.
- 21.2 Incremental salary advancement will be dependent on the achievement of a PMP assessment rating of 'effective'.

## **22 Managing Underperformance**

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- 22.1 Underperforming employees will be dealt with fairly and promptly and will be given assistance, and the opportunity, to improve their performance to an acceptable level.
- 22.2 Where an employee's performance consistently falls below the required standard despite attempts to improve performance under the ANMM's performance management system, using a performance improvement plan developed in consultation with the employee, the following procedures may apply.
- 22.3 The manager will provide an underperforming employee with a written warning of the need for his or her performance to improve. The warning will specify;
  - (a) the acceptable standard of work;
  - (b) how the employee's work does not meet the standard; and
  - (c) the period, of not less than 4 weeks, during which the employee's performance will need to improve, (the assessment period).
- 22.4 During the assessment period, the manager will assess the employee's performance on a fortnightly basis and prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the manager's progress report.
- 22.5 If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.



- 22.6 If at the end of the assessment period, the employee's performance fails to meet the expected standard, the Director may issue a Notice of Intention to:
- (a) re-assign duties;
  - (b) reduce the employee's classification; or,
  - (c) terminate the employee on the grounds of unsatisfactory performance.
- 22.7 The employee will have seven days to show cause why this action should not be taken. The Director has the discretion to extend this period in special circumstances.
- 22.8 The Director, having considered any representation submitted, may affect the re-assignment of duties at the same or reduced classification level of the employee or issue a notice of termination.
- 22.9 Employees may seek the assistance of a representative of their choice at any stage of the above process.
- 22.10 More information regarding the management of underperformance may be found in the ANMM's performance management and improvement policies

## **23 Superannuation**

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- 23.1 The ANMM will provide an employer superannuation contribution of 15.4%, (calculated on the basis of Ordinary Time Earnings), if the Employee is eligible for membership of the Public Sector Superannuation Accumulation Plan, PSS (Ap)
- 23.2 An Employee who is not eligible for membership will receive superannuation entitlements in accordance with the applicable Commonwealth legislation.
- 23.3 If the Employee chooses an approved fund other than the PSS (Ap), the amount of the employer contribution will be based on 15.4% of the Employee's Fortnightly Contributory Salary (FCS), or an identical amount to which otherwise would be paid into the PSS (Ap).
- 23.4 Employees who are members of the defined benefit schemes, Public Service Scheme, (PSS), and Commonwealth Superannuation Scheme, (CSS), will be paid an employer contribution in accordance with the applicable legislation and fund requirements.

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## **PART D: SHIFT WORK, OVERTIME & ALLOWANCES**

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### **24 Shift Work**

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- 24.1 Employees engaged prior to 12 October 1998 and required to work shift work, ie, regular hours of work any part of which falls after 1800 and before 0630, for a fixed period, will be paid a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid if the shift is for 4 continuous weeks and falls between the hours of 1800 and 0800.
- 24.2 If employees are required to work a shift which includes a Saturday or a Sunday they will be paid a loading of 50% and 100% respectively for the work performed on those days. A loading of 150% will be paid for shift work performed on a Public Holiday.
- 24.3 Employees engaged on or after 12 October 1998 and required to work shift work, ie, regular hours of work any part of which falls after 1900 and before 0700, for a fixed period, will be paid a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid if the shift is for 4 continuous weeks and falls between the hours of 1900 and 0600.
- 24.4 If employees are required to work shifts on a Saturday, Sunday or Public Holiday; they will be paid a loading of 50%.
- 24.5 Overtime rates will apply where employees are directed to work additional hours at the conclusion of their shift.

### **25 Overtime**

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- 25.1 Overtime is work performed at the direction of management by employees other than Executives Level 1 and 2 outside the employee's regular work hours or where the employee has worked in excess of 11 hours on the day.
- 25.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. More information regarding the administration of overtime may be obtained from the Human Resources Section.
- 25.3 Time spent travelling to or from work will not count as part of an additional duty attendance. There will be a minimum amount of two hours paid for each separate attendance for overtime.
- 25.4 Time in lieu is the standard form of compensation for all overtime, subject to the provisions below.

25.5 Where overtime is performed, time in lieu is accumulated at the following rates;

- (a) time and a half for the first three hours and double time thereafter for all overtime, Monday to Saturday, other than public holidays;
- (b) double time for all overtime on Sunday;
- (c) time and a half for all overtime during regular hours on a public holiday; and
- (d) double time and a half for all overtime outside regular hours on a public holiday; and
- (e) time in lieu at single time is applicable where a public holiday falls on an employee's regular day off and they are not required to attend for duty. This does not apply to Easter Saturday.

25.6 Where an employee has been unable to take time in lieu within three months, or leaves the ANMM and is unable to take time in lieu, payment of the overtime will be authorised.

25.7 Where an employee works overtime he or she will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.

## **26 Emergency Duty**

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26.1 Where an employee, (APS 1 to 6 level), is recalled to duty to attend to emergency, at a time which is outside the employee's regular working hours, and where the employee was not given notice that they would be recalled, the employee will receive a payment of no less than two hours at double time.

## **27 Extra Dependant Care Costs**

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27.1 The Director may authorise reimbursement of reasonable dependent care costs incurred as a consequence of an employee being directed to undertake business travel or to work hours in addition to their agreed regular hours.

27.2 Reimbursement of such costs will be subject to the employee obtaining prior approval from their Division Head, and on the presentation of receipts, or other satisfactory evidence, of the extra costs incurred.

## **28 Meal Allowance**

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28.1 Where employees work approved overtime outside their regular working hours, and this overtime extends over a meal allowance period, they will be eligible for a meal allowance of \$30.05, or as varied from time to time by an Australian Taxation Office Determination.

The meal allowance periods are as follows:

0700 to 0900

1200 to 1400

1800 to 1900

0000 to 0100

- 28.2 A meal allowance is not payable where a meal has been provided.

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## **29 Higher Duties Allowance**

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- 29.1 Employees required to undertake work at a higher level will be paid at the higher level for work performed where the vacancy is for a period of at least ten continuous working days, or the part-time equivalent, including where the usual occupant is on flex leave and public holidays.
- 29.2 Part-time employees undertaking temporary assignment of duties at a higher classification will be paid on a pro-rata basis.
- 29.3 If a position is vacant for ten working days, or more, and the temporary assignment of duties is to be shared between two or more people, each occupant will be eligible for payment of temporary assignment of duties allowance for the period of their performance.

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## **30 Motor Vehicle Allowance**

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- 30.1 The Director may authorise an employee to use a privately owned vehicle for official purposes when it will be more cost efficient. When so authorised, an employee will be entitled to a motor vehicle allowance, more information on which may be found in the ANMM's Domestic Travel policy and guidelines.

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## **31 Disability Allowance**

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- 31.1 In unusual or exceptional circumstances where an employee is exposed to a working environment that causes inconvenience, or discomfort, then the Director may authorise the payment of an allowance or hourly rate to apply for the duration that the employee is inconvenienced while continuing to work.

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## **32 First Aid Allowance**

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- 32.1 Employees who possess a current First Aid Certificate, and perform the role of a First Aid Officer, will be entitled to be paid a first aid allowance of \$35.72 per fortnight. This allowance will increase to \$36.43 effective 12 months after commencement of this Agreement and to \$36.79 effective 18 months after commencement.

### **33 Fire Warden Allowance**

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- 33.1 Employees who perform the role of a Fire Warden, having completed on site training and being assessed as competent, will be entitled to be paid an allowance of \$35.72 per fortnight. This allowance will increase to \$36.43 effective 12 months after commencement of this Agreement and to \$36.79 effective 18 months after commencement. An employee cannot receive both a first aid allowance and a fire warden allowance.

### **34 Loss or Damage to Clothing**

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- 34.1 The Director may approve reimbursement of reasonable expenses for loss or damage to clothing or personal effects which occurred in the course of an employee's work.

### **35 Community Language Allowance**

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- 35.1 Where there is an identifiable and continuing need for particular language skills, and an employee possesses the required level of competency to provide client or employee services in languages other than English, the Director may approve the payment of an allowance to the employee at the following rates:

	First year	Second Year (and subsequent years of the entitlement)
Rate 1:	\$ 656 pa	\$ 683 pa
Rate 2:	\$1,311 pa	\$1,364 pa

- 35.2 More information on the administration of this allowance may be obtained from Human Resources.

### **36 Air Travel**

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- 36.1 Employees are entitled to economy class air travel when required to travel on business within Australia.
- 36.2 Employees are entitled to business class when required to travel on business overseas. Employees however may agree to travel economy class if requested by the ANMM.
- 36.3 If an employee undertakes an overseas flight on business, with a continuous travel time of more than 12 hours, then the employee will be entitled to a rest period, as determined by the ANMM, before commencing duty at the destination or at the ANMM after the return flight.
- 36.4 If the continuous travel time exceeds 24 hours then an additional rest period may be approved by the ANMM.
- 36.5 A rest period is defined as a period of sufficient duration to enable overnight rest, but not longer than 24 hours.

### **37 Domestic Travelling Allowance**

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- 37.1 An allowance will be payable, in advance, to an employee who travels on official business and is required to meet accommodation, meal and incidental costs incurred while travelling.
- 37.2 The Director may, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Travelling Allowance.
- 37.3 Where an employee does not undertake the anticipated travel, or undertakes travel for a lesser period, he or she will repay the allowance paid for the travel not undertaken.
- 37.4 Where an employee is provided with either accommodation or meals, and/or both, then the employee will be paid a reduced allowance.
- 37.5 More information relating to domestic travel allowance, including the amounts payable, may be found in the ANMM's domestic travel policy and guidelines.

### **38 Overseas Travelling Allowance**

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- 38.1 Where an employee is required to travel overseas on ANMM business, they will be provided with an acquitable cash advance to cover expenses expected to be incurred in the course of their travel.
- 38.2 The Director may, subject to the presentation of receipts, or other satisfactory evidence, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the cash advance. Any unspent portion of the advance must be repaid by the employee.
- 38.3 More information relating to overseas travel, and recall to duty while overseas, may be found in the ANMM's Overseas Travel and Recall to Duty Policy.

### **39 Relocation Assistance**

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- 39.1 The Director may determine the extent of any financial assistance for relocation from one locality to another upon promotion, engagement, re-assignment of duties or movement between agencies.

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## PART E: WORKING ARRANGEMENTS

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### 40 Regular Working Hours

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- 40.1 Regular working hours are an employee's agreed daily hours of work, which must be worked between 0700 and 1900, (on any day of the week), and must, for full time employees, total 147 hours in any four week period, including leave.
- 40.2 All employees agree to work an additional 4 minutes, each day, on completion of their regular working hours. In return, a full-time employee will be entitled to take two working days off on pay between Christmas and New Year's Day. Part time employees will be entitled to take time off equivalent to their accrued extra time.
- 40.3 There will be no deduction of leave credits for the two paid days off between Christmas and New Year's day unless an employee is on maternity leave, leave without pay or long service leave which extends from before Christmas Day until after New Year's Day.
- 40.4 If an employee is unable to take time off between Christmas and New Year's Day due to the ANMM's operational requirements, the employee will be entitled to take two days at later time agreed with their supervisor.
- 40.5 Leave accruals and deductions, deductions for unauthorised absences, deductions for participation in industrial action, and calculations relating to overtime and part-time hours will continue to be based on a standard day of 7 hours and 21 minutes.
- 40.6 An unpaid meal break of at least 30 minutes must be included after five continuous hours of work. The maximum daily regular hours are 11 hours. An employee will not be required to work more than 10 consecutive days without a day off.
- 40.7 An employee may refuse to work additional hours that are determined to be unreasonable as defined in the *Fair Work Act 2009*.
- 40.8 An employee's regular hours can be changed by agreement, with the employee's supervisor, to take effect from the next settlement period. Where no agreement is reached, the employee's regular hours will be 0830 to 1230 and 1330 to 1651 on the days of the week that they work.
- 40.9 Leave will be credited and debited on the basis of an employee's regular hours.
- 40.10 New employees may be recruited on the basis that they work on any day of the week, in a mutually agreed pattern, in accordance with clauses 40.1 and 40.2.

## **41 Flexible Working Hours**

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- 41.1 The flexible working hours scheme, flex-time, is available to ANMM employees occupying positions classified in APS 1 to APS 6 range.
- 41.2 The bandwidth for normal working hours is 0700 to 1900 Monday to Sunday. Under the flex-time scheme, subject to the supervisor's approval, an employee may commence and finish work at any time within this bandwidth.
- 41.3 Where an employee works more than their regular hours on a day they can accumulate flex credits equivalent to the extra time worked, noting that an employee shall not work more than eleven hours in any one day, and must not work more than five hours without a meal break of at least thirty minutes.
- 41.4 Flex leave is where an employee, with prior approval of the supervisor, works less than their regular hours on any day, and therefore incurs a flex debit.
- 41.5 Employees participating in the flex-time scheme must record their times of attendance on a daily basis, including their flex credits and debits, and submit these records on a monthly basis to their supervisor.
- 41.6 The maximum flex credit and flex debit that may be carried forward at the end of each month are 40 hours and 10 hours respectively.
- 41.7 Flex credits are not payable on resignation, retirement or termination from the ANMM, however, flex debits will be deducted from final monies.
- 41.8 An employee's ability to participate in the flex-time scheme is conditional on the employee's compliance with the conditions and the administration of the scheme.
- 41.9 More information regarding the operation of the flex-time scheme may be obtained from Human Resources.

## **42 Part-Time Work & Job Sharing**

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- 42.1 A part-time employee is one who's agreed regular hours of work are less than 147 hours over the four week settlement period. A minimum of three hours are to be worked consecutively on any day.
- 42.2 Part-time employees must work a standard week, ie, 36 hours 45 minutes before being eligible to work overtime/and or accrue Time Off in Lieu (TOIL)
- 42.3 Remuneration and other entitlements for part-time employees will be calculated on a pro-rata basis, apart from expense related allowances and reimbursements, where part-time employees will receive the same amount as full-time employees.
- 42.4 A part-time employee may access the flex-time scheme subject to the agreement of their supervisor.



- 42.5 The introduction, extension, variation or cessation of part-time employment may be initiated by either management or an employee. Except when an agreement to work part-time or full time work expires, an employee will not be required to convert from full-time to part-time work or from part-time to full-time work, without his or her agreement.
- 42.6 Job sharing, initiated by two employees at the same classification, who would like to share a full time job, may be approved by the Director.
- 42.7 Wherever possible, the ANMM will agree to requests for regular part-time work from an employee returning directly from maternity, adoption or foster carer's leave, or parental leave, if the employee is the primary care giver, for a period of two years after the employee's return to work up to a maximum of three years after the child's birth or placement.
- 42.8 An employee may request flexible working arrangements in accordance with the provisions of the National Employment Standards.

#### **43 Working from Home**

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- 43.1 An employee may be authorised by the Director, on recommendation of their Division Head, to work from home in exceptional circumstances, eg, when an employee is required to care for an ill dependant. This arrangement does not extend to studying from home.
- 43.2 Applications shall be made in writing and submitted to the employee's supervisor. The supervisor will consider each application on its merits and will make a recommendation, which considers the impact on efficient operations, to the Division Head. The employee will be advised in writing of the decision.
- 43.3 Working from home will only be permitted if the home work site is assessed by the ANMM's WHS consultant as safe for work and is secure.
- 43.4 In the event of a change in circumstance, eg, the requirement to extend a work from home period, the employee shall contact their supervisor as soon as practicable to advise of the change and confirm the ability to continue to work productively.

#### **44 Arrangements to Assist Staff with Personal Commitments or in Crisis**

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- 44.1 In general, the ANMM recognises that employees have personal commitments and will endeavour to provide flexible working arrangements that will assist employees to balance their personal and work commitments.
- 44.2 When an employee has an urgent requirement for leave to attend to a personal crisis the Director may approve a temporary working arrangement such as working from home, part-time work, or job share to assist the employee.

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## **PART F: LEAVE ARRANGEMENTS**

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### **45 Recreation Leave**

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- 45.1 A full time employee is entitled to 20 days' paid recreation leave for each full year of service. Leave accrues progressively. A shift worker is entitled to a further five days' paid recreation leave for each full year of service. A part time employee accrues leave pro rata based on the regular hours worked.
- 45.2 Recreation leave will not accrue during any period of unauthorised absence or leave without pay that does not count as service.
- 45.3 Accrued leave entitlements may be taken at any time with the approval of the employee's supervisor.
- 45.4 Where a designated public holiday occurs, for which the employee is entitled to payment, during any period of recreation leave, the period of the holiday is not deducted.
- 45.5 Where the recreation leave of an employee is cancelled, or an employee is recalled to duty, the employee will be re-credited their recreation leave not taken and reimbursed reasonable costs incurred as a direct result of the recall to duty, and that cannot be recovered from other sources, eg, travel insurance.
- 45.6 If an employee has excess recreation leave credits, ie, more than 40 days' credit accrued for a full time employee, (pro rata credit for a part time employee), the employee may be directed onto recreation leave for a period not exceeding 1/4 of the amount accrued.
- 45.7 The Director may, in exceptional circumstances, allow an employee to accrue leave entitlements in excess of 40 days.

### **46 Purchased Leave**

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- 46.1 An employee may elect to purchase up to 20 days additional leave per year.
- 46.2 Purchased leave will not affect entitlements for other forms of leave or an employee's continuity of service.
- 46.3 More information regarding the purchase of additional leave may be found in the relevant section of the ANMM's Purchased Leave Policy.
- 46.4 An employee approaching retirement may apply to work for a further four years with a proportion of their salary withheld over that time to fund a period of leave in the fifth year.

- 46.5 With the approval of the Director, the employee's salary can be withheld at a rate of 10% per annum for four years to fund six months' leave or at a rate of 20% per annum for four years to fund 12 months' leave. The withheld salary will be repaid in the fifth year in equal instalments, fortnightly, for the period of the leave.
- 46.6 Purchased leave for retirement counts as service for recreational leave accrual purposes. It does not count as service for long service accrual purposes.
- 46.7 An employee will be reimbursed the balance of any withheld salary for unused purchased leave on the date their employment ends with the ANMM.

#### **47 Personal Leave**

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- 47.1 An ongoing full-time employee will be credited with paid personal leave of 147 hours on appointment. A further 147 hours will be credited on completion of each 12 month period of service thereafter, and is cumulative. A part-time employee will be credited with paid personal leave on a pro rata basis on appointment and completion of each 12 month period of service.
- 47.2 Non-ongoing employees will accrue 36 hours 45 minutes' personal leave credit at the beginning of each three months service in the first year of service. On the completion of 12 months' continuous service a further 147 hours' personal leave will be credited. A non-ongoing part-time employee will be credited with paid personal leave on a pro rata basis at the beginning of each three months service in the first year and after the completion of 12 month's continuous service.
- 47.3 Non-ongoing employees appointed within the first 12 months of continuous service will have personal leave credits determined as if they commenced ongoing employment on the commencement of their non-ongoing employment.
- 47.4 An employee's application for personal leave may be approved by the Director, or delegate, in the following circumstances:
- (a) where the employee is unfit for duty due to illness or injury or attends a medical appointment;
  - (b) to care for members of their family or household who are ill or injured or for whom the employee has caring responsibilities;
  - (c) on the death of a member of the employee's family (after compassionate leave is exhausted);
  - (d) personal requirements associated with birth, adoption or foster care of a child; or,
  - (e) to attend to urgent personal problems or emergencies, for which personal leave is considered appropriate by the Director.

Leave must not be taken for the reasons of (c), (d) and (e) to the extent that it results in less than 10 days of an employee's credits per year being available for personal injury or illness and caring as provided under the *Fair Work Act 2009*.

- 47.5 Employees must advise their supervisor, or other appropriate member of staff, as soon as possible, of an absence, or their intention to be absent, on personal leave.
- 47.6 An employee will be required to produce a medical certificate, or other supporting documentary evidence, where absences for personal leave exceed three consecutive days or five days in total in a calendar year. Where absences exceed five days, without documentary evidence, the leave taken will be deemed to be unauthorised leave without pay.
- 47.7 A medical certificate stating that an employee suffers from a recurring medical condition, which may result in the employee being unfit for duty for no more than two consecutive days, and five days in total, will be accepted as a valid certificate for the period stated therein, (maximum of six months).
- 47.8 The Director may approve the conversion of full pay personal leave to half pay personal leave for a long term illness. Where personal leave is taken at half pay, personal leave credits are reduced at the half pay rate. Personal leave without pay may be granted for personal illness or injury when paid leave entitlements have been exhausted.
- 47.9 Accrued personal leave is not paid out on separation from the ANMM.
- 47.10 More information regarding the application for, and granting of, personal leave may be found in the relevant section of the ANMM's leave policy.

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## **48 Compassionate Leave**

- 48.1 Compassionate leave will be provided in accordance with the *Fair Work Act 2009*.

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## **49 War Service Sick Leave**

- 49.1 War service sick leave is provided for use when unfit for duty as a result of illness or injury that has been accepted by the Department of Veteran's Affairs to be war caused or Defence caused within the meaning of the relevant legislation.
- 49.2 Eligible employees may accrue two separate credits, a special credit of nine weeks on commencement with the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

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## **50 Defence Reservists Leave**

- 50.1 The ANMM will provide employees who are Defence Reservists with access to the following leave to undertake Defence Reserve service or training;
- (a) 20 days' leave on full pay each year (pro-rata for part-time employees) to undertake Defence Reserve service. For the purposes of this clause, a 'year' means a calendar year;

- (b) an additional 10 days' paid leave (pro-rata for part-time employees) to attend recruits/initial employment training, and;
  - (c) scope for additional leave for Defence service, either on a paid, unpaid or top-up pay basis, subject to specific approval on each occasion.
- 50.2 Written evidence will be required from Australian Defence Force for Defence Reserve leave and, whenever possible, at least three months' notice should be given.
- 50.3 The Defence Reservists will not be required to pay their tax-free Reserve salary to the ANMM in any circumstances.
- 50.4 Defence Reserve leave entitlements may accumulate and be taken over a two year period.
- 50.5 Defence Reserve leave with pay, without pay or top-up pay will count as service for all purposes, except when period or periods of leave without pay in excess of six months will not count as service for recreation leave purposes.

## **51 Community Service Leave**

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- 51.1 In accordance with Division 8 of the *Fair Work Act 2009*, community service leave for participation in voluntary emergency management duties will be approved. Paid leave may be granted by the Director.
- 51.2 When community service leave is granted for the purposes of jury service, it will be granted as paid leave. The employee is required to pay to the ANMM any amount of jury service pay paid to them by the Court with the exception of expense allowances.
- 51.3 Paid leave may be granted to employees to attend a blood bank for the purposes of donating blood.
- 51.4 An employee must notify his or her supervisor as soon as possible regarding a requirement to take leave to give blood.
- 51.5 Proof of attendance and the duration of attendance are to be obtained from the place that the blood is donated.

## **52 Cultural Leave**

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- 52.1 Requests for unpaid miscellaneous leave to attend or participate in a cultural, ceremonial and NAIDOC event will be considered on a case by case basis by the Director, and may be granted having regard to operational needs.

## **53 Miscellaneous Leave**

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- 53.1 Miscellaneous leave, paid, part-paid or unpaid, may be granted by the Director, having regard to the operational needs of the ANMM, including for purposes that the Director considers to be in the interests of the ANMM. If leave is not granted a written explanation will be provided to the staff member.
- 53.2 Unless required by legislation, leave without pay granted under this clause will not count as service for any purpose.
- 53.3 More information regarding the application for, and granting of, miscellaneous leave may be found in the relevant section of the ANMM's leave policy.

## **54 Long Service Leave**

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- 54.1 Employees of the ANMM are entitled to Long Service Leave (LSL) in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 54.2 LSL must be taken in periods of not less than 21 consecutive calendar days, and must not be broken by other forms of leave unless required by legislation.

## **55 Maternity Leave**

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- 55.1 An eligible employee is entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 55.2 If the employee is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, the employee is entitled to an additional two weeks' paid maternity leave.
- 55.3 Approval may be given to spread the payment of paid maternity leave over a period of up to 28 weeks at a rate of no less than half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose and this administrative arrangement does not extend the total of paid or unpaid maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.

## **56 Adoption & Foster Carer's Leave**

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- 56.1 Adoption and foster carer's leave is available to employees with 12 months' continuous APS service, subject to the following provisions;
  - a) child is under 16 years old;
  - b) the child is not a step-child of the employee, or a child who has previously lived continuously with the employee for more than six months; and,

- c) the employee provides adequate notice and documentary evidence of the pending adoption or fostering from an appropriate organisation

56.2 Paid adoption and foster carer's leave of up to 14 weeks may be granted to primary care givers following the placement of the child under 5 years old.

56.3 Approval may be given to spread the payment of paid adoption and foster carer's leave over a period of up to 28 weeks at a rate of no less than half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose.

## **57 Parental Leave**

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57.1 An employee is entitled to unpaid parental leave if the leave is associated with the birth of a child of the employee or the employee's spouse or de facto partner, or, the placement of a child with the employee for adoption or foster care.

57.2 Unpaid parental leave provided under clause 57.1 will be administered in the same manner, and include the same conditions and entitlements, as parental leave in accordance with the *Fair Work Act 2009*.

## **58 Portability of Leave**

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58.1 An employee joining the ANMM from another APS agency, the Parliamentary Service or the ACT Public Service, with no break in continuity of service, will retain his or her accrued annual and personal leave credits, and will be entitled to use those accrued credits and any future entitlements subject to the terms of this Agreement.

## **59 Public Holidays**

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59.1 An employee is entitled to Public Holidays in accordance with the *Fair Work Act 2009*.

59.2 The Delegate and an employee may agree to substitute another day or part of a day for a public holiday, having regard to operational requirements

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## **PART G: WORKING ENVIRONMENT**

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### **60 Work, Health and Safety**

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- 60.1 The ANMM acknowledges its responsibilities under the *Work Health and Safety Act 2011* and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by encouraging a cooperative and consultative relationship with its employees and their representatives in regard to WHS issues.
- 60.2 More information regarding work health and safety may be found in the ANMM's Work Health and Safety policies and procedures.

### **61 Eyesight Testing**

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- 61.1 The ANMM will pay for eyesight testing for employees, and will part reimburse the cost of spectacles or contact lenses for employees engaged in predominately screen based work or are required to undertake specialised work requiring a higher level of visual acuity.
- 61.2 The ANMM will part reimburse the cost of prescription sunglasses for employees engaged in predominantly outdoor work.
- 61.3 The reimbursement rates will be:  
\$150 for mono-focal spectacles/contact lenses/prescription sunglasses; or  
\$300 for multifocal spectacles/contact lenses.
- 61.4 Re-imbursement for spectacles/contact lenses/prescription sunglasses will be limited to one claim per year.
- 61.5 More information regarding eyesight testing and the reimbursement of cost may be obtain from the Human Resources Section.

### **62 Vaccinations**

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- 62.1 The ANMM will reimburse an employee the cost of Hepatitis A, Hepatitis B and Influenza vaccinations, and any difference between the cost of the Doctor's consultation and the employee's Medicare/Health Fund rebate.



## **63 Employee Assistance Programs**

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- 63.1 The ANMM will provide its employees with access to a confidential professional counselling service to assist with work or personal issues.
- 63.2 The ANMM will provide its employees with access to information services in relation to child and dependent care.
- 63.3 An employee approaching retirement, at the discretion of the Director, or delegate, will be given the opportunity to attend workshops and seminars on superannuation and/or planning for retirement. Wherever possible, the ANMM will assist employees to adjust to the latter stages of their working life.
- 63.4 More information regarding the ANMM's employee assistance programs may be obtained from the Manager, Human Resources.

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## **PART H: REDEPLOYMENT, REDUNDANCY & RESIGNATION**

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### **64 Application**

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- 64.1 The redeployment and redundancy provisions of this Agreement apply to ongoing employees only. They do not apply to employees on probation.

### **65 Excess Employee**

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- 65.1 An employee is an excess employee if:
- (a) the employee is included in a class of employees which class comprises a greater number of employees than are necessary for the efficient and economical working of the ANMM; or
  - (b) the services of the employee cannot be effectively used because of technological or other operational changes in the work methods of the ANMM or changes in the nature, extent or organisation of the functions of the ANMM.

### **66 Consultation**

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- 66.1 A consultation period must be commenced at least four weeks prior to the formal offer of voluntary redundancy being made.
- 66.2 Where 15 or more employees are likely to become excess, the ANMM must comply with the relevant provisions of the *Fair Work Act 2009*, and will advise the staff representatives on the JCC.
- 66.3 Discussions will be held with affected employee(s) and, where they so choose, their representatives, to consider:
- (a) redeployment opportunities at or below their current classification;
  - (b) possible referral to a provider of redeployment services; and,
  - (c) whether voluntary redundancy might be appropriate
- 66.4 As close to the beginning of this consultation period as possible, the employee will be given detailed information on their redundancy entitlements.

## **67 Voluntary Redundancy & Consideration Period**

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- 67.1 Where the Director offers an employee a voluntary redundancy, the employee will have a four week consideration period within which to accept or reject the offer.
- 67.2 An employee will be paid up to a total maximum of \$1,000 to pay for financial and/or career advice during this period.
- 67.3 When an employee accepts a voluntarily redundancy, the period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).
- 67.4 Where an employee elects to terminate their employment at the beginning of, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

## **68 Involuntary Redundancy & Retention Period**

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- 68.1 Where the Director has offered a voluntary redundancy and an employee does not accept the offer within the consideration period, the employee will be deemed to be excess on the expiry of the consideration period.
- 68.2 Employees will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made redundant voluntarily has been refused.
- 68.3 A retention period of seven months, or 13 months for employees over 45 years of age or with 20 years of service, commences on the day after the expiry of the consideration period. Retention periods will be reduced by an amount equivalent to any National Employment Standards (NES) redundancy payment an employee would be entitled to on termination of employment in accordance with the *Fair Work Act 2009*.
- 68.4 Retention periods will only be extended by leave where the Director is satisfied that an employee is substantially incapacitated and unfit for work, based on the opinion of a medical practitioner nominated by the ANMM. Unless exceptional circumstances exist, a retention period will not be extended on these grounds beyond an additional eight weeks.
- 68.5 During the retention period the employee:
  - (a) will be assisted with attempts to find alternative employment; and/or
  - (b) may, on request, be provided with assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer;
  - (c) may after being given four weeks' notice, be reduced in classification as a means of securing alternative employment. If this occurs, the employee will be paid his or her salary at the higher classification level for the remainder of the retention period.

- 68.6 Where there is insufficient productive work available for an employee during the retention period, the Director may, with the agreement of the employee, terminate his or her employment under s.29 of the *Public Service Act 1999* and pay the balance of the retention period, (adjusted for the NES payment), as a lump sum.
- 68.7 This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.
- 68.8 Where an employee is to be involuntarily made redundant, four weeks' notice of termination will be given, or five weeks for an employee over 45 years of age with at least five years' service. As far as practical, the period of notice will be served concurrently with the retention period.

## **69 Redundancy Payment**

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- 69.1 An employee who accepts an offer of voluntary redundancy, and whose employment is terminated by the Director under s.29 of the *Public Service Act 1999* on the grounds that he/she is excess, is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last full year of service, subject to the minimum entitlement the employee has under the NES. The minimum sum payable will be four weeks, and the maximum will be 48 weeks' salary.
- 69.2 The redundancy payment will be calculated on a pro rata basis for any period where an employee worked part time during their period of service and the employee has less than 24 years' full time service.
- 69.3 Subject to clauses 69.5 and 69.6, service for purpose of calculating redundancy payments means:
- (a) service in the ANMM;
  - (b) Government service as defined in s.10 of the *Long Service Leave Act 1976*;
  - (c) service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - (d) service with the Australian Defence Forces;
  - (e) APS service immediately preceding deemed resignation under the repealed s.49 of the *Public Service Act 1922*, if service has not previously been recognised for severance pay purposes;
  - (f) service in another organisation where a staff member was transferred from the APS to that organisation with a transfer of function; or a staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

- 69.4 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- (a) termination under s.29 of the *Public Service Act 1999*; or
  - (b) prior to the commencement of the *Public Service Act 1999*, by way of redundancy; retirement on the grounds of invalidity, inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
  - (c) voluntary retirement at or above the minimum retirement age applicable to the employee; or
  - (d) payment of an employer financed retirement benefit.
- 69.5 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
- 69.6 Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes,
- 69.7 Redundancy payments will be calculated on:
- (a) the employee's salary; or
  - (b) the salary of a higher position, where the employee has performed at the higher level for a continuous period of at least 12 months immediately preceding the date on which they were given notice of redundancy; and
  - (c) allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **70 Resignation**

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- 70.1 An employee may resign his or her employment by giving the Director at least two weeks' notice if an APS Level 1 to 6 employee and at least four weeks' notice if an Executive Level 1 or 2 employee.
- 70.2 The Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

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## PART I: DISPUTE SETTLING PROCEDURES

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### 71 Dispute Settling Procedures

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71.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.

71.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

71.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

71.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

71.5 Fair Work Commission may deal with the dispute in two stages:

- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and,
- (b) if Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note:*

*If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

71.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and,

- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

71.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

71.8 An employee may seek a review of actions under s33 of the *Public Service Act 1999*. Where this right of review is exercised, and does not fail for want of jurisdiction, the employee will have no further right of review with respect to that matter under this clause.

## **72 Review of Decision to Terminate Employment**

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72.1 Termination of the Employee is governed by the *Public Service Act 1999*, (as amended from time to time) and the *Fair Work Act 2009*, (as amended from time to time).

72.2 Termination of, or a decision to terminate, employment cannot be reviewed under the dispute settling or review of action clauses contained in this Agreement.

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## ATTACHMENT A

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### SALARY RATES

#### APS 1 to 6

CLASSIFICATION	PAY POINT	CURRENT	COMMENCING (+ 3%)	+ 12 MONTHS (+ 2%)	+ 18 MONTHS (+ 1%)
APS Level 1	1.1	\$40,471	41,685	42,519	42,944
	1.2	\$41,832	43,087	43,949	44,388
	1.3	\$42,964	44,253	45,138	45,589
	1.4	\$44,720	46,062	46,983	47,453
	1.5	\$45,624	46,993	47,933	48,412
APS Level 2	2.1	\$45,802	47,176	48,120	48,601
	2.2	\$47,065	48,477	49,446	49,941
	2.3	\$48,302	49,751	50,746	51,254
	2.4	\$49,555	51,042	52,062	52,583
	2.5	\$50,792	52,316	53,362	53,896
APS Level 3	2.6	\$51,807	53,361	54,428	54,973
	3.1	\$52,171	53,736	54,811	55,359
	3.2	\$53,524	55,130	56,232	56,795
	3.3	\$54,886	56,533	57,663	58,240
	3.4	\$56,308	57,997	59,157	59,749
APS Level 4	3.5	\$57,436	59,159	60,342	60,946
	4.1	\$58,145	59,889	61,087	61,698
	4.2	\$59,994	61,794	63,030	63,660
	4.3	\$61,556	63,403	64,671	65,317
	4.4	\$63,132	65,026	66,326	66,990
APS Level 5	4.5	\$64,393	66,325	67,651	68,328
	5.1	\$64,853	66,799	68,135	68,816
	5.2	\$66,887	68,894	70,271	70,974
	5.3	\$68,769	70,832	72,249	72,971
	5.4	\$70,007	72,107	73,549	74,285
APS Level 6	6.1.	\$70,045	72,146	73,589	74,325
	6.2	\$71,790	73,944	75,423	76,177
	6.3	\$73,757	75,969	77,489	78,264
	6.4	\$77,463	79,787	81,383	82,196
	6.5	\$80,462	82,876	84,533	85,379
	6.6	\$82,072	84,534	86,224	87,087



**SALARY RATES**  
**EXECUTIVE 1 & 2**

CLASSIFICATION	PAY POINT	CURRENT	COMMENCING (+ 3%)	+ 12 MONTHS (+ 2%)	+ 18 MONTHS (+ 1%)
Executive Level 1	1.1	\$89,796	92,489	94,339	95,282
	1.2	\$96,963	99,872	101,869	102,888
	1.3	\$98,904	101,871	103,909	104,948
Executive Level 2	2.1	\$103,567	106,674	108,807	109,896
	2.2	\$109,260	112,538	114,789	115,936
	2.3	\$117,417	120,940	123,358	124,592

**PAY RATES**  
**TRAINEE APS**

SCHOOL YEAR (Completed)	PAY POINT	CURRENT (per week)	COMMENCING (+ 3%)	+ 12 MONTHS (+ 2%)	+ 18 MONTHS (+ 1%)
Year 10	0	\$271	279	285	288
	+1 year	\$324	334	340	344
	2	\$393	405	413	417
	3	\$465	479	489	493
	4	\$538	554	565	571
Year 11	5	\$615	633	646	653
	0	\$324	334	340	344
	+1 year	\$393	405	413	417
	2	\$465	479	489	493
	3	\$538	554	565	571
Year 12	4	\$615	633	646	653
	0	\$393	405	413	417
	+1 year	\$465	479	489	493
	2	\$538	554	565	571
	3	\$615	633	646	653

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## **ATTACHMENT B**

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### **SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY**

#### **Workers Eligible for a Supported Salary**

Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

This part does not apply to any existing employee who has a claim against the ANMM which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

#### **Supported Salary Rates**

Employees to whom these provisions apply shall be paid the applicable percentage of the relevant salary according to the following schedule:

Assessed capacity	% of prescribed rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable must be not less than \$84 per week or a higher rate as may be determined by a decision of the Fair Work Commission.

Where an employee's assessed capacity is 10% they must receive a high degree of assistance and support.

#### **Assessment of Capacity**

For the purpose of establishing the percentage of the salary rate to be paid to a disabled employee, the productive capacity of the employee will be assessed in accordance with the Supported Wage System, SWS, by an approved assessor, having consulted the ANMM and employee and, if the employee so desires, a representative.

All assessments made must be documented in an SWS wage assessment agreement, and retained by the ANMM as a time and wages record in accordance with the Act.

### **Lodgement of Assessment Agreement**

All assessment agreements under these conditions, including the appropriate percentage of the relevant salary to be paid to the employee, must be lodged by the ANMM with the Fair Work Commission.

All agreements must be agreed and signed by the employee and ANMM.

### **Review of Assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

### **Other Terms and Conditions of Employment**

Employees covered will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement on a pro rata basis.

### **Workplace Adjustment**

Where the ANMM employs a person under these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

### **Trial Period**

In order for an adequate assessment of the employee's capacity to be made, the ANMM may employ a person under these provisions for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time, (not exceeding four weeks), may be needed.

During that trial period the assessment of capacity will be undertaken and the percentage of the proposed salary for continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period must be no less than \$84 per week, or a higher rate as may be determined by a decision by the Fair Work Commission.

Work trials should include induction or training as appropriate to the job being trialled.

Where the ANMM and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment.

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## ATTACHMENT C

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### DEFINITIONS

Agreement	Australian National Maritime Museum Enterprise Agreement 2017-2020
ANMM	Australian National Maritime Museum.
APS	The Australian Public Service.
Classification	An employee's level in the ANMM's classification structure.
Classification Structure	The framework utilised by the ANMM to group jobs into levels by work value and associated remuneration.
Director	Person performing the duties of Director of the ANMM or delegate.
Employee	Employee of the Australian National Maritime Museum who is employed under the <i>Public Service Act 1999</i> .
Family	A relation by blood, marriage, (including a former spouse, de facto partner or former de facto partner), adoption, fostering or traditional kinship, or a person who stands in a significant relationship with an employee as determined by the Director or delegate in consultation with the employee.
Flex Credit	The total hours an employee has worked, under the flex-time scheme that are in excess of his or her regular hours of duty.
Flex-time Scheme	A scheme available to APS 1 to 6 employees that allows these employees to vary their starting and stopping times within constraints specified in the Agreement.
LWOP	Leave With Out Pay.

Manager	The person to whom an employee is responsible and who is authorised by the Director to exercise the powers and responsibilities of manager in relation to that employee.
Museum	ANMM or Australian National Maritime Museum
NES	<i>National Employment Standards.</i>
Non-Ongoing Employee	Employee engaged on a non-ongoing basis as defined by the <i>Public Service Act 1999</i> .
Ongoing Employee	Employee engaged on an ongoing basis as defined by the <i>Public Service Act 1999</i> .
Promotion	Meaning as given by Section 6, of the <i>Public Service Commissioner's Directions 2016</i> .
PSS (Ap)	Public Sector Superannuation (Accumulation plan).
Salary	An employee's rate of salary in accordance with Attachment A.
Settlement Period	A four week period as determined by the Director that provides a basis, under the flex-time scheme, for reconciling actual hours worked to an employee's regular hours.
Shift Work	Rostered regular hours which includes working hours after 1900 and/or before 0700.
Shift Worker	An employee who is rostered to work regular hours outside the period 0700 to 1900, Monday to Sunday.
Staff	An employee or employees of the ANMM.
Supervisor	The person to whom an employee is responsible and who is authorised by the Director to exercise the powers and responsibilities of manager in relation to that employee.

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## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).



**Annexure A**

**AG2017/3076 - Australian National Maritime Museum Enterprise Agreement  
2017 - 2020 - Application for approval by the Fair Work Commission**

I, Peter Rout, Assistant Director, Australian National Maritime Museum (Museum), being an officer authorised by the Director of the Museum to act as employing authority for the Museum under the *Fair Work Act 2009*, give the following undertakings on behalf of the Commonwealth in relation to the Australian Maritime Museum Enterprise Agreement 2017 - 2020:

1. An APS trainee will be paid salary at the relevant rate set out in Schedule D of the Australian Public Service Enterprise Award 2015.
2. A part-time employee employed at the APS 1 or APS 2 level is entitled to be paid overtime for all work performed at the direction of management which is outside the employee's agreed regular hours of work on any day.
3. An employee employed at the APS 1 to 6 level who is not required to work overtime but who works ordinary hours on a Saturday is entitled to be paid for those hours at no less than the hourly rate for shift work on a Saturday that is set out in Schedule A.4 of the Australian Public Service Enterprise Award 2015 that is relevant to their level.
4. An employee employed at the APS 1 to 6 level who is not required to work overtime but who works ordinary hours on a Sunday is entitled to be paid for those hours at no less than the hourly rate for shift work on a Sunday that is set out in Schedule A.4 of the Australian Public Service Enterprise Award 2015 that is relevant to their level.
5. An employee engaged on or after 12 October 1998 who is employed at the APS 1 or 2 level and who is required to work shift work is entitled to a loading of 50% for shift work on a Saturday, 100% for shift work on a Sunday and 150% for shift work on a Public Holiday.
6. An employee engaged on or after 12 October 1998 who is employed at the APS 1 or 2 level and is required to work shift work, ie, regular hours of work any part of which falls after 1800 and before 0630, for a fixed period, is entitled to a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid to the employee if the shift is for 4 continuous weeks and falls between the hours of 1800 and 0800.

Signed:

Peter Rout

c/- Wharf 7, 58 Pirrama Road, Pyrmont, NSW 2009

Dated:

