



# ***AWM Teamwork Agreement***

***2010–2011***

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**PART A PURPOSE, OBJECTIVES, TECHNICAL AND GENERAL MATTERS**

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**1 TITLE**

1.1 This Agreement will be known as the Australian War Memorial Teamwork Agreement 2010-2011 (Agreement).

**2 PARTIES AND PERSONS BOUND**

2.1 This Agreement is made under section 172 of the *Fair Work Act 2009*, between:

- (a) the Director;
- (b) all employees of the Australian War Memorial whose employment is, at any time when the agreement is in operation, covered by the agreement; and
- (c) Community and Public Sector Union (CPSU), the Construction, Forestry, Mining and Energy Union (CFMEU) and,  
the Media, Entertainment and Arts Alliance (MEAA) if Fair Work Australia notes in its decision to approve this agreement that it covers these unions.

2.2 This Agreement is binding on the parties and on employees covered by this Agreement.

**3 COVERAGE**

3.1 This Agreement applies to all AWM employees, other than Senior Executive Service (SES) employees and an employee whose salary is not paid or funded by the AWM

**4 DURATION**

4.1 This Agreement will commence operation 7 days after approval by Fair Work Australia and nominally expires on the 30<sup>th</sup> of June 2011 .

**5 ENTITLEMENTS UNDER COMMONWEALTH LAWS**

5.1 This Agreement does not affect an employee's entitlements, if any, contained in the *Public Service Act 1999*, the *Fair Work Act 2009* and other Commonwealth legislations, including legislation relating to:

- Long Service Leave
- Maternity Leave
- Superannuation
- Occupational Health and Safety
- Workers Compensation
- Review of Action

5.2 This Agreement comprehensively states the terms and conditions of employment of the employees covered by this Agreement other than implied terms of the contract of employment and terms and conditions applying under a Commonwealth law

## **6 OPERATION OF THE AGREEMENT**

6.1 The persons bound by this Agreement shall not make extra claims that effect the employees' terms and conditions of employment which exist for the period of operation of the Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, except where consistent with the terms of this Agreement.

## **7 DELEGATION**

7.1 The Director may, in writing, delegate to or authorise a person performing a specific role, any of the Director's powers or functions (other than the power set out in this clause 7.1) under this Agreement.

7.2 A person exercising powers or functions under a delegation under this clause 7 must comply with any directions of the Director.

## **8 POLICIES/ GUIDELINES**

8.1 The AWM's policies, guidelines and procedures, including the BMPFS, do not form part of this Agreement. The clauses relating to dispute avoidance and settlement set out in **Part G** of this Agreement are not to be applied to policies, guidelines or procedures referred to in this Agreement.

## **9 INTERPRETATIONS / DEFINITIONS**

9.1 For the purposes of this Agreement the following definitions apply:

"**Agreement**" means the *Australian War Memorial Teamwork Agreement 2010-2011*;

"**Annual Salary**" means the Annual Salary as set out in the classification and pay point level specified in Appendix 1 to this Agreement.

"**APS**" means the Australian Public Service;

"**AWM**" means the Australian War Memorial;

"**BMPFS**" means the AWM's Business Management and Performance Feedback Scheme;

"**Business Plan**" means the AWM's annual business plan in operation for the term of this agreement;

"**casual employee**" means a person engaged by the Director under the PS Act on an irregular or intermittent basis;

"**child of a person**" has the same meaning as described in section 17 of the Fair Work Act.

"**consult**" means giving the people consulted an opportunity to be heard and to express their views so that their views may be taken into account before decisions are made. Consultation provides a bona fide opportunity to influence the decision maker;

"**Director**" means the Director of the AWM;

"**Fair Work Act**" means the Fair Work Act 2009 (Cth)

"**employee**" means an employee engaged by the Director under the PS Act whether on a full-time, part-time or irregular/intermittent basis, and whether as, an ongoing or non-ongoing employee.

"**Lower classification**" for an employee means a classification that is in a lower classification group than the employee's current classification.

"**immediate family**" means a person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a demonstrated bona fide domestic relationship with the employee without discrimination as to sexual preference.

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Family includes a spouse (including a de facto partner), a child, or an adult child (including an adopted child, or a step child) a parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**"Maternity Leave Act"** means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth);

**"nominated review officer"** means an AWM employee of an appropriate classification level nominated by Workplace Relations Committee Representatives after consultation with the employees concerned, for formal participation in review panels clause 21;

**"Performance Agreement"** means the performance agreement entered into between an employee covered by this Agreement and AWM in accordance with clause 20 and as reviewed from time to time.

**"PS Act"** means the *Public Service Act 1999* (Cth);

**"Section Head "** means the person authorised by the Director pursuant to clause 7 of this agreement to perform specific powers or functions under this agreement related to the management of employee/s.

## **PART B CLASSIFICATION, ANNUAL SALARY AND ASSIGNMENT OF DUTIES**

### **10 JOB CLASSIFICATION AND DUTIES**

10.1 The AWM job classification structure as set out at Appendix 1 and 1.1 of this Agreement applies to employees and will remain in place for the duration of this Agreement.

10.2 The AWM will use appropriate local designators or job titles (as well as the corresponding APS classification level) to reflect the work and skills or qualifications required of its jobs for use internally and in recruitment activities. All local designators or job titles will be consistent with appropriate APS classification structures and standards and the Memorial's work level standards and eligibility requirements.

10.3 Employees in broadbands as specified in Appendix 1.1 will have access to movement within their level as provided for in the Business Management Performance Feedback Scheme.

10.4 The Director may approve variations to an employee's rate of pay within a classification and within a set of broadbanded classifications.

10.5 The Executive Level 2 classification will retain a barrier as indicated in Appendix 1. Progression beyond this barrier will be limited to Executive Level 2 employees who are designated as Section Head and who have completed one year of satisfactory performance as a Section Head as assessed as part of the BMPFS.

### **11 ANNUAL SALARY ADJUSTMENT AND PAY POINT PROGRESSION**

#### **Annual Salary at commencement**

11.1 Where an employee commences work with the AWM or is promoted to a new role within the AWM, Annual Salary will be payable at the minimum pay point of the Annual Salary range applicable to the classification of the job, unless the Director authorises payment of Annual Salary above the minimum point in that Annual Salary range, having regard to the experience, qualifications and skills of the employee and his or her likely corporate contribution to the job at that pay point.

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11.2 Where, at the time of engagement, an employee's Annual Salary is set at an incorrect pay point within the applicable Annual Salary scale, the Director may determine the payment of the employee's Annual Salary at the correct pay point.

### **Pay point progression**

11.3 Employees' Annual Salary will be reviewed annually as part of the BMPFS and having regard to the employee's performance against agreed standards. The review of the employee's performance is to be completed at the end of each financial year.

11.4 Employees will carry forward existing pay point progression dates and subsequent progression to higher pay points (if applicable and after performance review) will occur after 12 months of continuous duty at the previous pay point level, or higher classification level.

11.5 Employees on temporary re-assignments of 12 months or longer will be eligible for advancement to the next highest Annual Salary point (if any) within the temporary classification. Employees will maintain this Annual Salary level for all subsequent periods of temporary re-assignment providing they begin within 12 months of the previous period.

11.6 Where a total of more than 30 calendar days of leave is taken within the preceding 12 months and that leave does not count as service, pay point progression will be deferred by a corresponding number of calendar days.

11.7 An employee, other than those bound by a traineeship or undertaking an apprenticeship will advance to the next pay point if they have:

- (a) participated in the BMPFS; and
- (b) met the requirements of their job and been assessed as "satisfactory" as part of the BMPFS process.

### **Annual Salary adjustment**

11.8 Employees, in recognition of their commitment to this Agreement and associated productivity initiatives, will receive

- (a) an increase of 3% on the Annual Salary (as shown in column one of Appendix 1) will apply from commencement of this Agreement.

### **Traineeships and Apprentices**

11.9 Trainees will be paid a percentage of the minimum salary for an adult APSL1, rounded to the nearest dollar, having regard to age, schooling completed and the predetermined average proportion of time to be spent in approved training. These percentages are set out in a table in appendix four.

11.10 The Director will determine a rate of pay applying to an employee undertaking an apprenticeship, having regard to the rate of pay which would apply under this Agreement for the work value of the job being performed.

11.11 Employees undertaking an apprenticeship or bound by a traineeship will not participate in the BMPFS.

### **Age Rates of Pay**

11.12 Annual Salary for employees on age rates of pay will be adjusted annually on their birth date as specified in the rates set out at Appendix 1.

11.13 Employees on age rates will participate in the BMPFS but this will not be a consideration in determining their Annual Salary.

## **12 CALCULATION AND PAYMENT OF ANNUAL SALARY**

12.1 Employees will be paid fortnightly instalments of their Annual Salary by electronic funds transfer into a financial institution account of their choice and the fortnightly instalment will be based on the following formula:

$$\text{Fortnightly pay} = (\text{Annual Salary} \times 12) / 313$$

## **13 FLEXIBLE ANNUAL SALARY PACKAGING**

13.1 The AWM will offer flexible Annual Salary packaging to all ongoing employees and non-ongoing employees whose current period of engagement is over 12 months.

13.2 Any fringe benefit tax incurred as a result of the flexible Annual Salary packaging arrangement will be met by the employee on a Annual Salary sacrifice basis. The working arrangements of the flexible Annual Salary packaging arrangement will be set out in AWM policy that may be amended from time to time. The AWM will bear the administration costs of administering this part of the flexible Annual Salary packaging arrangements.

## **14 FLEXIBILITY**

14.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and the employee.

14.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

14.3 The employer must ensure that the individual flexibility arrangement: and is signed by the employee and the Director and includes details of:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of this enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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(e) states the day on which the arrangement commences.

14.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14.5 The employee or the Director may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employee and the Director agree in writing — at any time.

### **15 LOADING IN LIEU OF LEAVE –RATE OF ANNUAL SALARY – CASUAL EMPLOYEES**

15.1 A casual employee who is required to attend for duty is entitled to be paid a 20% loading of their hourly rate of pay in lieu of all leave entitlements except Long Service Leave.

### **16 SUPERANNUATION**

16.1 If an employee exercises choice of superannuation funds and the chosen fund is an approved fund which:

- (a) can accept employer contributions by electronic fund transfer; and
- (b) for which there are no fees and costs to be borne by the AWM;

then the AWM will make employer contributions to the chosen fund at the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the PSSap (pursuant to section 10 of the *Superannuation Act 2005* (Cth)).

16.2 The salary for Superannuation purposes for PSSap members of those who elect to access another fund under Super Choice will be calculated based on the staff members Ordinary Time Earnings (OTE) within the meaning of the Superannuation Guarantee (Administration) Act 1992, excluding the minimum payment cap and continuing payments for staff members 70 years or older (subject to the Fund accepting the contributions).

16.3 Paid Maternity Leave (excluding the Australian Government's *Paid Parental Leave Scheme*) will be considered to be normal OTE, consistent with clause 2.2.4 of the PSSap Deed.

### **17 ANNUAL SALARY ON REDUCTION**

17.1 Where an employee is reassigned to duties at a lower classification, Annual Salary will be determined as though service at pay points which exceeded the minimum of the lower classification, was service in the lower classification. The provisions of clause 18 Temporary Re-assignment will operate in determining the pay point

### **18 TEMPORARY VACANCIES**

18.1 Temporary vacancies of up to 12 months will be filled by direct nomination of an appropriate employee by the Director unless the Director determines that advertisement of the vacancy is warranted.

### **19 TEMPORARY RE-ASSIGNMENTS**

19.1 The level of payment for temporary re-assignments will generally be at the base Annual Salary point of the higher classification. However, where an employee is assigned new duties within or moves to, the AWM at the employee's existing classification, Annual Salary will be payable at the point of the AWM's Annual Salary range determined by the Director having regard to:

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- (a) the nature of the duties which the employee is to be assigned;
- (b) work level standards;
- (c) the experience, qualifications and skills of the employee; and
- (d) the Annual Salary payable to the employee in respect of the duties they performed before the new duties were assigned or they were moved.

19.2 Where an employee from another Agency is temporarily assigned duties in the AWM which have a higher classification than the duties performed by the employee in the other Agency, Annual Salary will be payable at the minimum point of the AWM pay point applicable to the classification of the employee unless the Director authorises payment above the minimum point in that Annual Salary range, having regard to the same considerations outlined in clause 19.1.

19.3 Where the classification of an employee is reduced, on either a temporary or ongoing basis, Annual Salary will be determined by the Director having regard to the same considerations outlined in clause 19.1.

19.4 Where an employee requests in writing to perform work temporarily at a lower classification level, the Director may determine in writing that the employee will be paid Annual Salary at a pay point applicable to the lower level for the period specified in the request.

19.5 Where an employee agrees to undertake a temporary re-assignment at a higher level for a continuous period of 10 working days (inclusive of public holidays) or more, the employee will be paid their Annual Salary for the full period at a rate agreed consistent with the work level standards for the temporary re-assignment.

19.6 Temporary re-assignments of less than 10 working days will be regarded as providing opportunities for development and will not attract an increase in Annual Salary. However, if a period initially assessed as less than 10 days extends to or beyond 10 days the employee will be paid at the increased rate of pay for the whole of the period.

19.7 The Director may also approve payment at a higher pay point where there is a pattern of regular performance in the same higher level job: for example, an employee required to work in a higher position regularly over a set period (eg. six months) will be eligible for payment for all days in excess of the first 10 within a calendar year.

19.8 Temporary re-assignment periods will not be artificially adjusted to avoid payment for the temporary re-assignment.

19.9 Employees who undertake temporary re-assignments at the SES level will be subject to such pay and conditions as determined by the Director and included in the policy of SES Annual Salary.

19.10 An employee will continue to receive payment at the temporary re-assignment rate whilst on paid leave and during public holidays for the period that the temporary re-assignment would have continued but for the leave or the public holiday.

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## **PART C PEOPLE MANAGEMENT**

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### **20 BUSINESS MANAGEMENT AND PERFORMANCE FEEDBACK SCHEME**

20.1 The parties agree to the continuation of the BMPFS. The working arrangements of BMPFS are set out in the policy and may be amended from time to time.

20.2 The BMPFS, combined with regular constructive feedback on work performance, will provide the framework for managing employee performance within the AWM. Individual work responsibilities will be drawn from the Business Plan and be set out in Performance

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Agreements. Performance Agreements will provide the basis for discussing work performance.

### **21 MANAGING UNDER-PERFORMANCE**

21.1 If a Section Head makes an assessment that an employee's performance is "unsatisfactory", the Section Head will immediately advise the employee and attempt to assist the employee to improve their performance through constructive feedback, coaching, development plans and other methods.

21.2 If performance continues to fall below the a satisfactory standard the Section Head will:

- (a) advise the employee in writing that their performance has been found unsatisfactory (Note: this may occur at any point, eg. at once, at the mid-year review or at the end of year assessment); and
- (b) request the Director to appoint a joint internal panel (comprising one management representative and a nominated review officer) to prepare a performance improvement plan for the employee and to monitor the plan over two months.

21.3 At the end of the two month period the review panel will forward to the relevant Assistant Director an assessment of whether the employee has been assessed as meeting the "satisfactory" standard of performance and whether he/she is likely to be able to maintain that standard, together with the employee's comments and any other relevant information.

21.4 If the Assistant Director determines the employee has met the required standard of "satisfactory" at the end of the two-month period and is satisfied that he/she will be able to maintain it, no further action will be taken. The employee will then revert to the normal assessment of his/her performance under the BMPFS.

21.5 If a further review of under-performance is required within 12 months the process may be recommenced. Where possible, the original review panel will undertake the review, however, if this is not feasible or appropriate a new panel will be convened. Taking into account previous and current material, the panel will forward a recommendation to the Assistant Director for consideration within a one month period.

21.6 If the Assistant Director assesses the employee as having failed to meet the "satisfactory" standard at the end of the assessment period (or supplementary review period), the Assistant Director may issue a notice of intention to:

- (a) terminate the employment of the employee;
- (b) re-assign the duties of the employee; or
- (c) reduce the employee's APS classification.

The employee will have seven days to show cause why this action should not be taken.

21.7 At the end of the seven days, the Assistant Director, having considered any representations submitted, may issue a notice of termination or affect the re-assignment of the duties or reduction in classification of the employee.

21.8 A person of their choice may accompany an employee at any stage of these procedures.

### **22 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

22.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has available under:

- (a) this Agreement;
- (b) part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 of the Fair Work Act. ;

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- (c) other Commonwealth laws (including the Constitution and Administrative Decisions (Judicial Review)); and
- (d) common law.

22.2 Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute avoidance and settlement procedures addressed in clause 43 of this Agreement.

22.3 Nothing in this Agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 123(1)(b) of the Fair Work Act, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 15 of the PS Act.

### **23 TERMINATION OF NON-ONGOING EMPLOYMENT**

23.1 If a non-ongoing engagement is terminated before the expiry of the specified period of engagement because:

- (a) the duties for which the employee was engaged are no longer available;
- (b) the duties in relation to which the employee was engaged have been completed ahead of time; or
- (c) a decision has been made that the duties are no longer required to be performed;

the employee may be entitled to compensation in respect of the period of service foregone and will not be entitled to other damages or compensation in respect of, or arising out of, the termination.

<b>PERIOD OF SERVICE FOREGONE</b>	<b>COMPENSATION</b>
At least 1 year but less than 2 years	4 weeks annual salary
At least 2 years but less than 3 years	6 weeks Annual Salary
At least 3 years but less than 4 years	7 weeks Annual Salary
At least 4 years but less than 5 years	8 weeks Annual Salary
At least 5 years but less than 6 years	10 weeks Annual Salary
At least 6 years but less than 7 years	11 weeks Annual Salary
At least 7 years but less than 8 years	13 weeks Annual Salary
At least 8 years but less than 9 years	14 weeks Annual Salary
At least 9 years but less than 10 years	16 weeks Annual Salary
At least 10 years	12 weeks Annual Salary

### **24 EXCESS EMPLOYEES**

24.1 For the purposes of this clause, an employee is excess if:

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- (a) the employee is included in a class of employees in the AWM, which class comprises a greater number of employees than is necessary for the efficient and economic working of AWM;
- (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of AWM or structural or other changes in the nature, extent or organisation of the functions of AWM; or
- (c) where the duties usually performed by the employee are to be performed at a locality other than Canberra or its immediate surrounds, the employee is not willing to perform duties at the locality and the Director has determined that these provisions apply to that employee.

### **Consultation process**

24.2 The following procedures will apply to the consultation process in relation to excess employees.

24.3 When the Director is aware that an employee is likely to become excess to requirements, the Director will advise the employee of the situation.

24.4 The Director will take such action as is reasonable to assess the redeployment prospects of potentially excess employees.

24.5 Discussions with the potentially excess employees and/or their representative will be held to consider:

- (a) redeployment opportunities, taking into account the Director's assessment, for the employees concerned; and
- (b) whether employees are interested in voluntary retrenchment.

24.6 An Employee who has been advised by the Director that they are likely to be excess to requirements, may choose to be represented in any discussions with the Director.

24.7 The Director may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary termination, where those terminations would permit the redeployment of employees who are potentially excess.

24.8 The period of these discussions will not exceed one month (or lesser period as agreed).

### **Declaring employees to be excess to requirements**

24.9 The Director will advise relevant employees, in writing, that they are excess to the requirements of the Agency. The employee will also receive, in writing, a once-only invitation to elect for voluntary retrenchment.

24.10 The Director will not advise an employee that he or she is excess until the discussions referred to in clause 24.5 have occurred.

### **Voluntary retrenchment**

24.11 Where the Director invites an excess employee to do so, the individual will have one month to elect for voluntary retrenchment. The Director will not give notice of termination before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).

24.12 Where an employee has not already received the following information, within that month the AWM will assist the employee in gaining information on the:

- (a) amount of severance pay, pay in lieu of notice and paid up leave credits;
- (b) amount of accumulated superannuation contributions;
- (c) options open to the employee concerning superannuation;

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- (d) taxation rules applying to the various payments; and
- (e) financial counselling.

24.13 Where the Director invites an excess employee to accept voluntary retrenchment, the parties bound by this Agreement agree that the Director may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of two weeks Annual Salary in lieu of any further consultation where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment.

### **Period of notice**

24.14 Where the employee agrees to be voluntarily retrenched, the Director can approve the individual's termination and upon approval will give the Notice of Termination required under section 29 of the PS Act. The period of notice will be in accordance with the FW Act.

24.15 Where an employee terminates or is terminated at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period. The amount of the payment includes ordinary wages, anticipated overtime or shift allowances and other allowances the employee would have received if they had continued to work in accordance with their usual arrangements until the end of the notice period.

### **Severance benefit**

24.16 An employee who accepts voluntary retrenchment, and is subsequently terminated under section 29 of the PS Act on the grounds of being excess to the requirements of the Agency, is entitled to be paid a sum equal to two weeks Annual Salary for each completed year of service, plus a *pro rata* payment for completed months of service since the last completed year of service subject to any minimum amount the employee is entitled to under the National Employment Standards.

24.17 For earlier periods of service to count as service, there must not be breaks between the periods of service except where:

- (a) 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; or
- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

24.18 The minimum sum payable under clause 24.16 will be four weeks Annual Salary and the maximum sum payable shall be 48 weeks Annual Salary.

24.19 The severance benefit will be calculated on a *pro rata* basis where an employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service in accordance with clause 24.20.

24.20 Having regard to clause 24.17, and subject to the clauses 24.18 and 24.19, service for severance pay purposes means:

- (a) service in the AWM;
- (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth);
- (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;

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- (e) APS service immediately preceding deemed resignation, under the repealed section 49 of the Public Service Act 1922, if the service has not been previously recognised for severance pay purposes;
- (f) service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function; or an employee 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.

24.21 Any period of service which ceased for the following reasons will not count as service for severance pay purposes:

- (a) the employee lacks, or has lost, an essential qualification for performing his or her duties; or
- (b) non-performance, or unsatisfactory performance, of duties; or
- (c) inability to perform duties because of physical or mental incapacity; or
- (d) failure to satisfactorily complete an entry level training course; or
- (e) failure to meet a condition imposed under subsection 22(6) of the PS Act; or a breach of the Code of Conduct; or
- (f) on a ground equivalent to a ground listed in five subparagraphs immediately above under the repealed Public Service Act 1922; or
- (g) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (h) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

24.22 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

### **Rate of payment – severance benefit**

24.23 For the purpose of calculating any payment under redeployment, retirement and redundancy provisions, Annual Salary will include:

- (a) the employee's full-time Annual Salary adjusted on a pro rata basis for periods of part time service; or
- (b) the full-time Annual Salary of the higher position, adjusted on a pro rata basis for periods of part-time service, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; under section 29 of the PS Act; and
- (c) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination. A weekly average of penalties due over the 12 months will be included in the Annual Salary; and
- (d) other allowances in the nature of Annual Salary which are paid during periods of annual 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.

### **Involuntary termination of employment and retention periods**

24.24 If an excess employee cannot be re-employed and has been offered and has declined voluntary retrenchment, the Director may involuntarily terminate the employment of the excess employee at the end of a retention period.

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24.25 Unless the individual agrees, the employment of an excess employee will not be involuntarily terminated until the following retention periods have elapsed:

- (a) nine months where the employee has 20 or more years of service or is over 45 years of age; or
- (b) three months for all other employees bound by this Agreement.

24.26 If the employee has elected not to accept voluntary retrenchment and a retention period applies, at the end of the retention periods in clause 24.25 above, no severance benefits are payable. The retention period will be reduced by an amount equivalent to the employee's National Employment Standards (NES) minimum redundancy pay period entitlement where the employee declines or does not respond to an offer of voluntary retrenchment made under clause 24.9.

24.27 The retention period will commence one month after the day on which the Director invites the employee to elect to be voluntary retrenched.

24.28 During the retention period the Director:

- (a) will continue to assist the employee to find alternative employment, including at the same classification level;
- (b) will consider AWM excess employees in isolation from and not in competition with other employees for advertised vacancies at the same classification level; and
- (c) after taking the above steps, may, if the employee has not been found alternative employment, with one month's notice, reduce the excess employee's Annual Salary level as a means of securing alternative employment for the excess individual. Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period. Their previous level will include the Annual Salary of a higher position, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in Annual Salary level, provided the employee would have continued to act but for the excess employees situation. Their previous level will also include allowances or loadings in the nature of Annual Salary that are paid during periods of leave and on a regular basis.

24.29 During the retention period the employee:

- (a) will take reasonable steps to find alternative employment; and
- (b) will actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

24.30 The retention or notice periods relating to the reduction in classification of an excess employee or notice of involuntary termination will be extended by any continuous periods of over one week of certificated personal leave for illness or injury during these periods.

24.31 The excess employee will be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

24.32 Where the Director believes there is insufficient productive work available for an employee during the retention period, and there are no reasonable redeployment prospects for the employee, the Director may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum. This lump sum will comprise:

- the balance of the retention period (as shortened for the NES under sub-clause 24.26 above) and this payment will be taken to include the payment in lieu of notice of termination of employment; and

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- an additional redundancy payment equal to the amount the retention period was shortened by under clause 24.26 above (i.e. the NES component)

24.33 The employment of an excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment or have elected for voluntary retrenchment but the Director refuses to approve it.

24.34 The employment of an excess employee will not be terminated involuntarily if there are other employees performing similar work at the same level in their location who have elected for voluntary retrenchment, been refused, and still wish to accept voluntary retrenchment.

24.35 An excess employee will be given four weeks notice (or five weeks for an individual over 45 years of age with at least five years of continuous service) where it is proposed that their employment will be involuntarily terminated.

24.36 The specified periods of notice will as far as practicable be concurrent with retention periods.

24.37 These Excess Employee provisions do not apply to ongoing employees on probation, or to non-ongoing employees.

### **25 RESIGNATION**

25.1 The Director expects an employee to give reasonable notice of their resignation. Normally two weeks is acceptable unless special circumstances exist.

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## **PART D PEOPLE DEVELOPMENT AND LEARNING**

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### **26 PEOPLE DEVELOPMENT PROGRAM**

26.1 Consistent with the AWM's *People Development Plan*, the parties to this Agreement agree to develop and increase employees' skills and knowledge continually with a focus on achieving AWM's Corporate Plan, and will do this by participating in formal and informal training and development activities. The parties agree to maximise learning opportunities and their application to the employees work, accept responsibility to maximise career options, and be flexible in the type of work undertaken.

#### **Skills, Knowledge and Professional Development**

26.2 The AWM recognises and supports the professionalism of all employees through targeted development programs, conferences and seminars. This support is also provided through programs such as Studybank, the Major Research Program and other AWM-sponsored or funded courses.

#### **Studybank**

26.3 The AWM will offer access to Studybank up to \$2,500 per annum. The *Studybank Guidelines* provide details in relation to how Studybank is to be administered.

26.4 Prior to any changes to the *Studybank Guidelines* being made, AWM will consult with employees.

#### **Mobility**

26.5 The AWM encourages interested employees to apply for all suitable internal opportunities.

26.6 External mobility opportunities and requests for placements in other agencies (eg. via job exchange, temporary movement, etc) will be considered on a case-by-case basis.

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**PART E EMPLOYMENT CONDITIONS**

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**27 STANDARD ORDINARY HOURS OF WORK – FULL TIME EMPLOYEES**

**Ordinary hours – non-rostered employees**

27.1 Full time AWM employees covered by this Agreement (excluding employees whose employment is subject to a roster) will have work 36  $\frac{3}{4}$  hours per week as their standard ordinary hours of duty. The ordinary hours of duty for full time employees are Monday to Friday between the hours of 8.30 am to 12.30 pm and 1.30 pm to 4.51 pm..

27.2 The span of hours during which employees may work normal hours (excluding employees whose employment is subject to a roster) is 7.00 am to 7.00 pm Monday to Friday. Employees are to agree their normal pattern of attendance with their Section Head. Employees must not work for more than five hours without a break for a meal.

27.3 When an employee requests to work outside this span of hours for personal reasons, they may do so with the agreement of their Section Head. The key consideration is whether the request can be accommodated within operational requirements taking into account security, health and safety factors. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

**Ordinary hours – rostered employees**

27.4 Rostered employees will have the following standard ordinary hours of duty:

- (a) **Security employees** – the ordinary hours of duty will be 76 hours per fortnight. Security staff will work 9.5 hours per working day. This will allow for employees to accumulate time towards 7 Rostered Days Off per financial year. Employees must ensure that they work from 0700 to 1730 with an hour unpaid lunch break. Employees must not work for more than five hours without a break for a meal;
- (b) **Workshop employees** – the ordinary hours of duty will be 38 hours per week over the relevant four week settlement period or the equivalent of 8 hours and 27 minutes per working day. Working these hours employees will achieve two accumulated days off each four week settlement period. Employees may vary their starting and finishing time within the period 7:00 am to 7:00 pm, and the day taken as an Accumulated Day Off, by prior arrangement with their supervisor. In accordance with this arrangement, annual and other leave will be debited at the rate of eight hours and 27 minutes per day and the ADO will not be counted as an absence. Employees must not work for more than five hours without a break for a meal; and
- (c) **All other rostered employees** – the ordinary hours of duty will be 73.5 hours per fortnight. Employees must not work for more than five hours without a break for a meal;

**Recording attendance**

27.5 Employees must record their attendance as specified in the Director's Instruction 7.11 Attendance, Time Recording and Leave Procedures. For employees participating in the Flextime Scheme, hours will be recorded on flex sheets to be maintained in teams and must be available for internal and external audit purposes.

**28 FLEXTIME AND OTHER FLEXIBLE WORKING ARRANGEMENTS**

**Flextime Scheme**

28.1 The maximum number of flexible hours that can accrue under the Director's Instruction 7.11 Attendance, Time Recording and Leave Procedures is 40 hours.

28.2 The Director's Instruction 7.11 Attendance, Time Recording and Leave Procedures sets out policy and procedures in this area and will only be amended through the

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Workplace Relations Committee process. During the life of this Agreement the conditions related to the settlement period, the maximum allowable debit and the maximum period of flex leave allowable within a settlement period will not be altered.

### **29 PART-TIME WORK**

29.1 For part-time employees, ordinary hours of duty are those agreed to in their part-time work agreement.

29.2 The span of hours during which part-time employees may work normal hours (excluding employees whose employment is subject to a roster is 7.00am to 7.00pm Monday to Friday. Employees must not work for more than five hours without a break for a meal.

29.3 Management or employees may initiate proposals for part-time work and proposals for variation of part-time work. An application for part-time work will only be agreed to if the operational requirements of the employee's work unit can be met.

29.4 Employees returning to work after parental and/or maternity leave, or wanting to access part-time work in order to deal with family responsibilities following the birth or adoption of a child may apply to work part-time for a period of up to one year from the date of birth of the child and in the case of adoption one year from the date of the placement of the child. An application for part-time work in these circumstances will only be agreed to if the AWM's operational requirements can be met.

29.5 Annual Salary, benefits and allowances for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the Annual Salary, benefits and allowances applying to full-time employees.

29.6 A full-time employee who becomes a part-time employee is able to revert to full time hours subject to operational requirements or at the expiration of the part-time agreement.

29.7 Applications for part-time employment can only be made for a maximum period of 12 months at any one time.

### **30 EXECUTIVE LEVEL EMPLOYEES PACKAGE**

30.1 Executive level employees, other than Section Heads, who work and record any hours in excess of 24 hours more than the employee's ordinary hours in a month may participate in the AWM's Flextime Scheme.

30.2 Executive level employees who are designated Section Heads or have acted in that capacity for 12 months and continue to act in that capacity will, subject to achieving a satisfactory or better assessment under the BMPFS, have access to an allowance of \$5,525 plus indexation (indexation to be equal to the increases included within the Agreement) per annum, which may be used for work related or other purposes. Details of how this will operate will be set out in an AWM policy which may be amended from time to time in consultation with designated Section Heads.

30.3 Executive level employees who are designated Section Heads and who are at the top of the Executive level 2 Annual Salary range, will, subject to achieving a satisfactory or better assessment under BMPFS, have access to an allowance of 4% of Annual Salary which may be taken as additional Annual Salary or converted to a lump sum and added to the pool of funds described in clause 30.2.

30.4 All Executive level employees including those on temporary assignment at this level for 12 months or more will have access to the Executive Level Development Pool. Details on how the Executive Level Development Pool operates is set out in the AWM's Executive Level Development Pool policy which may be amended from time to time in consultation with Executive Level employees.

**31 OVERTIME AND TIME OFF IN LIEU**

31.1 Executive level employees are not covered by these overtime provisions unless the Director agrees that exceptional circumstances exist.

31.2 For employees other than part-time employees or shift workers overtime means a period in which an employee performs duty as directed, outside the span of hours specified in clause 27.2, on a public holiday or in excess of 10 hours on any one day.

31.3 Overtime must be planned for in consultation with an employee's Section Head and affected employees taking into account the organisation requirements and the needs of the employees in balancing their work and family commitments. Where the number of employees sufficient to meet the requirements cannot be met by alternative means, an employee may be directed to work a reasonable amount of overtime on any day due to operational requirements. Directions to perform overtime must be notified to the relevant Assistant Director.

31.4 For shift workers, duty will be considered overtime where, there has been a prior direction given by their Section Head:

- (a) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
- (b) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

31.5 For part-time employees, duty will be considered overtime where the duty as directed, is not continuous with the employee's agreed and specified hours of work and/or is beyond the total hours of work over the settlement period specified in the employee's part-time agreement or designated for the job.

31.6 Employees working authorised overtime who have a flex debit will not be eligible for overtime payment until the flex debit has been eliminated. Such debits are to be reduced by the period of overtime worked, with the reduction being calculated at the applicable overtime rate.

31.7 Employees working authorised overtime who do not have a flex debit may take their overtime entitlement as time off in lieu (TOIL), calculated at the applicable overtime rate. TOIL arrangements are as follows:

- (a) in considering whether TOIL is appropriate, employees and their Section Head will have regard to the employee's flex credits and TOIL will generally not be used if excess credits will be accumulated which cannot readily be taken;
- (b) prior to working overtime hours, employees and their Section Head are to specify when the TOIL will be taken;
- (c) in cases where employees and their Section Head cannot agree to a specified time to take TOIL, payment of overtime will be made; and
- (d) in cases where TOIL has been granted but operational requirements have prevented the employee from taking time off at the specified time or another agreed period, payment of overtime will be made.

31.8 Payment for overtime will be made at the following rates:

- (a) Monday to Saturday: Time and one half
- (b) Sunday and Public Holidays: Outside the hours 7:00 am to 7:00 pm - double time; within the hours 7:00 am to 7:00 pm - time and one half.

31.9 Except as specified below, overtime rates for shift workers will be subject to the conditions for the payment of overtime in clause 31.4:

- (a) Saturday and/or Sunday: Double time

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- (b) Emergency duty: The provisions of clause 31.4 will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

31.10 An employee's Annual Salary for the purposes of calculating overtime will include all allowances in the nature of Annual Salary.

31.11 The hourly rate for overtime will be calculated using the following formulas:

- (a) Time and a half:  
 $\text{Annual Salary}/313 \times 6/36.75 \times 3/2$
- (b) Double Time:  
 $\text{Annual Salary}/313 \times 6/36.75 \times 2/1$

31.12 A meal allowance may be payable to employees performing overtime subject to clause 33.4.

31.13 Where an employee reports for approved overtime duty, which is not continuous with ordinary duty, and the employee is not required to perform that duty, the employee will be paid for time spent travelling to and from duty plus one hour. The payment will be calculated in accordance with sub-clause 31.4 above (governing the rates) with a maximum payment of four hours.

31.14 Employees called on duty to meet an emergency situation and who had no notification prior to ceasing ordinary duty will be entitled either to payment of overtime or time off in lieu, with a minimum payment of one hour at the double time rate.

31.15 Employees required to work overtime who have not had at least 8 consecutive hours off duty plus reasonable travelling time:

- (a) between the termination of ordinary duty on any day or shift, and the commencement of ordinary work on the next day or shift; or
- (b) on a Saturday, Sunday or a public holiday, not being an ordinary working day, or on a rostered day off, in the 24 hours preceding ordinary commencing time on the employee's next ordinary day or shift

will be granted time off under clause 35.63.

31.16 Employees required to work overtime who have not had at least 8 consecutive hours off duty plus reasonable travelling time will be allowed to leave work after such overtime for a period of 8 consecutive hours off duty, plus reasonable travelling time and will suffer no loss of pay for ordinary working time occurring during the employee's absence.

## **32 SHIFT WORK AND PENALTY PAYMENTS**

### **General**

32.1 Where necessary as a means of meeting operational requirements, the AWM may introduce shift work or a new shift roster or cycle of shifts following consultation with affected employees.

32.2 The Director agrees to advise employees two weeks prior to the intended introduction of any proposed arrangements. The Director will facilitate workplace meetings during rostered hours of duty to provide an opportunity for affected employees to comment on any proposed arrangements.

### **Shift penalties**

32.3 Employees who are required to perform duty as shift workers will be entitled to prescribed shift penalties. Shift penalties will not be taken into account in the calculation of any allowance based upon Annual Salary.

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32.4 A shift worker will be paid at the rate of 50% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Saturday. For all rostered time of ordinary duty performed on Sunday, a shift worker will be paid at the rate of 100% additional to the ordinary rate of pay. A shift worker rostered to perform ordinary duty on a public holiday, and who does not observe the holiday, will be entitled to additional payment at the rate of 150% for the actual time worked on the holiday. A shift worker who would ordinarily not observe a public holiday, but is rostered off on a public holiday, will be entitled to one day's pay at normal rates.

### **Shift Allowance**

#### **General**

32.5 Shift penalties as prescribed in clauses 32.3 to 32.4 above will be paid as a shift allowance as outlined below.

32.6 The Director may determine that penalties will not be paid as an allowance where the circumstances in which the employee is entitled to shift penalties are short term or intermittent in nature.

32.7 Shift allowance will be considered to be Annual Annual Salary for superannuation purposes in accordance with the relevant Superannuation Acts.

#### **Shift allowance**

32.8 An employee whose employment is subject to a roster will receive an annual shift allowance, the amount of which will be calculated as specified in Appendix 3.

32.9 Shift allowance will not be taken into account in the calculation of any allowance or other payment based upon Annual Salary.

32.10 Deductions of shift allowance during periods of absence where the allowance is not payable will be made according to the hours of absence and the annual shift allowance rate.

32.11 The Director may revert an employee or a group of employees to normal shift penalties as described in clauses 32.3 to 32.4 above should there be concern at the extent of any personal leave taken by those employees or employee.

## **33 ALLOWANCES**

### **Allowance rates**

33.1 All allowances covered by this Agreement except for meal, motor vehicle and travel allowances will be adjusted by the quantum of this Agreement for the life of the Agreement.

### **Workplace Representative Allowance**

33.2 An employee who performs the additional duties of an Emergency Warden, Workplace Harassment Contact Officer or Health and Safety Representative shall, subject to completion of a relevant recognised training program and their agreement, be paid an allowance at the rate of \$11.33 per week.

### **Shoe & Sock Allowance**

33.3 An employee who receives a shoe & sock allowance as specified in Director's Instruction 7.12 will be entitled to an annual allowance of \$250.30.

### **Meal allowance**

33.4 An employee who is directed to perform overtime which extends into a meal period by at least 30 minutes as defined below will be paid a meal allowance in addition to any overtime payment.

33.5 For the purposes of this clause, a meal period is:

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**Days on which employee would perform ordinary duty:** 7.00 am to 8.00 am;  
7.00 pm to 8.00 pm and midnight to 1.00 am.

**Days on which employee would not perform ordinary duty:** 7.00 am to 8.00 am;  
12.00 pm to 2.00 pm; 7.00 pm to 8.00 pm; and midnight to 1.00 am.

33.6 Security employees will receive a meal allowance where they are directed to commence overtime at or before 5.30 am on days of ordinary duty.

33.7 The amount of the meal allowance will be the amount published from time to time by the Department of Education, Employment and Workplace Relations

33.8 Payment of meal allowance in accordance with 33.7 will be via the AWM payroll.

### **Motor vehicle allowance**

33.9 Where a Section Head considers that it will result in greater efficiency or involve less expense, an employee may be authorised by the Director to use a private motor vehicle for official purposes.

33.10 Where so authorised, an employee will be entitled to be paid the amount per kilometre as specified by the Australian Taxation Office in Part 2 of Schedule 1 of the *Income Assessment Regulations 1997*. On request by the AWM, an employee will provide evidence of the engine capacity of the employee's private motor vehicle for the purpose of determining the applicable rate of the allowance.

33.11 It is agreed that the AWM will not be responsible for any damaged incurred in the use of private vehicles for official purposes.

### **First aid allowance**

33.12 Where an employee, possessing the required qualification and ability, is appointed by the Director as a First Aid Officer to fulfil responsibilities designated by the Occupational Health and Safety Committee, the employee will be paid the allowance relevant to those responsibilities from the following schedule.

33.13 The minimum required qualifications are Certificate of the St John Ambulance Association, First Aid Certificate of the Australian Red Cross or equivalent as determined by the Director.

<b>Duties</b>	<b>Rate per week</b>
Performs First Aid Officer role	\$11.33
Performs First Aid Officer role and is responsible for first aid kit.	\$13.60
Performs First Aid Officer role and is responsible for all first aid facilities in a building	\$17.00

### **Reimbursement for loss or damage**

33.14 The Director will reimburse an employee a reasonable amount to repair or replace clothing or personal effects where loss or damage is related to the employee's service with the AWM.

33.15 Replacement costs will only be paid where a damaged article cannot be repaired to a reasonable standard.

33.16 For the purposes of sub-clause 33.14, loss or damage will be related to an employee's service with the AWM if the loss or damage:

- (a) occurred while the employee was protecting, or trying to protect, property of the AWM from loss or damage;
- (b) was caused by a fault or defect in goods or other property belonging to the AWM; or
- (c) resulted from an act or omission by another person employed by the AWM.

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33.17 Employees must take reasonable steps, in the circumstances, to avoid the loss or damage and may not be reimbursed for items where reimbursement will, or may, be gained from another source.

### **Disability allowance – carpentry workshop**

33.18 Employees performing carpentry duties in the AWM Workshop will receive an annual allowance of \$1,030 per annum, paid in fortnightly instalments, in lieu of allowances for the following disabilities: Confined Spaces, Dirty Work, Epoxy Based (using), Epoxy Based (close proximity), and Explosive Power Tools.

### **Tool allowance**

33.19 Employees performing carpentry duties in the AWM Workshop who provide their own basic tool kits will receive a Tool Allowance of \$2,060 per annum (to be paid in fortnightly instalments).

### **Restriction allowance – outside of hours (general)**

33.20 Where a Section Head requires that an employee be contactable and available to perform extra duty outside their ordinary span of hours, the employee will be paid a Restriction Allowance as set out below:

- (a) 7.5% of the hourly rate of Annual Salary for each hour restricted Monday to Friday;
- (b) 10% of the hourly rate of Annual Salary for each hour restricted Saturday and Sunday; and
- (c) 15% of the hourly rate of Annual Salary for each hour restricted on public holidays.

33.21 An additional payment of \$44.00 will be paid for each public holiday falling within the period of restriction.

33.22 Except where the Director considers special circumstances warrant, employees at Executive Levels 1 and 2 (and any equivalent classifications) will not be eligible to receive a restriction allowance.

33.23 A restricted employee may be required to work at their usual workplace or at another designated workplace, including their home. Normal overtime provisions will apply if the employee is recalled to duty.

33.24 Overtime will be paid at the applicable rate, at a minimum of 30 minutes per issue for out-of-hours calls where the restricted employee resolves the matter via the call without the need to attend the workplace and, the relevant Section Head considers the issue warrants the payment of overtime.

33.25 No payment of this allowance will be made to the employee for any period they do not remain contactable or at the required degree of readiness to perform extra duty.

### **Community language allowance**

33.26 The Director may approve the payment of an allowance to an employee where:

- (a) there is an identifiable and continuing need for particular language skills; and
- (b) an employee possesses the required level of competency to provide client or employee services in languages other than English, including using Aboriginal and Torres Strait Islander and AUSLAN or other deaf communication skills.

33.27 Rate 1 (Language Aide) in the amount of \$830.18 per annum is payable to an employee who:

- (a) passes the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or
- (b) is recognised by NAATI to possess equivalent proficiency; or

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- (c) is assessed to be at the equivalent level by an individual or body approved by the Director; or
- (d) is waiting to be assessed as above, and whose Section Head certifies that he/she uses the language skills to meet the operating requirements of the workplace, until such time as the assessment is complete.

33.28 Rate 2 allowance (\$1,660.36 per annum) is payable to an employee who:

- (a) is accredited or recognised by NAATI at the Para Professional Interpreter level or above; or
- (b) is assessed to be at the equivalent levels by an individual or body approved by the Director.

### **34 TRAVEL AND RELOCATION**

#### **Excess travel costs**

34.1 The Director may approve the reimbursement to an employee of reasonable additional travel costs, which may include fares and parking, incurred by the employee while performing duty temporarily at a place other than the employee's usual place of work.

#### **Travel allowance**

34.2 An employee who is required to be absent overnight from Canberra on official business within Australia is entitled to an allowance to cover the costs of meals and incidental expenses (eg. airport taxes, telephone calls to maintain contact with family). This will normally be paid as an advance and will not be acquitted.

34.3 Accommodation costs will be paid by AWM credit card in all instances, to avoid the need for acquittal.

34.4 A part-day allowance to cover meal(s) and incidental expenses (eg. airport taxes, telephone calls to maintain contact with family) will be payable to an employee who undertakes travel on official business away from Canberra for absences exceeding 10 hours duration that do not involve absence overnight.

34.5 Where meals and/or accommodation are provided without cost or are funded by other means (eg. conference registrations or sponsorships), the allowances above will be reduced accordingly.

34.6 The allowances are in addition to the cost of conveyance.

34.7 The rate of the travel allowance will be the amounts published from time to time by the Department of Education, Employment and Workplace Relations.

34.8 To maximise opportunities for AWM employees, where agreed, travel allowance for absences may be set at a rate, other than that prescribed in this Agreement, by the Director.

34.9 The payment of part-day travel allowance will be made through normal Annual Salary payments.

34.10 After an employee has resided in the one locality for a period of 21 days, a reviewed allowance which is equal to the amount expended on accommodation, meals and incidentals, or an amount which the Director considers to be reasonable in the circumstances, will be payable.

34.11 The Director may review the payment method for advances to allow for electronic transfers to employees' bank accounts.

#### **Overseas travel allowance**

34.12 An employee required to travel on official business overseas will be provided with a corporate credit card to meet reasonable accommodation costs, and an advance for meal

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and incidental expenses (eg. airport taxes, telephone calls to maintain contact with family). The details of the overseas travel allowance are found in the AWM policy on Official Overseas Travel as varied from time to time.

34.13 The Director may approve, in exceptional circumstances, an advance to cover accommodation expenses.

### **Class of travel**

34.14 Employees are entitled to economy class travel by air, or first class travel by bus or train, where required to travel on official business within Australia.

34.15 Business class travel is an entitlement where an employee is required to travel on official business overseas.

34.16 Notwithstanding the above travel entitlements, an employee may agree to take advantage of other cheaper packages and fares to facilitate and/or extend their travel within the budget that would normally be provided by the AWM.

### **Relocation assistance**

34.17 The Director will determine the extent of any financial assistance for relocation from one locality to another upon movements, engagement, re-assignment or temporary re-assignment in excess of 12 months.

## **35 LEAVE**

### **Leave arrangements**

35.1 Employees maintain coverage for long service leave, compensation leave and maternity leave under the relevant Acts.

35.2 In keeping with the principles of achieving cost-effective personnel services and good management of employees' entitlements, Section Heads, in consultation with the employee(s) concerned, should encourage the use of flextime or TOIL for absences of less than one day.

35.3 Grants of annual leave, personal/carer's leave and miscellaneous leave are based on ordinary hours specified in a part-time agreement, rostered ordinary hours or ordinary hours according to the employee's status.

35.4 Annual and other leave will be debited at the applicable rate, including for rostered employees, whose leave will be debited at the rate applicable to the particular rostered day had the employee worked that day.

35.5 Leave that an employee has accrued before the lodgement of this Agreement will be credited in line with the AWM's leave arrangements in existence at the time the leave entitlement was accrued.

### **Annual leave**

35.6 Full time employees and employees whose ordinary rostered working hours are 73.5 per fortnight are entitled to 147 hours of paid annual leave per annum.

35.7 Rostered employees whose ordinary hours are 38 hours per week or 76 hours per fortnight are entitled to 152 hours of paid annual leave per annum.

### ***Credits and accrual of annual leave***

35.8 Annual leave accrues daily and will be credited monthly.

35.9 Annual leave credits will not accrue during aggregated periods of leave not to count as service over 30 days in the accrual year or for any unauthorised absence.

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35.10 Pro rata leave (this applies to those employees who have not completed a full calendar year or those employed on a part time basis) will be calculated according to the following formula:

$$\frac{A \times B \times C}{D}$$

**A** = standard number of hours per week for period.

**B** = number of calendar days to count as service in period.

**Where C** = a basic annual leave credit of four weeks.

**D** = number of calendar days in the year.

35.11 Employees will accrue an additional 0.5 day credit for each rostered Sunday worked, subject each year to a maximum of:

- (a) 38 hours for employees in Security; or
- (b) 36.75 hours for other employees

with the above maximums being pro rated for part-time employees.

35.12 An employee whose employment is subject to a roster and who would normally be rostered on for duty when a shift penalty is payable, who is on annual leave, will be entitled to half the normal shift penalty payment.

35.13 Shift allowance is payable through periods of annual leave. Shift allowance is not payable during any period of leave other than annual leave.

### **Taking of annual leave**

35.14 An employee is entitled to taken an amount of annual leave if:

- (a) at least that amount of annual leave is credited to the employee; and
- (b) the leave has been authorized, noting that under Section 88(2) of the *Fair Work Act 2009* that the Director must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

35.15 Annual leave may be taken at either full-pay or half-pay.

35.16 Annual leave may be granted to an employee who is unfit for duty where the employee has exhausted paid personal leave. In such cases the rules governing the taking of personal leave apply to annual leave.

35.17 Employees with at least three months service who have no annual leave credits may be advanced up to one week of the annual leave credit provided there is expectation of accrual. The maximum advance of leave will be based on the hours that the employee is working at the time of anticipation.

35.18 Annual leave counts as service for all purposes.

35.19 All annual leave entitlements accrued by AWM employees by virtue of their employment in the APS prior to the starting day of this Agreement are unaffected by this Agreement.

### **Excess leave**

35.20 Employees who have two or more years annual leave credit on the 1<sup>st</sup> of August each year will, subject to the requirements of sub section 93(3) of the *Fair Work Act 2009*, be deemed to be on annual leave from 1 August until any excess credit has been eliminated.

35.21 In exceptional circumstances where an employee has excess annual leave credits and their Section Head has advised, in writing, that the employee is unable to avail

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themselves of this leave stating the reasons why, the employee and Section Head may seek the Director's approval for a new deeming date within the same calendar year.

35.22 Employees may elect, in writing, to cash-out up to a maximum of one week of excess credit as at the deeming date so long as the cash-out will not result in the employees accrued entitlement to annual leave being less than four weeks. The relevant Section Head must seek approval from the relevant Branch Head prior to approving a cash-out. In requesting approval, the Section Head must outline reasons why the employee is unable to avail themselves of the excess leave.

### ***Payment in lieu***

35.23 Where an employee ceases duty with the APS, the employee will be entitled to payment in lieu of unused annual leave credited.

35.24 Payment made under clause 35.23 will be calculated using the employee's final rate of Annual Salary, including allowances that would have been included in the employee's pay during a period of annual leave. An employee is entitled to payment of any penalty allowance that would have been payable had the employee taken the period of leave.

### ***Recrediting of annual leave***

35.25 If an employee is recalled to duty during a period of annual leave, the employee is to be recredited with a period equivalent to the ordinary duty worked during the annual leave.

35.26 If an employee becomes ill during a period of annual leave, the employee may apply for personal leave and recrediting of annual leave on production of satisfactory medical evidence. Annual leave will be recredited to the extent of the period of personal leave granted. This provision is subject to a minimum of one full day.

35.27 If, during a period of annual leave, an employee is granted compassionate leave for the death of an immediate family member of not less than one day under clause 35.63, the employee is to be recredited with a period of annual leave equivalent to the compassionate leave granted.

### ***Long service leave***

35.28 Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

### ***Purchased leave***

35.29 Employees may apply to purchase up to four weeks additional leave per year. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over the remaining 12 month calendar year. This will commence on the first pay after the application to purchase leave is approved.

35.30 Applications for purchased leave will be considered having regard to the operational requirements of the AWM. To assist in this consideration, an application for purchased leave should include an indication of the period(s) during which the employee intends to use the purchased leave.

35.31 Details of how applications for purchased leave are to be made and will be dealt with are contained in Director's Instruction 7.10, Purchased Leave Policy. The Director's Instructions will only be changed by agreement of the parties to this Agreement.

### ***Personal/Carer's leave***

#### ***Credits and accrual of personal leave***

35.32 Ongoing employees will accrue 18 days paid personal/carers leave upon commencement for the first 12 months of employment.

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35.33 After the first 12 months of employment, ongoing employees will accrue and be credited personal/carer's leave progressively on a monthly basis according to the employee's ordinary hours of work, and accumulates from year to year.

35.34 Employees engaged for a period of less than 12 months will accrue an amount of 1.5 days paid personal/carers leave for each completed month of continuous service. After 12 months of continuous service, the provisions for ongoing employees will apply.

35.35 An employee is entitled to up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of a personal illness or injury of the member, or an unexpected emergency affecting the member.

35.36 Personal/carer's leave counts as service for all purposes.

35.37 An employee receiving workers compensation for more than 45 weeks will accrue personal leave on an hours-actually-worked basis.

### ***Grants of Personal/Carer's leave***

35.38 Employees must advise their Section Head as soon as possible of their absence or their intention to be absent as specified by Director's Instruction 7.11 Attendance, Time Recording and Leave Procedures.

35.39 Personal leave may be granted by the Section Head in the following further circumstances:

- (a) where the employee is unfit for duty due to illness or injury;
- (b) for the death of a family member or close friend;
- (c) to move house;
- (d) to care for members of their immediate family or household who are ill; or
- (e) other emergency reasons considered appropriate.

35.40 Employees must provide acceptable evidence that would satisfy the relevant Section or Branch Head that the leave was taken for a permitted purpose. This would generally be either a medical certificate or a statutory declaration in respect of any period of personal/carer's leave in excess of 3 consecutive days. The Director may also require documentary evidence for a period of less than 3 days where the Director considers it appropriate. If suitable documentary evidence is not provided the absence will be treated as leave without pay.

35.41 Paid personal/carer's leave will be debited at the relevant full pay rate.

### ***Adoption Leave***

35.42 The Director may grant 14 weeks full pay leave, to eligible employees, for the purposes of adopting a child. Documentary evidence must be submitted on application for leave. Adoption leave may be approved for the purposes of:

- completing administrative and legal procedures (leave may be granted on more than one occasion during this stage of the adoption process);
- travelling to and returning from the location where the employee first accepts responsibility for the adopted child; and
- recuperating with the child upon returning home

35.43 Adoption leave is non-gender specific and counts towards any parental leave that is taken in conjunction with the adoption of a child.

35.44 The adopted child must not have previously lived with the employee for continuous period of six months or more. The adopted child must not be a child or a step-child of the

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employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

35.45 An employee with less than twelve months continuous service in the APS is eligible for adoptive leave but only as leave without pay.

35.46 Adoption leave with pay counts as service for all purposes and must be taken within 66 weeks from assuming responsibility for the child.

35.47 Employees who are entitled to paid adoption leave are also eligible to access personal leave for adoption purposes as specified in clause 35.48.

### ***Personal leave for parental purposes***

35.48 To assist with child caring purposes, AWM employees may access up to a maximum of four weeks of available paid personal/carer's leave credits during the 12 month period following the birth of a child by the employee or their spouse/partner. This provision is subject to the Maternity Leave Act regarding use of personal leave during periods of paid maternity leave.

### ***Invalidity***

35.49 An employee will not, without the employee's consent, have their employment terminated on invalidity grounds before their personal leave credits have been exhausted up to a maximum of 52 weeks.

35.50 An employee whose APS employment is terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976 (Cth)*, will be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, in credit at the time of termination of employment.

### ***Personal/Carer's leave during other leave***

35.51 Employees who are medically unfit for duty for one day or longer while on annual, long service or unpaid maternity leave and who produce satisfactory medical evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the period of personal leave granted.

35.52 An employee is unable to access personal leave while on paid maternity leave and may not substitute personal leave for paid maternity leave.

35.53 Personal leave will not be debited where an employee is medically unfit on a public holiday, which they would otherwise have observed.

### ***War service sick leave***

35.54 Employees with certain **Defence Force Service** prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional personal leave. Eligible employees may accrue two separate credits:

- (a) a special non-accumulative credit of nine weeks on commencement in the APS; and
- (b) an annual credit of three weeks for each year of APS service, with first credit on the day of commencement. Unused credits will accumulate subject to a maximum credit balance of nine weeks.

35.55 This leave may be granted when an employee is unfit for duty due to a war-caused medical condition. This leave is paid and counts for service for all purposes.

### ***Leave – portability, and recognition of prior service***

35.56 When an employee moves to the AWM from another agency, either through:

- (a) promotion or reassignment of duties under the PS Act; or

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- (b) the mobility arrangements contained in the:
  - (i) Parliamentary Services Act 1999; and
  - (ii) Australian Capital Territory Government Service (Consequential Provisions) Act 1994;

all accrued annual and personal/carer's leave (however defined in the employee's former agency) entitlements will be transferred, providing there is no break in continuity of service.

35.57 Non-ongoing employees who commence with the AWM from another APS agency, will not gain recognitions for annual leave or personal leave accrued with other agencies unless otherwise determined by the Director.

35.58 Provisions for the recognition of prior service for long service purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth). Employees who have a period of prior service recognised in accordance with this Act may have the period of service also recognised for personal leave, provided the break in continuous service has not exceeded two months.

35.59 Where a period of service is recognised for personal leave, accrual will be at the rate applicable in the AWM at the time, less any leave taken or paid out in lieu. Where there are no available records of leave taken during a period of prior service, a deduction of five days per year of recognised service will be made.

35.60 The Director may, in exceptional circumstances, recognise a period of service that does not fall within the definition referred to in clause 35.70 for long service leave and personal leave purposes.

### **Compassionate leave**

35.61 An employee is entitled to a maximum period of 3 days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

35.62 However, the employee is entitled to compassionate leave only if the employee gives his or her employer any evidence that the employer reasonably requires of the illness, injury or death.

### **Miscellaneous leave**

35.63 The Director may approve leave for other reasons not covered by other leave types having regard to operational needs of the AWM. This miscellaneous leave can be with or without pay as indicated below.

35.64 Miscellaneous leave **with pay** may be granted by the Director in, but not limited to, the following circumstances:

- (a) Studybank leave;
- (b) Rest break after overtime performed in accordance with clauses 31.15 and 31.16;
- (c) requirement to undertake jury service;
- (d) Defence Force requirements;
- (e) participation in major international sporting events;
- (f) NAIDOC week activities;
- (g) Local Government purposes;

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- (h) participation in State Emergency Service and other emergency volunteer organisation activities; and
- (i) leave to attend industrial proceedings directly involving the AWM and subject to the procedures as defined in clause 43 of this Agreement.

35.65 In addition to the reasons listed above, the Director may grant additional leave to employees in recognition of extraordinary circumstances. Examples of the types of circumstances are involvement of employees affected in state of emergency situations such as bushfires, floods and earthquakes.

35.66 Miscellaneous leave **without pay** can be granted by the Director in, but not limited to, the following circumstances:

- (a) full time study commitments;
- (b) parental leave (including for adopted children);
- (c) ceremonial purposes for Aboriginal and Torres Strait Islanders;
- (d) days of cultural or religious significance for employees;
- (e) accompanying a spouse on a posting;
- (f) work in the interests of the AWM; and
- (g) for other purposes where other types of paid leave have been exhausted.

35.67 Except for miscellaneous leave without pay taken for work in the interest of the AWM, or for full time study commitments of approved students which will count for long service leave purposes all other miscellaneous leave without pay will not count for service.

35.68 Miscellaneous leave does not count as service for any purpose if the employee does not resume duty in the AWM at the end of the period of leave.

### **Defence Reserve leave**

35.69 Miscellaneous Leave with pay shall be granted to an employee of the AWM, who is a member of the Defence Reserve, to undertake Defence Force Training.

35.70 Employees on probation will not be entitled to paid leave but will be entitled to unpaid leave to count as service.

35.71 Non-ongoing employees on a contract of less than six months will not normally be entitled to paid leave but will be entitled to unpaid leave to count as service.

35.72 The minimum period of Defence Reserve leave available for training purposes shall be twenty working days per year which may accumulate and be taken over a two year period.

35.73 For the purposes of the above a year means any period commencing on 1 July and ending on the following 30 June.

35.74 In addition to the above, the Director may grant additional miscellaneous leave, with or without pay, for Defence Force requirements, including deployment.

35.75 All miscellaneous leave granted for Defence Reserve purposes shall count as service for all purposes.

35.76 Irrespective of the preceding, employees who are members of the Defence Reserve may also apply for recreation leave, long service leave or flex leave for Defence Reserve purposes.

### **Maternity leave**

35.77 AWM employees who are entitled to paid maternity leave under the Maternity Leave Act will have access to 14 weeks paid maternity leave and may elect to take that leave at half pay to enable the payment to which the employee is entitled to be paid over a longer

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period of time. In accordance with the provisions of that Act, only the first twelve weeks of that leave will count as service.

### **36 HOLIDAYS**

36.1 Employees will observe the following public holidays - New Year's Day (or substitute); Australia Day (or substitute); Good Friday, Easter Monday; ANZAC Day (or substitute); Queens Birthday, as gazetted by the relevant State or Territory; Labour Day, as gazetted by the relevant State or Territory; Christmas Day (or substitute); and Boxing Day (or substitute); Canberra Day; and any other public holiday legislated, declared, proclaimed, gazetted or otherwise prescribed as a holiday in the ACT.

36.2 In addition to clause 36.1, Memorial employees will observe as if it were a public holiday, one of the normal working days between Christmas Day and New Year's Day.

36.3 Where the Director and a majority of affected employees' agree, another day may be substituted for any holiday prescribed above.

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## **PART F CO-OPERATIVE AND SAFE WORKING ENVIRONMENT**

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### **37 WORKING FLEXIBLY**

#### **General arrangements - the parties agree to;**

- (a) Maximising the potential for revenue generation by supporting creative and effective processes, procedures and by actively participating in the marketing and development of products and initiatives.
- (b) Actively supporting the introduction of an Enterprise Content Management System.
- (c) Continuously improving work practices and business processes to achieve increased operational efficiency and economies with streamlined administrative process and procedures including adjustments to staffing as required.
- (d) Employees in undertaking their duties will implement actions that will support environmental and energy management initiatives to reduce, over the life of this Agreement, energy usage in the workplace by at least 10%.
- (e) Employees participating in collection maintenance programs in accordance with business plans.
- (f) Employees will, in accordance with conditions contained in this Agreement, support the operation of the AWM over the full seven days of its operating hours.
- (g) Employees in recognition of the special needs for major events held outside of normal hours will, at their discretion, work additional hours to cover these events and will receive TOIL at the applicable overtime rate to be taken by the employee at a time convenient to both the employee and the work area but must be taken within the year of accrual. Those employees unable to assist at major events will not suffer any detriment to their career.
- (h) Employees across all areas, will actively market the AWM's exhibitions, programs and publications such as the Wartime magazine.
- (i) All employees will adopt a flexible and cooperative approach to the development of major corporate priorities recognising that this may involve some temporary disruption to parts of the work environment.
- (j) Employees will seek to maintain and improve the low level of absenteeism at or below 5 days per FTE.

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37.1 AWM Section Heads are to plan for and incorporate the participation of employees in special events as applicable in their Section business plans (including cross-Section arrangements where applicable).

### **38 WORKPLACE DIVERSITY**

#### **Workplace Diversity Program**

38.1 The AWM recognises employment equity as a key element of developing a diverse workforce. The AWM's commitment to preventing or eliminating all forms of employment discrimination along with continuing to maintain its workplace diversity program is contained in AWM Diversity Program.

#### **Supported wage for employees with a disability**

38.2 Supported wage rates as set out in Appendix 2 will apply to any employee engaged under the Supported Wage System.

### **39 PREVENTING HARASSMENT IN THE WORKPLACE**

39.1 The Director will continue to ensure appropriate arrangements are in place to prevent harassment in the workplace through the 'Harassment Free Workplace' guidelines, training programs and the AWM's existing network of Workplace Harassment Contact Officers.

### **40 WORKPLACE SUPPORT**

39.1 The Director may provide for flexible workplace practices for employees, including those of breast feeding mothers, where possible, by the provision of flexible working arrangements and accommodation. The AWM encourages Section Heads and co-workers of breast feeding mothers to be supportive and flexible in their approach to requests for support.

#### **Financial Support**

39.2 In recognition of the significant step in an employee's life of planning for their retirement, the Director will provide a maximum of \$300 for financial counselling sought by the employee within 12 months prior to their retirement.

#### **Assistance after extended absences**

39.3 The Director agrees to provide prerequisite training as required to assist employees returning to work after an extended absence for parental and/or family related purposes.

#### **Extra dependent care costs**

39.4 In recognition of dependant care responsibilities, Section Heads may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:

- (a) required to travel away from their normal work location for business purposes; or
- (b) directed to work additional hours or to attend a conference or training course within the extended bandwidth or outside the employee's regular hours of work.

#### **Employee Assistance Program (EAP)**

39.5 The Director will provide access to an Employee Assistance Program. A confidential, professional counselling service will be available to employees and also their families to help them resolve both personal and work related problems.

#### **Health & Lifestyle**

39.6 The Director agrees to recognise the importance of physical well being for employees and the positive impact this can have on their work and family life and agree to

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facilitate initiatives that support this. Specific initiatives include promoting and conducting Health & Lifestyle sessions each year.

39.7 The Director agrees to consider other initiatives brought forward by employees or management for consideration via existing consultation channels.

### **41 EMPLOYEE INVOLVEMENT**

#### **General Consultation**

41.1 The Director will communicate and consult with employees on workplace issues wherever possible.

41.2 The AWM provides the corporate and business planning processes and team and Section meetings for continuing consultation and discussion and to seek comments and suggestions from employees about workplace matters.

#### **Consultation**

41.3 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to its production, programs, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on the employee of the enterprise.

41.4 The employer must notify the relevant employees of the decision to introduce the major change.

41.5 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

41.6 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.

41.7 As soon as practicable after making its decision, the employer must:

- (a) discuss with the employee:
  - (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.

41.8 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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41.9 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

41.10 If a term in the enterprise agreement provides for a major change to production, programs, organisation, structure or technology in relation to the activities of the AWM, the requirements set out in subclauses (41.4), (41.5) and (41.7) are taken not to apply.

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41.11 In this clause, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of the employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of the 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 the employees; or
- (f) the need to relocate the employees to another workplace; or
- (g) the restructuring of jobs.

41.12 In this term, **relevant employees** means the employees who may be affected by the major change.

### **Workplace Relations Committee**

41.13 The Workplace Relations Committee (WRC) will continue to operate.

41.14 The Memorial will consult the WRC on issues surrounding the implementation and operation of this Agreement and other issues affecting the employment conditions of employees. The Memorial will take into account the views of the WRC in the decision making process for implementing this Agreement. The Memorial will allow a reasonable period for the WRC to consider issues.

41.15 The Memorial and its employees agree that the Memorial will continue to undertake broader consultation with employees outside the WRC forum.

41.16 The WRC will be chaired by the Assistant Director Corporate Services and comprise:

- (a) four employees, nominated or elected by employees; one union official from each representative union; and
- (b) the Assistant Director Public Programs, the Assistant Director National Collections, and the Head of the People Management Section .

41.17 Access to appropriate facilities (including communications systems, office equipment and notice boards (not within public contact areas)) will be available to members of the WRC and members of working groups established by the WRC for WRC business.

41.18 Reasonable access to training will also be facilitated during work time where this does not affect the efficient operation of the employees work area.

### **Representation**

41.19 Consistent with the *Fair Work Act 2009* all AWM employees are guaranteed freedom of association and are entitled to be represented by a person of their choice in discussions associated with workplace issues.

## **42 HEALTH AND SAFETY**

42.1 The Director will comply with the health and safety obligations as detailed in the *Occupational Health and Safety Act 1991*. The Director agrees to:

- (a) Provide for eyesight testing at no more than two yearly intervals, unless symptoms occur which indicate that further testing is necessary, to all employees who, as an integral part of their duties, are required to operate Screen Based Equipment (SBE);

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and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (e.g. microscopy).

- (b) Pay the full cost of the initial eyesight testing. If an employee is referred by the person conducting the test to an ophthalmologist for a condition related to the purpose for which they are being tested, the AWM would also pay for this referral.
- (c) Reimburse up to \$105 for single vision lenses and \$180 for bifocals where lenses are prescribed specifically for use with SBE (there will be no extra reimbursement for multifocal or trifocal lenses and visual correction which is recommended for general use, such as reading and driving).
- (d) Reimburse \$40 each two years on receipt of purchase of sunglasses for those staff required as part of their duties to perform those duties for extended periods in an outdoor environment.
- (e) Bi-annual hazardous chemical exposure testing including hearing will also be supported for employees whose duties involve use of hazardous chemicals or exposure to noise levels in areas where the recommended limits are exceeded, or where staff operate heavy machinery and the staff member requests testing.

### **PART G DISPUTE SETTLEMENT PROCEDURE**

#### **43 DISPUTES**

43.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

43.2 The employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

43.3 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.

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

43.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia 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 Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

*A decision that Fair Work Australia 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.*

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

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- (a) the 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) the 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.

43.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

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**APPENDIX 1 – BASE RATES OF PAY (Annual)**

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<b>Classification</b>	<b>Pay Point</b>	<b>On Commencement</b>
<b>APS Level 1</b> Under 18 years At 18 years At 19 years At 20 years		\$22,450
		\$26,190
		\$30,308
		\$34,047
<b>Adult Rate</b>	1.1	\$37,415
	1.2	\$38,602
	1.3	\$39,792
	1.4	\$41,355
<b>APS Level 2</b>	2.1	\$42,344
	2.2	\$43,482
	2.3	\$44,652
	2.4	\$45,839
	2.5	\$46,956
<b>APS Level 3</b>	3.1	\$48,231
	3.2	\$49,486
	3.3	\$50,742
	3.4	\$52,058
<b>APS Level 4</b>	4.1	\$53,755
	4.2	\$55,374
	4.3	\$56,997
	4.4	\$58,366
<b>APS Level 5</b>	5.1	\$59,957
	5.2	\$61,835
	5.3	\$63,578
<b>APS Level 6</b>	6.1	\$64,757
	6.2	\$66,397
	6.3	\$68,584
	6.4	\$71,588
	6.5	\$74,389
<b>Executive Level 1</b>	EL 1.1	\$83,017
	EL 1.2	\$86,264
	EL 1.3	\$89,643
<b>Executive Level 2</b>	EL 2.1	\$95,745
	EL 2.2	\$101,924
	EL 2.3	\$108,550
<b>Barrier - Section Head</b>	EL 2.4	\$112,183
<b>Section Head (CI42.4)</b>	EL 2.5	\$116,671

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**APPENDIX 1.1 – BROADBAND RATES OF PAY (Annual)**

<b>Classification Base Broadband</b>	<b>AWM Broadband Description</b>	<b>Pay Point</b>	<b>On Commencement</b>
Under 18 years	Base entry. Progression beyond a barrier to the APS Level 2 will be subject to there being appropriate work available at that level and satisfactory performance against the BMPFS.		\$22,450
At 18 years			\$26,190
At 19 years			\$30,308
At 20 years			\$34,047
<b>Adult APSL1</b>		<b>1</b>	\$37,415
		2	\$38,602
		3	\$39,792
		4	\$41,355
<b>Barrier - APSL2</b>		<b>5</b>	\$42,344
		6	\$43,482
		7	\$44,652
		8	\$45,839
		9	\$46,956
<b>AWM Broadband 1</b>	Applies to tradespersons engaged in the Workshop. Completion of a trade level would be required and post-trade qualifications are desirable for advancement beyond the fourth point.		
APSL2		1	\$44,652
		2	\$46,956
APSL3		3	\$49,486
		4	\$52,058
<b>Barrier - APS 4</b>		<b>5</b>	\$53,755
		6	\$55,374
<b>AWM Broadband 2</b>	Applies to the management of tradespersons engaged in the Workshop. Progression beyond the third point requires the employee to have significant input to management of the workshop. Completion of a trade level certificate would be required and post-trade qualifications are required for advancement beyond the third point.		
APSL 4		1	\$56,997
APSL 5		2 3	\$59,957
			\$63,578
<b>Barrier - APS 6</b>		<b>4</b>	\$68,584
		<b>5</b>	\$74,387
<b>AWM Broadband 3</b>	Applies to professionally qualified employees engaged to assist in professional functions of the Memorial. A barrier at the third point provides for advancement of persons with a three year university qualification and at the fourth point to allow advancement of persons with a four year university qualification.		
APSL2		1	\$45,834
APSL3		2	\$48,231
<b>3 yr quals - APSL3</b>		<b>3</b>	\$50,742
<b>4 yr quals - APSL4</b>		<b>4</b>	\$53,755
		5	\$56,989
APSL5		6	\$60,375
	7	\$63,578	
<b>AWM Broadband 4</b>	Applies to qualified employees engaged to assist in public affairs functions of the Memorial. Employees would usually be recruited according to a qualification relevant to the particular range of functions required.		
APS 4		1	\$55,464
		2	\$58,366
APSL5		3	\$61,835
		4	\$63,578

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**APPENDIX 2 – SUPPORTED WAGES FOR EMPLOYEES WITH A DISABILITY**

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**Employment at lower than specified Annual Salary levels**

1. Consistent with the social justice objectives of the APS, employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported Annual Salary, appropriate to the APS classification in which they are employed, at a rate below the Annual Salary levels prescribed in this Agreement.

**Definitions**

2. In this Attachment, the following definitions will apply:

**‘Supported Wage System’** means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability.

**‘Accredited Assessor’** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments for an individual’s productive capacity within the Supported Wage System.

**‘Disability Support Pension’** means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**‘Assessment instrument’** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

**Eligibility criteria**

3. Subject to the following two paragraphs, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work value level 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.

4. The provisions in the Attachment do not apply to:

- (a) any existing employee who has a claim against the Commonwealth which is subject to the provisions of workers’ compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or
- (b) an employee in respect of whom funding has been provided under the Disability Services Act 1986 for the dual role of service provider and sheltered employer.

**Supported Annual Salary rates**

5. Employees to whom the provisions in the Appendix apply will be paid the applicable percentage of the relevant Annual Salary rate prescribed below for the work value they are performing as follows, provided that the amount payable will not be less than \$71 per week.

**Supported Annual Salary rates percentages**

<b>Assessed capacity</b>	<b>% of prescribed salary rate</b>
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**Assessment of capacity**

6. For the purpose of establishing the percentage of the Annual Salary rate to be paid to an employee under the provisions of this Attachment, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- the Director, in consultation with the employee; or, if desired by any of these,
- the Director and an accredited assessor from a panel agreed by the employee.

\*Where a person's assessed capacity is 10%, the employee will receive a high degree of assistance and support.

**Lodgement of assessment**

7. All assessment instruments, including the assessment of the percentage of the Annual Salary rate to be paid to the employee, will be lodged by the Director with the Industrial Registrar of the AIRC. All assessment instruments will be agreed and signed by the employee and the Director.

**Review of assessment**

8. The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wages System.

**Other terms and conditions of employment**

9. Where an assessment has been made, the applicable percentage will apply to the Annual Salary rate only. Employees covered by the provisions of this Attachment will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a *pro rata* basis.

**Workplace adjustment**

10. Where the Director employs a person under the provisions of this Appendix, reasonable steps to make changes in the workplace will be taken to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working arrangement and work organisation in consultation with other employees in the work group.

**Trial period**

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

12. During the trial period the assessment of capacity will be undertaken and the proposed Annual Salary rate for a continuing employment relationship will be determined.

13. The amount payable to the employee during the trial period shall be no less than \$60 per week.

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

15. Where the employee and the Director wish to establish a continuing employment relationship following the completion of the trial period, further employment arrangements will be based on the assessment outcome.

**AWM Teamwork Agreement 2010–2011**

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**APPENDIX 3 – FORMULA TO CALCULATE SHIFT ALLOWANCE**

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The formula below calculates the percentage of Annual Salary that will constitute a shift allowance.

Number of working hours per annum:

36.75 hours per week = 1918.35 hours per annum, and

38 hours per week = 1983.6 hours per annum.

**(A) Averaged shift penalties**

$$\frac{\text{Hours in roster on penalties} \times \text{penalty rate}}{\text{Working hours in roster}} \times 100$$

PLUS

**(B) Penalties @ 50% payable during periods of annual leave (including additional leave in lieu of Sundays)**

$$\frac{\text{Hours of annual leave}}{\text{Working hours per annum}} \times (\text{A}) \times 50\% \times 100$$

LESS

**(C) Averaged shift penalties not payable during annual leave (including additional leave in lieu of Sundays)**

$$\frac{\text{Hours of annual leave}}{\text{Working hours per annum}} \times (\text{A}) \times 100$$

LESS

**(D) Averaged shift penalties during Public Holidays**

formula to calculate hours of public holidays worked:

*(Hours worked during roster) X (number of public holidays per annum) ÷ (days within roster in which shifts may be worked)*

$$\frac{\text{Hours of public holidays}}{\text{Working hours per annum}} \times (\text{A}) \times 100$$

PLUS

**(E) 150% payment for public holidays worked (where public holidays not observed)**

$$\frac{\text{Hours of public holidays}}{\text{Working hours per annum}} \times 150\% \times 100$$

PLUS

**(F) Payment in lieu for days rostered off duty on public holidays @ single time (where public holidays are not observed)**

formula to calculate hours of public holidays not worked

*(Hours worked in roster) ÷ (number of shifts worked by a shift worker in a roster) X (number of public holidays per annum) - (hours of public holidays worked).*

$$\frac{\text{Hours of public holidays not worked}}{\text{Working hours per annum}} \times 100$$

PLUS - optional inclusion

**(G) Payment in lieu of additional annual leave for working Sundays**

$$\frac{\text{Hours of additional annual leave}}{\text{Working hours per annum}} \times 100$$

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**APPENDIX 4 – JUNIOR AND TRAINEE RATES PERCENTAGES**

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**Schedule 1 – Junior rates percentages**

<b>TABLE – Junior Rates Percentages</b>	
<b>Age of Employee</b>	<b>Percentage of minimum adult Annual Salary</b>
Under 18 years	60
At 18 years	70
At 19 years	81
At 20 years	91

**Schedule 2 – Trainee rates percentages**

<b>Year of Schooling Completed</b>	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
School Leaver	30% (50%)	40% (33%)	-
School Leaver	40% (33%)	45% (25%)	56%
plus 1 year out of school	45% (25%)	56%	65%
plus 2 years	56%	65%	73%
plus 3 years	65%	73%	80%
plus 4 year	73%	80%	80%
plus 5 year or more	80%	80%	80%

\* Figures in brackets represent time to be spent in recognised training activities. If no bracketed figure taken to be 20 per cent.

## 44 Formal Acceptance of the Agreement

44.1 This Agreement is made and approved under section 172 of the Fair Work Act 2009. It is an Enterprise Agreement between the Australian War Memorial and its non SES employees whose employment is subject to this Agreement.

44.2 By signing below, the parties to the Agreement signify their acceptance of its terms and conditions.

### Employer

.....Date .....

Nola Anderson, Acting Director of the Australian War Memorial

### Bargaining Representatives

.....Date.....

Ben Davis, Staff Representative

.....Date .....

Shane Kenningham, Staff Representative

.....Date .....

Michael White, ACT Branch Secretary, MEAA

.....Date.....

Dean Hall, Secretary CFMEU

.....Date .....

Alistair Waters, CPSU Deputy National Secretary

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**Contact Addresses of Signatories:**

Ms Nola Anderson  
Acting Director  
Australian War Memorial  
GPO Box 345  
Canberra ACT 2602

Mr Ben Davis  
Security Shift Supervisor, Buildings and Services Section  
Australian War Memorial  
GPO Box 345  
Canberra ACT 2602

Mr Shane Kenningham  
Manager Personnel Operations  
Australian War Memorial  
GPO Box 345  
Canberra ACT 2602

Mr Michael White  
ACT Branch Secretary, MEAA  
PO Box 6065  
Kingston ACT 2604

Mr Dean Hall  
Secretary, CFMEU  
2 Badham Street  
Dickson ACT 2602

Mr Alistair Waters  
CPSU Deputy National Secretary  
Level 1 40 Brisbane Avenue  
Barton ACT 2600