



## National Archives of Australia Enterprise Agreement 2017-2020

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Formal acceptance of agreement and signatories

This Agreement is made under section 172 of the *Fair Work Act 2009*.

Signed:

Dated: / /

David Fricker

Director-General

National Archives of Australia

Signed:

Dated: / /

Beth Vincent-Pietsch

Deputy Secretary

Community and Public Sector Union

## Part A - Agreement

### Title

- 1 This Agreement is made under section 172 of the *Fair Work Act 2009* (the Fair Work Act) and will be known as the *National Archives of Australia Enterprise Agreement 2017-2020* (the Agreement).

### Coverage

- 2 In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:
- the Commonwealth of Australia, represented by the Director-General; and
  - all eligible employees under the *Public Service Act 1999* excluding those employees substantively performing duties in the Senior Executive Service.

### Duration

- 3 This Agreement will commence operation seven (7) days after approval by the Fair Work Commission.
- 4 This Agreement will nominally expire three years after the date of commencement.

### Interaction with Acts

- 5 It is acknowledged that employment is subject to the provisions of various Acts including entitlements, regulations, directions, rules or instruments made under those Acts including, but not limited to, the:
- *Administrative Decisions (Judicial Review) Act 1977*;
  - *Age Discrimination Act 2004*;
  - *Archives Act 1983*;
  - *Disability Discrimination Act 1992*;
  - *Fair Work Act 2009*;
  - *Public Governance, Performance and Accountability Act 2013*;
  - *Freedom of Information Act 1982*;
  - *Long Service Leave (Commonwealth Employees) Act 1976*;
  - *Maternity Leave (Commonwealth Employees) Act 1973*;
  - *Work Health and Safety Act 2011*;
  - *Public Service Act 1999*;
  - *Privacy Act 1988*;
  - *Racial Discrimination Act 1975*;

- *Safety, Rehabilitation and Compensation Act 1988;*
- *Sex Discriminations Act 1984;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation (Productivity Benefit) Act 1988;*
- *Superannuation Guarantee (Administration) Act 1992.*

### **Supporting policies and guidelines**

- 6 The application of this Agreement is supported by policies, programs and/or guidelines. If there is any inconsistency between the policies, programs and/or guidelines the express terms of the Agreement prevail. Policies, programs and/or guidelines supporting the operation of this Agreement do not form part of the Agreement.
- 7 The Archives and its employees agree that such policies, programs and/or guidelines when developed or varied will be available to all employees and the Workplace Relations Committee (WRC) for a reasonable period to provide comment and feedback. The Archives will consider any comments and feedback received prior to a decision being made. Further information can be found in the Workplace Relations Committee's Terms of Reference.

### **Delegation of powers and functions**

- 8 The Director-General may, in writing, delegate to another Archives employee, any of their powers or functions under this Agreement, except for this power to delegate and may do so with conditions.
- 9 An Archives employee exercising delegated powers or functions under this Agreement must comply with the written directions of the Director-General.

### **Individual Flexibility Arrangements**

- 10 The Director-General and an employee covered by this 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) remuneration; and/or
    - (vi) leave; and
  - (b) the Arrangement meets the genuine needs of the Archives and the employee in relation to one or more of the matters mentioned in paragraph (a); and

- (c) the Arrangement is genuinely agreed to by the Director-General and the employee.
- 11 The Director-General 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.
- 12 The Director-General must ensure that the Individual Flexibility Arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the Director-General 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 the 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 their employment as a result of the Arrangement; and
  - (e) states the day on which the Arrangement commences and, where applicable, when the Arrangement ceases.
- 13 The Director-General must give the employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- 14 The Director-General or the employee 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 Director-General and the employee agree in writing – at any time.

## **Part B - Working arrangements**

- 15 The Archives is committed to providing flexible working arrangements that balance the business requirements of the Archives and the personal and family commitments of its employees.

### **Hours of work**

- 16 The Ordinary Hours of Work for full-time employees are 148 hours and 20 minutes over a four-week settlement period, with a Standard Working Week being 37 hours and 05 minutes (Monday to Friday).
- 17 The Standard Working Day is 7 hours and 25 minutes per day (8.30 am to 12.30pm and 1.30pm - 4:55pm).

- 18 Leave accruals and deductions; deductions for unauthorised absences; deductions for participation in industrial action in accordance with the *Fair Work Act 2009* and calculations relating to overtime, part-time hours and casuals will all be based on the Standard Working Day.
- 19 Part-time employees are engaged for Ordinary Hours of Work which are less than the Ordinary Hours of Work for a full-time employee. For part-time employees, the Ordinary Hours of Work are those agreed between the Director-General and the employee in accordance with clause 62 (agreed hours).
- 20 The pattern by which employees will work the standard hours of duty specified in clauses 16, 17 and 19 is a matter for agreement between the Director and the employee (usual work pattern). However, an employee:
- will not work more than five consecutive hours without a meal break of at least 30 minutes;
  - may work up to 10 hours ordinary duty on any one day; and
  - to assist service delivery and work planning and unless otherwise agreed, the pattern over which standard hours will be performed include core hours of 10:00 am to 12 noon, and 2:00 pm to 4:00 pm.
- 21 Where no agreement is reached under clause 20, employees will work between 8.00 am and 5.00 pm with flex time, where entitled, (refer clauses 28 - 31) except employees recruited to perform identified duties under clause 26 will work the hours specified in the statement of duties that has been assigned to them.

### **Recording attendance hours**

- 22 Where employees are entitled to flex time under clauses 28 - 31 they must record their actual hours of attendance on the Archives' approved electronic attendance record.
- 23 Further information can be found in the Archives' Flexible Work Options Policy.

### **Span of hours**

- 24 The span of hours in which employees may work ordinary hours is 7.00 am to 7.00 pm Monday to Friday subject to agreement being reached under clause 20.
- 25 Where an employee requests to work outside the span of hours specified in clause 24 or, for employees performing identified duties under clause 26, the span of hours specified in clause 26, the employee may do so with the agreement of the Director. Any hours worked on this basis will be considered to be their 'usual work pattern' (or agreed hours for a part time employee) and will not attract overtime rates.
- 26 For an employee recruited to perform identified duties, the span of hours will be 7.00 am to 10.00 pm Monday to Saturday subject to agreement being reached under clause 20.
- 27 For the purposes of clause 26, identified duties are those duties required to be performed where insufficient employees are available to carry out these duties on regular overtime.

## Flex time

28 Flex time is a system of flexible working hours which enables APS 1-6 level employees to vary working hours, patterns and arrangements within the span of hours, subject to operational requirements. Supervisors and employees have a mutual responsibility for ensuring that employees are employed productively. This includes managing working hours, flex time and flex leave, and so that employees are not building excessive flex credits without the opportunity to access flex leave.

29 The following flex time arrangements will apply:

- (i) subject to the provisions in this clause, an employee may carry over a maximum flex time credit of one Standard Working Week at the end of a settlement period.
- (ii) any credits above one Standard Working Week maximum at the end of a settlement period must be taken before the end of the next settlement period except where the Director and the employee agree for them to be carried over further.
- (iii) subject to Director-General approval excess credits in (ii) that are unable to be taken by the end of the next settlement period will be paid out at the normal rate.
- (iv) an employee may carry over a maximum of 15 hours flex debit accumulated in any one settlement period into the next settlement period:
  - (a) if the maximum debit is exceeded at the end of a settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period; and
  - (b) should this not occur, the amount by which the maximum debit is exceeded will be treated as Other Leave (without pay) and an appropriate deduction will be made from the employee's pay. The employee will be advised of the amount prior to the deduction being made. Where the employee can demonstrate hardship, the Director-General will consider repayment by instalment.
- (v) an employee may take up to five days flex leave, which can be consecutive, in one settlement period subject to operational requirements.

30 Prior to cessation of employment, supervisors and employees should ensure that flex debits or credits are balanced. Any outstanding credits on cessation will be paid out at the normal rate. Any outstanding debits on cessation will be recovered from salary and the employee will be advised of the amount prior to the deduction being made.

31 Further information can be found in the Archives' Flexible Work Options Policy.

## Executive Level Employees Time Off in Lieu (TOIL)

32 Executive Level employees have access to variable working arrangements. The Archives does not support Executive Level employees working excessive hours and

the employees and their managers will work together to manage workloads and working hours. However, Executive Level employees and the Archives recognise that Executive Level employees are required to focus on the achievement of organisational outcomes which may require the need to work over and above ordinary working hours and that their remuneration recognises the additional responsibilities which may be placed upon them.

- 33 Time off in lieu is accessible after an Executive Level employee has worked more than the hours in two Standard Working Weeks (full-time equivalent). While TOIL is not one for one it should provide Executive Level employees with a fair and reasonable period of time off when considering the additional hours worked.
- 34 Where Executive Level employees have been required by their Manager to work additional hours, the Manager and employee will agree a period of time off in lieu that may be either a part or whole day(s) without the need for formal leave arrangements. TOIL should be taken as soon as practical after the additional hours worked, usually within three months, as agreed between the Manager and Executive Level employee.
- 35 Further information can be found in the Archives' Flexible Work Options Policy.

### **Reversion to Standard Working Day**

- 36 Access to flexible working or EL TOIL arrangements will not apply in circumstances where:
- (i) the employee's attendance is unsatisfactory; and/or
  - (ii) an employee is misusing the arrangements.
- 37 A written explanation of the reasons for requiring an employee to revert to the Standard Working Day will be provided to the employee by the Director-General.
- 38 Where flexible working or EL TOIL arrangements no longer apply, the employee will revert to the Standard Working Day or agreed part-time hours.
- 39 Access to flexible working arrangements or EL TOIL will be restored where the Director-General is satisfied that an employee's attendance is satisfactory.

### **Overtime**

- 40 An employee may be directed to work reasonable overtime though regard will be had for operational and personal circumstances. An employee may refuse to work hours in excess of ordinary hours on a given day for reasons that may include, but need not be limited to, the employee's family responsibilities or the pre-arranged personal commitments of the employee.
- 41 Overtime is work performed by employees at the direction of management, outside the span of hours in clause 24 or clause 26, on a public holiday, or in excess of the number of hours and minutes in a Standard Working Day and approved as overtime on any one day.
- 42 For a part-time employee, overtime is work performed at the direction of management which is not continuous with, or is in excess of the employee's agreed,

or Ordinary Hours of Work (clause 19) or on a public holiday. The provisions of clause 25 also impact on the circumstances where overtime can be worked for any employee.

- 43 An employee's salary for the purpose of calculating overtime payments will include all allowances in the nature of salary. For the purposes of this clause, a part-time employee's annual salary is the full-time equivalent salary. Prior agreement may be reached between the Director-General and the employee for time off in lieu (TOIL), at the relevant overtime rate, to apply instead of an overtime payment.
- 44 Where time off in lieu has been agreed and the employee has not been granted that time off within four weeks due to operational requirements, payment of the original entitlement will be made.
- 45 Overtime worked Monday to Saturday will be paid at the rate of time-and-a-half for the first three hours each day and double time thereafter.
- 46 Overtime worked on a Sunday will be paid at the rate of double time.
- 47 Overtime worked on a public holiday will be paid at the rate of double time. The double time payment is additional to the single time payment already paid to the employee for that day.
- 48 For the purposes of clause 47, a public holiday means a holiday as set out in clauses 157 - 163.
- 49 The overtime rates for part time employees are the same as clauses 45-47 for full time employees.
- 50 Overtime is not available to employees classified at the Executive level, including their equivalents. TOIL provisions under clauses 32-35 are available to Executive level and equivalent employees.

### **Rest relief after overtime**

- 51 Where an employee has worked overtime, the employee will be entitled to an eight-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
- 52 Where this break is not possible due to operational requirements, employees will be paid at the rate of double time until they have such a break.
- 53 The provisions of clauses 51 and 52 do not apply to overtime worked in the circumstances covered by clause 188 unless the actual time worked, excluding travelling time, is at least three hours on each call.

### **Minimum payment**

- 54 Subject to clauses 40 - 50 where an employee is required to perform overtime duty and such duty is not continuous with ordinary duty, the minimum payment for each separate overtime attendance will be four hours at the prescribed overtime rate.
- 55 An employee who performs overtime while restricted under clauses 189 - 192 will be entitled to a minimum overtime payment as specified in those provisions.

- 56 Where more than one attendance is involved, clause 54 will, subject to the prescribed minimum payment, not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- 57 For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- 58 Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions (clauses 54-58) will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- 59 The provisions of clauses 54-58 will not apply to duty that is covered by clause 188 (Emergency Duty).

### **Part-time work / job sharing**

- 60 The Archives is committed to providing opportunities for employees to work on a regular part-time basis. In determining whether requests for part-time work can be approved, the Director-General will consider both the operational needs of the Archives and the personal circumstances of the employee. Further information can be found in the Archives' Flexible Work Options Policy.
- 61 The Director-General will advise, in writing within 21 days, whether or not the request has been agreed to and provide reasons if the request is refused.
- 62 A part-time employee is one whose agreed hours of work are less than the Ordinary Hours of Work of a full-time equivalent employee over a four-week period, i.e. less than the average of a Standard Working Week. Agreed hours of work for part-time employees, unless otherwise agreed between the employee and the Director-General, will be continuous and not less than three hours per day on any day worked by the employee. An unpaid meal break will not break the continuity of hours of work.
- 63 Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, excluding Long Service Leave and apart from those allowances of a reimbursement or expense nature, where part-time employees will receive the same amount as full-time employees.
- 64 Access to part-time work will be given to employees returning from Maternity, Adoption, Fostering or Parental Leave for up to two years from the end of the applicable leave.
- 65 After the initial up to 2 year period and in accordance with section 65 (1B) of the Fair Work Act and clauses 214 to 218 employees, including long term casual employees, returning from Maternity, Adoption, Fostering or Parental Leave may request to work part-time to assist the employee to care for a child who is of school age or younger or in the case of a child (under 18 years) who has a disability to care for them and the provisions in clause 216 to 218 will apply.

- 66 Consistent with flex time arrangements, a part-time employee and their Director may, by agreement, vary their agreed hours of work. Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.
- 67 While the Archives may propose the introduction of part-time employment, a full-time employee will not be required to convert to part-time hours without their agreement.
- 68 A part-time employee working in a permanent part-time arrangement will not be required to convert to full-time hours without their agreement. A part-time employee not working in a management-initiated part-time job will revert to full-time work at the conclusion of their part-time work agreement, or beforehand as agreed between the employee and the Director-General.
- 69 Employees who have mutually agreed to share one full-time job on a regular basis will be considered to be part-time employees. Such a mutually agreed arrangement requires Director-General approval before it can be implemented.

### **Christmas shutdown period**

- 70 The Archives will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 71 If an employee (APS Level 1-6) is required to work on the day following the Boxing Day public holiday, they will receive an overtime payment under clause 47 and 54. Executive level and equivalent employees will have access to TOIL provisions under clauses 32-35.
- 72 Employees will be provided time off for the remaining working days between Christmas and New Year's Day and will be paid in accordance with their Ordinary Hours of Work (agreed hours for a part time employee). Where an employee is absent on leave, payment for the Christmas shutdown period will be paid in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave half pay, payment is on half pay).
- 73 Where APS Level 1-6 employees are required to work on the remaining two days of Christmas shutdown, they will receive a loading of 50% TOIL or additional payment for hours worked, subject to clause 54 minimum overtime payment. This loading is additional to the single time (TOIL or payment) they will receive for working these days. For Executive Level and their equivalents access to TOIL is in accordance with clauses 32-35.
- 74 There will be no deduction from Annual, and Personal/Carer's Leave or flex time credits for the Christmas shutdown period.

## **Part C - Leave**

### **Leave**

- 75 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement may cease to be available until the

employee resumes duty or is granted leave. Where the leave is not granted, the absence will not count as service.

- 76 Further information on Leave can be found in the Archives' Leave and Other Absences Policy.

### **Portability of accrued Annual Leave and Personal/ Carer's Leave**

- 77 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual Leave and Personal/Carer's Leave (however described) will be recognised, provided there is no break in continuity of service.
- 78 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service, or the ACT Government Service the employee's unused accrued Annual leave and Personal/Carer's Leave (however described) will be recognised, provided there is no break in continuity of service.
- 79 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in a non APS Commonwealth agency the employees' unused accrued Personal/Carer's Leave (however described) will be recognised, provided there is no break in continuity of service.

### **Recognition of prior service**

- 80 Prior service with organisations where the employee was previously employed under the *Public Service Act 1999*, the Parliamentary Service; or from the ACT Government Service; or from a non APS Commonwealth agency; where there has been a break in service may be recognised for Personal/Carer's Leave purposes if the break in service is not more than two calendar months. Where the engaged employee has received a redundancy payment, prior service for Annual Leave will not be recognised.
- 81 Prior service will be recognised for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 82 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Director General may at the employee's request, recognise any accrued Annual Leave and Personal/Carer's Leave (however described), provided there is no break in continuity of service. Any recognised Annual Leave excludes any accrued leave paid out on separation.

### **Annual Leave**

- 83 Employees, other than those employed in accordance with clause 231, will accrue 20 days Annual Leave per year. This leave will accrue on a daily basis and employees will be able to access the leave as it accrues.
- 84 An employee must apply to the Director-General to take Annual Leave. The Director-General must not unreasonably refuse a request by an employee for

- Annual Leave. Where an application for Annual Leave is not approved reasons will be provided and an alternate period of leave discussed with the employee.
- 85 An employee receiving workers' compensation for more than the prescribed period under the *Safety Rehabilitation and Compensation Act 1988* (45 weeks) will accrue Annual Leave on the basis of hours actually worked.
- 86 Where the leave of an employee is cancelled without reasonable notice or an employee is recalled to duty from Annual Leave, the employee will be re-credited Annual Leave for the period that the employee was recalled and reimbursed reasonable costs resulting from the recall to duty.
- 87 An employee who becomes eligible for Compassionate, Bereavement or Community Service Leave (with Pay) while on Annual Leave may apply to have their Annual Leave recredited. Where the Director-General requests satisfactory evidence, the employee will provide the satisfactory evidence. The employee's Annual Leave will be recredited to the extent of the Compassionate, Bereavement or Community Service Leave subsequently granted.
- 88 The employee may also be eligible to have their Annual Leave recredited for Personal/Carers Leave in accordance with clause 107.
- 89 An employee may cash-out an amount of Annual Leave provided that the employee's remaining accrued entitlement to Annual Leave is not less than four weeks. Cashing-out of Annual Leave must be by agreement in writing between the employee and the Archives. An employee can only agree to cash-out Annual Leave once per calendar year. The employee will be paid the full amount that would have been payable to the employee had the employee taken the cashed-out leave. In the interests of ensuring employees maintain a healthy work/life balance, the ability to convert Annual Leave to cash is contingent on the employee having taken 10 days Annual Leave in the preceding 12 months.
- 90 Employees may choose to take a minimum of one and up to a maximum of 20 days full-time equivalent Annual Leave per calendar year on half pay.
- 91 Employees will submit to their manager for consideration a leave usage plan setting out their intended use of excess Annual Leave credits. If an employee has an Annual Leave balance of more than 45 Standard Working Days at 1 September the employee may be directed by the Director-General to be on leave for the period exceeding that amount. Managers, supervisors and employees are encouraged to work together to minimise the incidence of employees being directed to be on leave.
- 92 In exceptional circumstances, and based on operational requirements, the Director-General may agree to extend the period during which excess leave credits are available to an employee.
- 93 The provisions of clauses 91 and 92 do not apply to an employee who has been on Compensation Leave and has commenced a graduated return-to-work program, until three months after returning to the pre-injury hours of work. Further information can be found in the Rehabilitation Management System.
- 94 Where a public holiday occurs during any period of Annual Leave, the period of the public holiday is not deducted from the employee's Annual Leave credit.

- 95 When an employee ceases employment with the APS, other than in circumstances described in clause 244, the employee will receive payment in lieu of unused Annual Leave credits. The payment will be calculated using the final rate of salary, including allowances that would have been included in the employee's pay during a period of Annual Leave in accordance with the Fair Work Act.

### **Purchased Leave**

- 96 Employees may elect to purchase one, two, three or four weeks additional leave per year. The taking of Purchased Leave credits is subject to operational requirements. The timing of leave is to be specified by employees on application but may be varied by agreement.
- 97 Purchased Leave counts as service for all purposes. Employees' salary for superannuation purposes continues to be their full-time salary.

### **Personal/Carer's Leave**

- 98 Paid Personal/Carer's Leave shall be available to employees, other than those employed in accordance with clause 231231, when absent:
- (i) because of personal illness or injury; or
  - (ii) to attend appointments for health care; or
  - (iii)
    - a) for the purposes of caring or support for an ill or injured member of their immediate family (as defined) or household; or
    - b) for the purposes of caring or support for an ill or injured person for whom they have primary caring responsibility; or
    - c) where there is an unexpected emergency affecting a member of their immediate family or household.
- 99 Employees will accrue 18 days Personal/Carer's Leave per year. This leave will accrue on a daily basis and be cumulative and employees will be able to access the leave as it accrues.
- 100 Personal /Carers Leave must not be used for the purpose of 98(ii) or 98(iii)b) if it would be detrimental to an employee in any respect, when compared to the NES entitlement under the *Fair Work Act 2009*.
- 101 Employees must advise their supervisor prior to or as soon as practicable after the leave has commenced.
- 102 Employees may be able to take up to a maximum of 10 days uncertificated Personal/Carer's Leave per calendar year for the purposes outlined in clause 98, though this may be waived by the Director-General where exceptional circumstances arise.
- 103 Employees who take three or more consecutive days of Personal/Carer's Leave will be required to provide a medical certificate or other suitable evidence, to support their application for leave. The Director-General may also require a medical

certificate or other suitable supporting evidence including a statutory declaration, as soon as it is reasonably practicable to do so for periods of less than three days if there is doubt that the absence is consistent with the purposes specified in clause 98. If this is requested, the employee will be required to provide the evidence to cover the absence from the time of the request.

- 104 An employee will not, without their consent, be retired on invalidity grounds before Personal/Carer's Leave credits have been exhausted, unless provided by legislation, and a certificate has been issued by the relevant superannuation fund in accordance with the relevant Superannuation Act.
- 105 An employee who is retired from the APS on the grounds of invalidity, and is subsequently re-appointed in accordance with the *Superannuation Act 1976*, is entitled to be credited with Personal/Carer's Leave equal to the balance at the time of retirement.
- 106 An employee receiving workers' compensation for more than the prescribed period under the *Safety Rehabilitation and Compensation Act 1988* (45 weeks) will accrue Personal/Carer's Leave on the basis of hours actually worked.
- 107 An employee who is unfit for duty or is required to care for or support an immediate family or household member or a person for whom they have primary caring responsibility in accordance with clause 98(iii)b) while on Annual Leave, Purchased Leave, or Long Service Leave, and who produces satisfactory evidence, may apply for Personal/Carer's Leave. Annual Leave, Purchased Leave, and Long Service Leave will be re-credited for the amount of Personal/Carer's Leave granted.
- 108 Personal/Carer's Leave will not be debited where an employee is unfit, or caring for or supporting an immediate family or household member or a person for whom they have primary caring responsibility, on a public holiday which the employee would otherwise have observed.
- 109 An employee is unable to access paid Personal/Carer's Leave while on paid Maternity, Adoption or Foster Leave.
- 110 Where Personal/Carer's Leave with pay credits have been exhausted as a result of clause 98(i) or 98(iii) a) or b), Personal/Carer's Leave without pay may be approved by the Director-General. Personal/Carer's Leave without pay will count as service.
- 111 Employees who have exhausted their annual Personal/Carer's Leave credits of 18 days will be able to access an additional two days per calendar year for purposes outlined in clause 98. This additional two days cannot be accrued.

### **Unpaid Carer's Leave**

- 112 An employee (including a casual employee) is entitled to two 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 because of:
- a personal illness or injury affecting the member; or
  - an unexpected emergency affecting the member.
- 113 An employee can only access Unpaid Carer's Leave where:

- all paid Personal/Carer's Leave credits have been exhausted; and
- the employee has provided appropriate notice and, where requested, documentation to support the request for leave.

### Compassionate and Bereavement Leave

- 114 Employees (other than casuals where Compassionate Leave is unpaid) are entitled to three paid days Compassionate Leave for each occasion when a member of the employee's immediate family, or a member of the employee's household;
- contracts or develops a personal illness that poses a serious threat to their life; or
  - sustains a personal injury that poses a serious threat to their life.
- 115 Employees (other than casuals where Bereavement Leave is unpaid) are entitled to three paid days Bereavement Leave for each occasion when a member of the employee's immediate family, or a member of the employee's household dies.

### Long Service Leave

- 116 An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 117 The minimum period during which Long Service Leave can be taken is seven calendar days at full pay (or 14 days at half pay). Long Service Leave cannot be broken with other periods of leave except as otherwise provided by legislation (i.e. Maternity Leave provided for by the *Maternity Leave (Commonwealth Employees) Act 1973*).

### Maternity Leave

- 118 The entitlement to up to 12 weeks paid Maternity Leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*. Eligible employees are also entitled to an additional two weeks paid leave to count as service, provided it is taken consecutively with the 12 weeks paid Maternity Leave. An employee may elect to spread the payment for Maternity Leave up to a period of 28 weeks at a rate of half of their normal salary.
- 119 Leave that extends beyond the initial 14 week periods does not count as service (except for superannuation purposes).

### Adoption Leave

- 120 An eligible employee who is the primary carer of an adopted child is entitled to up to 14 weeks paid Adoption Leave immediately after the placement of the child with the employee. An employee may elect to spread the payment for Adoption Leave up to a period of 28 weeks at a rate of half their normal pay. Leave that extends beyond the initial period of up to 14 weeks does not count as service (except for superannuation purposes). To be eligible for Adoption Leave an employee must have 12 months continuous service the same as that defined by the *Maternity Leave (Commonwealth Employees) Act 1973* for paid maternity leave.

## Foster Leave

- 121 An eligible employee who is the primary carer and has assumed a permanent fostering arrangement of a child is entitled to up to 14 weeks paid Foster Leave immediately after the placement of the child with the employee. An employee may elect to spread the payment for Foster Leave up to a period of 28 weeks at a rate of half their normal pay. Leave that extends beyond the initial period of up to 14 weeks does not count as service (except for superannuation purposes). To be eligible for Foster Leave an employee must have 12 months continuous service the same as that defined by the *Maternity Leave (Commonwealth Employees) Act 1973* for paid maternity leave.

## Parental Leave

- 122 Employees with 12 months continuous service are entitled to up to 24 months unpaid Parental Leave. The leave must be taken in a single continuous period. Unpaid Parental Leave does not count for service for any purpose except during the first 14 weeks period of Maternity, Adoption or Foster Leave where both paid and unpaid leave count as service for all purposes.
- 123 The period of unpaid Parental Leave may commence up to six weeks before the expected date of birth but no later than the date of birth or placement of the child. The period of unpaid Parental Leave will be reduced by the amount of other forms of paid leave taken in conjunction with Parental Leave (e.g. Maternity Leave, Annual Leave, and Long Service Leave).
- 124 Where an employee's initial period of unpaid Parental Leave is less than 24 months, the employee may request to extend the period of unpaid Parental Leave for a further period up to the maximum period of 24 months. The request must be made in writing at least four weeks before the first period of unpaid Parental Leave is due to cease.

## Return to work after a period of Parental Leave

- 125 On ending Parental or Maternity Leave, an employee is entitled to return to:
- the employee's pre-parental/maternity leave duties; or
  - if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave will be sought.
- 126 For the purposes of clause 125, duties means those performed:
- if the employee was moved to safe duties because of the pregnancy, immediately before the move; or
  - if the employee began working part-time because of the pregnancy, immediately before the part-time employment began; or
  - otherwise; immediately before the employee commenced Maternity or Parental Leave.
- 127 Where an employee is returning to work following Maternity/Parental Leave and is still nursing her child the manager and employee will discuss reasonable

arrangements to meet her nursing needs. Further information can be found in the Archives' Workplace Breastfeeding Policy.

### **Supporting Partners Leave**

- 128 Employees are eligible for 15 days paid leave upon each occasion of the employee's partner giving birth, adopting or fostering a child.
- 129 This provision is not applicable to employees who have utilised Maternity, Adoption or Fostering Leave for the same birth, adoption or fostering of a child.
- 130 This leave must be utilised within three months from the date of the birth, adoption or permanent fostering. Documentary evidence may be requested by the Director-General.
- 131 Paid Supporting Partner Leave counts as service for all purposes.

### **Community Service Leave**

- 132 An employee is entitled to be absent from work to engage in an eligible community service activity: jury service or a voluntary emergency management activity.
- 133 Where an employee (except casual) is required to attend jury service (including attendance for jury selection), the employee will be entitled to paid jury service leave.
- 134 An employee (including casual) is entitled to be absent to engage in a voluntary emergency management activity including regular training, ceremonial duties and recovery time associated with emergency management activities. Leave for participation in an eligible voluntary emergency management activity may be with or without pay at the discretion of the Director-General.
- 135 An employee engages in a voluntary emergency management activity if it involves dealing with an emergency or natural disaster; and the employee engages in the activity on a voluntary basis; and the employee is a member of, or has a member-like association with a recognised emergency management body that made a request for the employee to engage in the activity or it would be reasonable to expect that such a request would have been made.

### **Volunteers Leave**

- 136 To encourage greater participation in the community, the Archives, subject to the Director-General's agreement may grant one paid day per calendar year to employees to undertake charitable or community based work. It is intended that this leave will be for the purposes of assisting charitable, not for profit or other community based organisations (e.g. Meals on Wheels, Life Line Counselling). While paid leave is granted for such purposes, the employee will be subject to the work health and safety and compensation arrangements of the host organisation as is the case if undertaking such work in their own time.
- 137 An employee is entitled to be absent from work with pay to undertake Red Cross blood donations.

- 138 Volunteers Leave (clauses 136-137) may be taken in periods of less than one day, however, the total period of leave during a calendar year cannot exceed the equivalent of one Standard Working Day.

### **Leave for ADF Reserve and Continuous Full-time Service or Cadet Force obligations**

- 139 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full-time Service (CFTS) or Cadet Force obligations.
- 140 An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- 141 During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 142 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years to enable the employee to undertake training as a member of the ADF Reserves.
- 143 Employees are not required to pay their tax-free ADF Reserve salary to the Archives in any circumstances.
- 144 Employees may continue to access other components of their remuneration package, e.g. superannuation (subject to applicable superannuation fund rules), studies assistance, salary reviews and cars.
- 145 Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full-time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 146 Eligible employees may also apply for Annual Leave, Long Service Leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 147 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

### **War Service Sick Leave**

- 148 Employees who qualify for benefits under the *Veteran's Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004* will accrue a credit of nine weeks War Service Sick Leave on commencement in the APS and an annual credit of three weeks for each year of service.
- 149 Unused credits will accumulate to a maximum of nine weeks.
- 150 Employees will be granted War Service Sick Leave only when unfit for duty due to a war caused condition (as defined) to the employee.

### **Cultural leave**

- 151 One day per calendar year with pay will be approved by the Director-General for:

- Aboriginal and Torres Strait Islander employees or employees recognised by the Aboriginal and Torres Strait Islander community to participate in National Aboriginal and Islander Day Observance Committee week activities;
- religious or cultural leave to take part in activities associated with their culture or ethnicity;

### **Moving house leave**

152 One day per calendar year with pay will be approved by the Director-General for employees to move house where it cannot be planned for and evidence of a change in address is provided.

### **Other Leave**

153 Having regard to the operational needs of the Archives, Other Leave may be granted for the purposes of an employee's emergency or special circumstances not covered by other leave provisions provided for under this Agreement.

154 Other Leave may be granted by the Director-General, with or without pay, for the period applied for or for another period, may be subject to conditions, e.g. time limits and may count for service or not count for service. Where Other Leave is not granted, reasons for non-approval will be provided in writing.

155 All Other Leave without pay in excess of 30 days in a calendar year will not count as service for any purpose, except Long Service Leave. Leave without pay will not count for service for Long Service Leave unless the Director-General designates this leave to count for service on a case by case basis.

156 Further information on Other Leave can be found in the Leave and Other Absences Policy.

### **Public holidays**

157 Employees will be entitled to the following public holidays:

- (i) New Year's Day (1 January);
- (ii) Australia Day (26 January);
- (iii) Good Friday;
- (iv) Easter Monday;
- (v) Anzac Day (25 April);
- (vi) Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (vii) Christmas Day (25 December);
- (viii) Boxing Day (26 December); and
- (ix) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or

Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

- 158 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 159 The Director-General and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 160 Where an employee is absent from their employment on a day or part day that is a public holiday, they will be paid at the employee's normal rate of pay for the employee's Ordinary Hours of Work on the day or part day.
- 161 Where the employee is on a period of leave without pay and a public holiday occurs, the employee will not be entitled to payment for the public holiday.
- 162 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payments as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 157(i) to (viii).
- 163 If under a law of a State or Territory Easter Tuesday is declared or prescribed by or under that law to be a public holiday not observed generally within the State or Territory or a region of the State or Territory (restricted), there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. The employee will receive payment for that day as if it were an ordinary day.

## **Part D - Allowances**

### **Payments for temporary reassignment of duties**

- 164 Where employees are assigned duties at a higher level for a continuous period of 10 working days or more, they will be paid a temporary reassignment allowance at a rate consistent with the work level standards of the higher level work for the whole of the period of temporary reassignment.
- 165 Where employees are temporarily assigned duties at the Senior Executive Service (SES) level for 10 working days or more, they will be paid a temporary reassignment allowance for the period of temporary reassignment of duties. The Director-General will determine the amount to be paid within the SES Band.
- 166 Progression through the pay points for employees on temporary reassignment will be subject to the performance requirements set out in their Performance Agreement being met and the period of temporary reassignment being for at least six months or certified by the Director-General as being expected to be for at least six months, subject to clauses 249-253, and the employee receiving a minimum rating of 'Fully Effective'.

- 167 Subject to clause 227, where broken periods of temporary reassignment of duties are performed, the pay point that has been attained under clause 166 will be retained for future temporary reassignment of duties performed at that classification level.
- 168 Employees will continue to receive payment for temporary assignment of duties while on paid leave and during public holidays for the period that the temporary assignment would have continued but for the leave or the public holiday.

### **First Aid Allowance**

- 169 Where an employee possesses a first aid certificate and a continuing ability commensurate with that qualification and the employee has first aid responsibilities for a continuous period of four weeks or more, the employee will be paid an allowance in accordance with Table 2 within Appendix D. Further information can be found in the First Aid Policy.
- 170 An employee will continue to be paid the allowance while on paid leave and during public holidays provided the employee would have been entitled to the allowance for the period of leave or the public holiday.

### **Domestic Travelling Allowance**

- 171 All Travel must be organised to ensure maximum value to the Commonwealth with no personal expense, monetary gain or other type of benefit to the employee. In requiring travel for business purposes, managers will consider an employee's family responsibilities, personal circumstances, and work health and safety factors that may affect an employee's ability to travel and where possible make alternate arrangements for travel.
- 172 Unless otherwise agreed by the employee, an allowance will be payable to an employee who travels on official business and is away from home overnight. The allowance, which is payable in advance, is to meet the cost of accommodation, meals and any incidental expenses incurred by the employee while travelling on official business and will be calculated in accordance with reasonable rates. The Director-General will determine the most reasonable rates as available during the life of this Agreement.
- 173 Where an employee is provided with either accommodation or meals, or both, at the Archives' expense, the employee will not be paid for those components of Travelling Allowance in respect of any accommodation or meals provided.
- 174 Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternate care purposes incurred as a direct consequence of their travel on official duty. For this clause to apply, the employee must have primary caring responsibility for an immediate family or household member who is dependent on their care and support.

### **Domestic Travelling Time**

- 175 Where an APS Level 1-6 employee is required to travel on official business during the normal bandwidth they are entitled to record flex time for the time spent travelling.

176 Where any employee (APS Level 1 – EL2) is required to travel on official business outside the bandwidth the manager and employee will discuss a reasonable period of time off in lieu and the timeframe in which it should be taken recognising both the operational requirements of the Archives and the personal commitments of the employee.

### **Reimbursement of fares**

177 Where an employee becomes critically or dangerously ill while travelling on official business and a member of the immediate family travels to visit the employee, the Archives will, where requested and supplied with satisfactory medical evidence, reimburse the family member for reasonable travel costs.

### **Overseas Travelling Allowance**

178 Where an employee is approved by the Director-General to travel overseas on official business, the employee will be:

- (i) provided with a corporate credit card to meet acquittable costs, e.g. accommodation and any unforeseen work-related expenses, where these expenses cannot be directly billed to the Archives;
- (ii) paid Overseas Travelling Allowance for meals and incidental expenses, to be calculated in accordance with the rates as determined by the Director-General; and
- (iii) provided with an acquittable cash advance to cover projected expenses likely to be incurred in the course of their work, e.g. interpreter fees.

179 The Director-General may, subject to the presentation of receipts or other satisfactory evidence, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Overseas Travelling Allowance calculated under clause 178.

180 Where assistance of an emergency nature is required and the Comcover arrangements are not effective in these circumstances, an employee may use their corporate credit card to ensure any necessary medical or hospital treatment.

181 Approval will be given, upon the presentation of receipts, to reimburse an employee for reasonable additional costs for alternate care purposes incurred as a direct consequence of their overseas travel on official duty. For this clause to apply, the employee must have primary caring responsibility for an immediate family or household member who is dependent on their care and support.

### **Motor Vehicle Allowance**

182 Where it is considered to be cost efficient approval may be given for an employee to use a private vehicle for the Archives' official purposes and receive a motor vehicle allowance in accordance with the Australian Taxation Office Determination or the cost of alternative car hire or economy airfare, whichever, is the lesser.

### **Overtime Meal Allowance**

183 A Meal Allowance is payable to an employee in accordance with Table 3 in Appendix D who:

- works overtime after ordinary duty for the day, to the completion of, or beyond, a Meal Allowance period without a break for a meal; or
- is required to work overtime either before or after ordinary duty for the day and who breaks for a meal, but is not entitled to overtime payment for that break; or
- is required to work on a Saturday, Sunday or public holiday (in addition to normal hours of duty) extending beyond a Meal Allowance period, provided the employee takes an unpaid meal break.

184 A Meal Allowance period means the following periods:

- 7.00 am to 9.00 am
- 12 noon to 2.00 pm
- 6.00 pm to 7.00 pm
- midnight to 1.00 am

### **Disruption / Disturbance Allowance**

185 A disruption/disturbance may exist where there are detrimental effects on the working conditions of office-based employees caused by factors including, but not limited to, one or more of the following: dust, noise, fumes, heat, vibrations, cold, wet, dirt or loss of amenities.

186 The Archives will take reasonable steps to ensure that employees' working conditions are not adversely affected by the factors mentioned in clause 185. Such steps may include, but not be limited to, moving the employee to temporary accommodation, allowing short breaks away from work, directing employees to proceed on Other Paid Leave or temporarily providing equipment or facilities to improve conditions.

187 Where a disruption/disturbance still exists, the Archives will recompense each affected employee in accordance with Table 4 in **Error! Reference source not found.** If employees are relocated, they will be reimbursed for any additional costs associated with that relocation but will not receive the recompense for the disruption.

### **Emergency duty**

188 Where an employee is recalled to duty to meet an emergency, and no notice of the recall was given to the employee before ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment under this clause will be two hours.

### **Restriction duty**

189 Where the Director-General directs an employee to be contactable and to be available to perform extra duty outside the number of hours and minutes in a Standard Working Day, the employee will be paid Restriction Allowance as set in Table 1 in Appendix D.

- 190 Where the employee is recalled to the workplace, the time spent on duty and time spent travelling to and from the workplace will be included in the determination of the amount of overtime payment. The minimum payment is two hours.
- 191 Where an employee is contacted but not required to attend the workplace, the minimum payment is one hour.
- 192 An employee cannot be paid Restriction Allowance for the period where the overtime payment provision applies.

## **Part E - Other conditions**

### **Temporary relocation assistance**

- 193 Where employees are required to work in a different geographic location for three weeks (i.e. 21 days) or less, a Travelling Allowance will be paid as per clauses 171 - 174.
- 194 Where employees are required to work in a different geographic location for a period up to 13 weeks, a Travelling Allowance will be paid as per clauses 171- 174 for the first three weeks (i.e. 21 days) from the day work commenced at the new location. The Director-General may agree with the employee an agreed package of assistance for reasonable transport, removal, temporary accommodation costs and out of pocket expenses for the remaining period (four to 13 weeks).
- 195 For periods of temporary relocation exceeding 13 weeks, the Director-General may agree with the employee an agreed package of assistance as provided at clause 194.
- 196 Where claims for reimbursement of expenses for temporary relocation are not approved, the employee will be provided with the reasons why the expense was considered inappropriate or unreasonable, in writing.
- 197 Employees who temporarily work in another geographic location at their request may receive temporary relocation assistance at the discretion of the Director-General.
- 198 Further information can be found in the Archives' Travel and Relocation Policy.

### **Relocation assistance**

- 199 Employees who relocate on an ongoing reassignment, movement or promotion to a different geographic location will receive reimbursement or payment of reasonable relocation costs and two days leave to relocate from the employee's existing residence to their new residence, where applicable and will receive reimbursement or payment of reasonable relocation costs for:
- (i) transport, removal and disturbance costs (as agreed);
  - (ii) temporary accommodation costs (as agreed) at the new location; and
  - (iii) education costs (as agreed) incurred in avoiding serious disruption to the final two years of their child's/children's secondary education;

- 200 In addition, to the above costs reimbursement for reasonable costs associated with:
- (i) the sale and purchase of a home; and
  - (ii) stamp duty on registering one motor vehicle or motor cycle owned by an employee at the new location and associated establishment fees for the transfer of a driving licence and registration.
- 201 Where claims for reimbursement of expenses relocation assistance are not approved, the employee will be provided with the reasons why the expense was considered inappropriate or unreasonable, in writing.
- 202 An employee who asks to be reassigned to a different locality may be paid the expenses referred to in clause 199 and 200 at the discretion of the Director-General.
- 203 Approval may be given by the Director-General for the reimbursement or payment of reasonable transport, removal and temporary accommodation costs to an APS employee or a prospective employee who relocates to take up employment with the Archives from a different geographical location.
- 204 Further information can be found in the Archives' Travel and Relocation Policy.

### **Domestic air travel**

- 205 Unless otherwise approved, economy class travel will be used where employees are required to travel by air within Australia on official business.
- 206 Corporate membership to an airline lounge may be provided to employees who fly regularly on official business.

### **Overseas air travel**

- 207 Business class air travel (or recognised equivalent) will be used for the international segments, where the employee is required to travel overseas on official business. Where the journey involves travelling time of more than 12 hours, the employee will not be required to attend work before having had a reasonable opportunity to recuperate, either at the destination or en route. The employee is considered to be at work during this rest period. The rest period should not exceed:
- (i) 48 hours for travel to Europe, the Middle East, Africa, the Americas or the West Indies; or
  - (ii) 24 hours in any other case.
- 208 Consistent with clause 213, unless covered by insurance, the Archives will reimburse an employee for loss of luggage and personal effects while travelling overseas on official business.

### **Excess travelling time**

- 209 Where an employee below the APS Level 4 classification is required to work temporarily away from their usual place of work in the same geographical area and this involves excess travelling time (ETT) of more than 30 minutes in excess of normal travelling time, the employee will receive TOIL for this ETT at the rate of single time. Payment for ETT will be authorised where it is unlikely that the

employee will be able, or has been unable, to take TOIL within three months of the ETT having occurred.

- 210 Where an employee below the APS Level 4 classification is relocated as a result of the transfer of their work function from one location to another in the same geographical area, the employee will be entitled to ETT in accordance with clause 209. Under this clause, eligibility for ETT will be for a maximum of three months and cannot be paid as a lump sum in advance.

### **Excess fares**

- 211 An employee below the APS Level 4 classification will be entitled to reimbursement of excess fares where temporarily performing work at a place other than their usual place of work in the same geographical area, when the cost of travel to and from the temporary place of work is greater than the cost of travel to and from the usual place of work. Excess fares are not reimbursed where the employee is receiving Travelling Allowance or, subject to clause 212, has moved in anticipation of a permanent move.
- 212 Where an employee below the APS Level 4 classification is relocated as a result of the transfer of their work function from one location to another in the same geographical area, the employee will be entitled to reimbursement of excess fares in accordance with clause 211. Under this clause, eligibility for reimbursement of excess fares will be for a maximum of three months and cannot be paid as a lump sum in advance.

### **Other payments**

- 213 An employee will be reimbursed for reasonable costs for loss or damage to clothing or personal effects which occurred in the course of their work.

## **Part F - Access to work / life balance**

### **Flexible working arrangements**

- 214 Employees have access to a range of flexible working arrangements in this Agreement to assist in balancing business outcomes and employee work/life balance. The use of these flexibilities should ensure appropriate management of workloads, working hours and leave planning.
- 215 Further information can be found in the Flexible Work Options Policy.

#### *Requests for flexible working arrangements*

- 216 An employee, excluding a Casual Employee, may request in writing flexible working arrangements where they have at least 12 months of continuous service. The Director-General may waive this requirement in exceptional circumstances. A Casual Employee may only request flexible work arrangements if the employee is a Long Term Casual Employee.
- 217 Section 65 of the Fair Work Act sets out certain circumstances in which employees may request these arrangements where an employee:
- (i) is the parent, or has responsibility for the care of a child who is of school age or younger;

- (ii) is a carer (within the meaning of the Carer Recognition Act 2010);
- (iii) has a disability;
- (iv) is 55 or older;
- (v) is experiencing violence from a member of the employee's family; or
- (vi) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

218 A request made in accordance with clause 216 must set out details of the circumstances that apply at clause 217, the change sought and the reasons for the change. The Director-General will provide a written response within 21 days. The request will only be refused on reasonable business grounds and will include reasons for the refusal. If an application is refused the manager and employee may discuss possible alternative arrangements that would meet the operational and employee's requirements, including timing.

### **Mature aged workers**

219 Employees aged 54 years and over who are approaching or genuinely contemplating age retirement may be reimbursed, on a one-off basis, up to \$610 (inclusive of GST) to assist in pre-retirement financial planning and/or career counselling.

### **Home-based work**

220 By arrangement with the Director, employees may work at home on either an occasional or regular basis. Further information can be found in the Archives' Home Based Work Guidelines.

## **Part G - Remuneration**

### **Salary increases**

221 In recognition of the commitment by all employees to achieve the productivity and efficiencies contained in this Agreement and ongoing efforts to meet and exceed the Archives' corporate objectives, the following payments will apply:

222 Base rates of pay will be increased by 3% effective from the commencement of this Agreement.

223 The second pay adjustment of 2% will take effect 12 months after the first increase.

224 The third pay adjustment of 1% will take effect 18 months after the first increase.

### **Salary rates**

225 The tables at Appendix B detail the salary rates payable to employees.

226 These salary rates apply for the purpose of purchased leave arrangements and calculating any salary related benefits, including termination and redundancy payments, and superannuation.

227 Where an employee commences work with the Archives or is allocated a classification on movement from a training classification, promoted or reassigned

duties within the Archives, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the Director-General authorises payment of salary above the minimum point.

- 228 Where this Agreement begins to apply to an employee because they are no longer covered by an Individual Flexibility Arrangement the Director-General may determine the employee's pay point in the salary range applicable to the classification of the employee, having regard to the experience, qualifications and skills of the employee and the salary that the employee was entitled to under that Individual Flexibility Arrangement. Where the pay point exceeds the salary range applicable to the classification of the employee(s) then the maintenance provision at clause 234 would apply.
- 229 Where an employee requests, in writing, to perform work temporarily at a lower classification level, the Director-General may determine in writing that the employee will be paid a rate of salary applicable to the lower level for the period specified in the request.
- 230 Where an employee reduces to a lower classification, salary will be determined by the Director-General as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification.
- 231 Non-ongoing employees engaged for duties that are irregular or intermittent will receive a loading of 20% of base salary in lieu of all paid leave entitlements (except long service leave) and payments for public holidays (unless the employee works the public holiday, in which case they will receive their base rate of pay which includes the 20% loading).
- 232 Where an employee's salary is set at an incorrect pay point within the applicable classification level (e.g. because of an administrative error) the Director-General may allocate the employee a new pay point.

### **Supported Wage System**

- 233 Supported wage rates will apply to an employee with a disability who is eligible for consideration under the Supported Wage System as set out in Appendix E.

### **Interagency movement facilitation**

- 234 At the discretion of the Director-General, a person moving to the Archives whose salary in their previous agency (current salary) exceeds the current maximum of the relevant classification level in this Agreement will be maintained on the current salary until such time as their salary is absorbed by the Archives' pay increases.

### **Cadet APS rates**

- 235 Cadet APS employees will be paid 57% of the APS Level 3 classification minimum adult rate of pay while undertaking full-time study. Refer to Appendix B.

### **Payment of salary**

- 236 Employees will be paid fortnightly and the fortnightly rate of pay will be based on the following formula:

- Fortnightly pay =  $\frac{\text{Annual salary}}{313} \times 12$

### Method of payment

- 237 Employees will have their fortnightly salary paid in arrears by electronic funds transfer into an eligible financial institution account of their choice.

### Salary packaging

- 238 Salary packaging will be available to employees on a salary sacrifice basis at no cost to the Archives. There will be no limit to the proportion of salary that employees can elect to sacrifice. Further information on salary packaging can be found in the service provider's Salary Packaging Information Guide.
- 239 Salary is defined as the employee's salary prior to any salary sacrifice. Salary sacrifice will be taken to include participation in workplace giving or charitable contributions/donations schemes with recognised charities.

### Superannuation

- 240 The Archives will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 241 Employer contributions for the PSS Accumulation Plan (PSSap) will be 15.4% of an employee's ordinary time earnings. Employer contributions for employees in other accumulation superannuation schemes will be at the same rate as for the PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 242 Where an employee is eligible to be a member of the PSSap and the employee is approved for paid or unpaid Parental Leave (which includes Maternity, Adoption, Foster and unpaid Parental Leave) the Archives will pay the employer superannuation contribution.
- 243 The Director- General will limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Archives' payroll system.

### Payment on death

- 244 Where an employee dies, or the Director-General presumes that an employee has died on a particular date, the Director-General may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or retirement. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*. Payment may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.

## Part H - Framework for development and performance management

### Development

245 Employees will be provided with a range of learning and development opportunities to support their development in line with the Archives' business needs and their individual work plans.

### Studies Assistance

246 Studies Assistance is available to employees for approved formal study that is relevant to the business requirements of the Archives. The following forms of assistance will be provided for approved students:

- financial assistance; and/or
- study leave.

247 Study Leave without pay for full-time study may be provided under clause 153-156.

248 Further information on Studies Assistance can be found in the Archives' Studies Assistance Scheme Guidelines.

### Performance management

249 The Archives' Performance Management Policy will apply to all employees. Further information can be found in the Archives' Performance Management Policy.

250 The Performance Management Policy is the framework for:

- linking individual performance to the Archives' business outcome, strategic priorities and capabilities
- determining salary progression within a classification
- providing a mechanism for two way feedback between managers and employees and
- identifying and supporting learning and development opportunities.

251 The Performance Management Scheme operates over a 12 month cycle, with formal mid-cycle and end of cycle reviews. Under the scheme, salary progression through pay points within a classification range will be based on the final performance review rating subject to an assessment period of at least six months. The following will apply:

- A performance rating of 5 (Exceptional) will mean accelerated progression to the pay point two above their current pay point (if available to the employee in the classification range).
- A performance rating of 4 (Exceeds expectations) will mean progression to the next pay point (if available to the employee in the classification range).
- A performance rating of 3 (Fully effective) will mean progression to the next pay point (if available to the employee in the classification range).

- A performance rating of 2 (Requires development) will mean no change to pay point.
- Following a performance rating of 1 (Not satisfactory), the unsatisfactory performance provisions of the scheme will apply, and will include no change to the pay point.

252 For any employee receiving payment for temporary reassignment of duties, salary progression, through pay points, as specified in clause 251, will apply at the level of the temporary reassignment only if the temporary reassignment has been continuous for six months at 1 July.

253 Salary progression, through pay points, where available, will take effect on the first pay day in September following the performance assessment.

### **Managing unsatisfactory performance**

254 Where work performance issues are identified the manager and employee will work constructively together to address the issues fairly and promptly as they arise, applying natural justice and procedural fairness principles. The employee will be given assistance and the opportunity to improve their performance to a fully effective level in accordance with the following provisions:

255 These provisions do not apply where:

- non-ongoing employees are within two months of the expiration of their period of employment;
- employees on probation;
- action is being taken under the Code of Conduct procedures;
- there is a health-related reason for the unsatisfactory performance; or
- an essential qualification has been lost.

256 Where performance consistently falls below the required standard despite attempts to improve performance under the Archives' Performance Management Policy, through a performance improvement plan, including development options the following procedures will apply.

257 The manager will provide the employee with a written warning of the need for performance to improve. The warning will specify:

- (i) the acceptable standard of work;
- (ii) how the employee's work does not meet the standard; and
- (iii) that the performance will need to improve over the next three months or a lesser period as agreed (assessment period).

258 During the assessment period, the manager and employee will meet regularly to assess the employee's performance. The manager will prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the manager's progress report.

259 If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.

- 260 If at the end of the assessment period, the employee's performance fails to meet the expected standard, the Director-General may issue a Notice of Intention to:
- (i) re-assign duties;
  - (ii) reduce the employee's classification;
  - (iii) terminate the employee on the grounds of unsatisfactory performance;
- or
- (iv) extend the plan.
- 261 The employee will have seven days to show cause why this action should not be taken. The Director-General (delegate) has the discretion to extend this period in special circumstances.
- 262 The Director-General having considered any representation submitted, may effect the re-assignment of duties at the same or reduced classification level of the employee or extend the plan or issue a notice of termination.
- 263 Where they choose to do so, employees may seek the assistance of a representative of their choice at any stage of the above process.

## Part I - Workforce Management

### Probation

- 264 Employees engaged on an ongoing basis and non-ongoing engagements of greater than three months, will usually be engaged on probation for a period of three months. The Director-General may extend the probationary period of an ongoing employee for a further period, up to a total of six months, where there is reasonable cause to do so. An employee's engagement may be terminated at any time during or at the end of the probationary period. A person engaged on probation remains on probation until that person has met all necessary performance and other requirements for engagement or the engagement is terminated.

### Graduate employment

- 265 Graduates will enter the Archives at the Graduate APS classification and be remunerated as provided for in **Error! Reference source not found.** to this Agreement. On successful completion of the Graduate Training Program, Graduates transition to the APS Level 3 classification and may be promoted to an APS Level 4 classification, subject to a merit selection process.

### Traineeships

- 266 Employees recruited as a TraineeAPS (administrative) (Trainee) will undertake a course of training as determined by the Director-General. Upon successful completion of their training requirements, trainees will be advanced to the minimum point in the APS Level 1 Classification. The Trainee will be paid in accordance with the rates at **Error! Reference source not found.**

### Termination of employment and Notice of Separation

- 267 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are in accordance with the Fair Work Act or other relevant laws.

- 268 Nothing in this Agreement prevents the Director-General from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Director-General for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.
- 269 Employees resigning from the Archives are required to provide at least two weeks notice to the Archives to ensure a smooth handover or completion of projects on hand. A lesser period may be agreed between the employee and their Director. Notice periods for promotion or transfers to other agencies will be in accordance with the relevant provisions of the *Public Service Act 1999*, and associated Regulations and Directions.

### **Redeployment, reduction and retrenchment**

- 270 These provisions apply only to ongoing employees who are not on probation and whose employment is identified as excess to the Archives requirements.
- 271 In implementing these provisions the Director-General is required to comply with APS policies and principles that relate to redeployment and retention, including involuntary retrenchment. Further information can be found in the APS Redeployment Policy and Managing Redeployment in the APS: Guidelines for agencies.
- 272 For the purpose of this Agreement, an employee is excess if:
- (i) the employee is included in a class of Archives employees which comprises a greater number of employees than is necessary for the efficient and economical working of the Archives;
  - (ii) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Archives or structural or other changes in the nature, extent or organisation of the functions of the Archives; or
  - (iii) the duties usually performed by the employee are to be performed at a different locality (as defined), the employee is not willing to perform duties at the locality and the Director-General has determined that the provisions of this clause apply to that employee.
- 273 Throughout the application of the following provisions:
- (i) the Director-General will take all reasonable steps, consistent with the efficient management of the Archives, to reassign duties to an excess employee at an equal classification level within the Archives, including giving priority to Archives' excess employees, subject to suitability, when filling Archives' vacancies or to facilitate a move to another APS agency;
  - (ii) the Director-General, in consultation with the employee, will take all reasonable steps to facilitate redeployment to another APS agency, where redeployment in the Archives is not likely;

- (iii) the Director-General will consider the retraining of an excess, or potentially excess, employee where:
  - a. retraining would be in the Archives' interest;
  - b. retraining would lead to successful placement within the retention period applying to the employee (see clause 292); or
  - c. retention in employment is unlikely to be possible without retraining; and
- (iv) an employee or a person of their choice may raise issues concerning a retrenchment situation directly with their supervisor or Director.

#### *Consultation process*

274 When the Director-General is aware that an employee is likely to become excess, the Director-General will at the earliest practicable time advise the employee of the situation. Where possible a minimum of three months' notice will be given where redeployment or retrenchment is likely to occur.

275 Discussions with the potentially excess employee or, where an employee requests, with the employee's representative, will be held to consider:

- (i) measures which might be taken to reduce the incidence of an employee becoming excess;
- (ii) the method of identifying an employee as excess, having regard to the efficient and economical working of the Archives and the relative suitability of employees;
- (iii) redeployment opportunities for the employee concerned; and
- (iv) whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.

276 The Director-General will not advise an employee that they are excess until the discussions referred to in clause 275 have occurred. The period of these discussions will not exceed one month (or lesser period as agreed).

277 Potentially excess employees will be offered access to financial and career advice, to be arranged and paid for by the Archives at the time of notification in accordance with clause 279.

#### *Voluntary retrenchment*

278 Where the Director-General invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The Director-General will not give notice of termination of employment under Section 29(3)(a) of the *Public Service Act 1999* 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).

279 Within the month of election the employee must have access to information on the amount of severance pay, pay in lieu of notice and paid up leave credits; the amount of accumulated superannuation contributions; options concerning superannuation;

the taxation rules applying to the various payments; and assistance up to a maximum of \$610 for financial counselling and a further \$610 for career guidance and counselling, on a reimbursement basis and inclusive of GST, if not received previously under clause 277. Where the late provision of information does not allow reasonable time for the employee to consider their options, the election period will be extended to ensure the employee has a total of one month for consideration. The information is provided for guidance purposes only, and is not an offer capable of forming a binding contract.

280 An excess employee will only be invited to elect for voluntary retrenchment once.

*Period of notice*

281 Where the employee elects to be voluntarily retrenched, the Director-General may accept this election and terminate the employee's employment under the *Public Service Act 1999* on the grounds that the employee is excess to requirements and, upon acceptance will give the required period of notice. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years continuous service).

282 Where the Director-General directs, or the employee requests, a termination date within the notice period, the employee's employment will terminate on that date. The employee will be paid compensation instead of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

*Severance benefit*

283 An employee who elects voluntary retrenchment and whose employment is terminated by the Director-General under the *Public Service Act 1999* on the grounds that the employee is excess to requirements is entitled to be paid two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.

284 Subject to any minimum amount the employee is entitled to under the NES, the minimum sum payable under clause 283 will be four weeks salary and the maximum will be 48 weeks salary.

285 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

286 Subject to clauses 287 and 288, service for severance pay purposes means:

- (i) service in an APS Agency;
- (ii) Government service as defined in the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (iii) service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the

Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes;

- (iv) service with the Australian Defence Forces;
- (v) APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and
- (vi) service in another organisation where the employee was transferred from that organisation with a transfer of function, or the employee was engaged by that organisation on work within a function and was appointed as a result of the transfer of that function to the APS, and such service is recognised for Long Service Leave purposes.

287 Any period of service which ceased:

- (i) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - the employee lacks, or has lost, an essential qualification for performing their duties;
  - non-performance, or unsatisfactory performance of duties;
  - inability to perform duties because of physical or mental incapacity;
  - failure to satisfactorily complete an entry level training course;
  - failure to meet a condition imposed under Sub-section 22(6) of the *Public Service Act 1999*; or
  - a breach of the Code of Conduct; or
- (ii) on a ground equivalent to a ground listed in (i) above under the repealed *Public Service Act 1922*; or
- (iii) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (iv) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit,

will not count as service for severance pay purposes.

288 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*

289 For the purpose of calculating any payment under clause 284, salary will include:

- (i) the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; and

- (ii) payment for temporary reassignment of duties where the employee has been assigned duties 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 of employment; and
- (iii) other allowances in the nature of salary which have been paid during periods of annual leave and on a regular basis, excluding allowances which have been a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

*Offer of voluntary retrenchment before involuntary retrenchment*

290 Where a redundancy situation affects a number of employees engaged in the same work at the same level and in the same location, and employees have been invited to elect for voluntary retrenchment, the Director-General generally should not involuntarily terminate the employment of those employees, if there are employees engaged in that work at that level in that location who have elected for voluntary retrenchment which has not been accepted by the Director-General and still wish to elect for voluntary retrenchment.

291 The Director-General may invite employees who are not excess to elect for voluntary retrenchment where the termination of the employment of those employees would allow the redeployment of excess employees who do not wish to elect for voluntary retrenchment.

*Retention periods*

292 Where an excess employee has been invited to elect for voluntary retrenchment, and has not accepted the invitation to voluntarily retire, the employee will commence the following retention period:

- (i) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- (ii) seven months for other employees.

293 Each of the periods in clause 292 are to be reduced by the number of weeks redundancy pay that the employee would be entitled to at the expiration of the retention period under the NES.

294 The retention period will commence on the earlier of the following:

- (i) the day the employee is advised in writing by the Director-General that they are an excess employee; or
- (ii) one month after the day on which the Director-General invites the employee to elect to be retrenched.

295 During the retention period the Director-General :

- (i) will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- (ii) may with four weeks' notice, in consultation with the employee, reduce the excess employee's classification as a means of securing alternative

employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the previous level for the balance of the retention period.

- 296 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 297 The retention periods specified in clause 292 and 294 and the notice period specified in clause 300 will be extended by any periods of Personal/Carer's Leave arising through illness of the employee and supported by medical evidence which is taken during these periods.
- 298 Where the Director-General is satisfied there is insufficient productive work available for an excess employee during the retention period and that there is no reasonable redeployment prospects in the APS, the Director-General may, with the agreement of the employee, terminate the employee's employment under Section 29 of the *Public Service Act 1999* and pay the balance of the retention period (adjusted for the NES under clause 293 above) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

#### *Involuntary Retrenchment*

- 299 An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be voluntarily retrenched as per clauses 278 - 298 or has elected to be voluntarily retrenched but the Director-General refuses to approve it.
- 300 An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee be involuntarily retrenched. The specified periods of notice will as far as practicable be served concurrently with the retention periods.

## **Part J – Healthy Workplace and Support for Employees**

### **Work health and safety**

- 301 The Archives and its employees are responsible for creating and maintaining a safe and healthy work environment. Responsibilities are outlined in the *Work Health and Safety Act 2011*.

### **Workplace Diversity**

- 302 The Archives is committed to the principles of fairness, equity, diversity in employment; and the fostering of an environment free of bullying and all Archives employees have a responsibility to uphold and demonstrate these principles in the conduct of their day to day work.
- 303 Further information can be found in the Archives' Workplace Diversity Program and Workplace Harassment and Bullying Policy and Guidelines.

## **Employee Assistance Program**

304 The Archives will provide access to an Employee Assistance Program at no cost to employees. A confidential, professional counselling service will be available to employees and also their immediate families to help them resolve both personal and work-related problems. In addition, a critical incident service will be available to employees.

## **Influenza vaccinations**

305 Wherever practicable, the Archives agree to provide influenza vaccinations in the workplace, at no expense to employees, where they choose. Where this cannot be arranged onsite, employees will be reimbursed for out of pocket medical and pharmaceutical expenses incurred in obtaining the injection. The aim is to maximise participation in the initiative, and to minimise absence from the workplace.

## **Eye Testing**

306 An employee whose job involves screen based work may seek an eye test once every two years and where spectacles are prescribed for operating screen based equipment, the employee will be reimbursed in accordance with specified limits as set out in the Eye Testing Policy.

## **Health and Wellbeing Program**

307 The Archives will provide a range of activities that are focused on raising awareness and promoting good health outcomes for its employees, subject to the funding capacity of the Archives. Further information can be found in the Archives' Health and Wellbeing Program.

## **Part K - Working Relations**

### **Consultation and Employee representation**

308 The Archives is committed to consulting with employees and their chosen representative about the implementation of this Agreement and issues affecting their entitlements and conditions of employment through meetings, the Intranet and/or in accordance with clause 309.

309 The Archives will have a WRC that is the consultative forum for management to consult with employees and their chosen representatives, on employment related matters and the implementation of this Agreement. The WRC will meet at least 3 times a year. The Director-General and the WRC will maintain agreed Terms of Reference and a protocol. Where required, amendments will be agreed by the Director-General and the WRC.

### **Employee Representation**

310 The Archives recognises the legitimate role of unions in the workplace and that employees are free to choose whether or not to join a union. An employee may have an employee representative, who may be a union or a nominated non-union representative to represent their interests. The Archives, the employee and their representative will deal with each other in good faith. The role of employee

representatives will be respected and facilitated, in accordance with the *Fair Work Act 2009*.

### Consultation on major changes

- 311 This term applies if the Director-General:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b. proposes to introduce a change to the regular roster or Ordinary Hours of Work of employees.
- 312 In this term relevant employee means the employees who may be affected by a change referred to in clause 311.

### Major change

- 313 For major change referred to in clause 311a
- a. The Director-General must notify the relevant employees of the decision to introduce the major change; and
  - b. Clauses 314-320 apply.
- 314 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 315 If a relevant employee(s) appoint(s) a representative for the purposes of consultation and the employee(s) advise(s) the Director-General of the identity of the representative, the Director-General must recognise the representative.
- 316 As soon as practicable after making its decision, the Director-General must:
- a. discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the Director-General 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; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 317 However, the Director-General is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 318 The Director-General must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 319 If a term in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 313a, 314, and 316 are taken not to apply.
- 320 In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the Archives' workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.

### **Change to regular roster or Ordinary Hours of Work**

- 321 For a change referred to in subclause 311(b) the Director-General must notify the relevant employees of the proposed change, and clauses 322-326 apply.
- 322 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 323 If a relevant employee(s) appoint(s) a representative for the purposes of consultation and the employee(s) advise(s) the Director-General of the identity of the representative, the Director-General must recognise the representative.
- 324 As soon as practicable after proposing to introduce the change, the Director-General must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion – provide to the relevant employees:
    - (i) all relevant information about the change including the nature of the change; and
    - (ii) information about what the Director-General reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 325 However, the Director-General is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 326 The Director-General must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

### Dealing with Disputes

- 327 If a dispute relates to:
- (a) a matter arising under the Agreement; or
  - (b) the NES;
- this term sets out procedures to settle the dispute.
- 328 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 329 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.
- 330 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 331 The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 332 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform their work as that employee would normally unless the employee has a reasonable concern about an imminent risk to their health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

**Request for review of employment actions**

- 334 An employee can request a review of employment action to the Director-General and/or under Section 33 of the *Public Service Act 1999* and Part 5 of the *Public Service Regulations 1999*. Where they choose to do so, employees may seek the assistance of a person or organisation to represent them in relation to an application for a request of review of employment actions, except in the case of a review by the Merit Protection Commissioner (as per Public Service Regulation Division 5.33(2)). Further information can be found in the Review of Employment Actions policy.

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## APPENDIX A

### Definitions and acronyms

In this Agreement, unless otherwise specified, the following definitions apply:

**Agreement** – means the National Archives of Australia Enterprise Agreement 2017-2020

**Adopted Child** – for the purposes of Adoption Leave means a child who is under 16 on the expected day of placement who has not lived with the employee for a continuous period of six months or more and is not a child (otherwise than because of the adoption) of the employee or the employee's spouse or de facto partner.

**APS** – means the Australian Public Service.

**APS Employee** – means an employee engaged under *section 22(2) of the Public Service Act 1999*.

**Archives** – means the National Archives of Australia.

**Casual Employee** – means an APS employee employed in the Archives under the *Public Service Act 1999* for duties that are irregular or intermittent.

**Long Term Casual Employee** – means an APS employee employed as a Casual Employee and the employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and has a reasonable expectation of continuing employment on a regular and systematic basis.

**Christmas shutdown period** – means the days between Christmas Day and New Year's Day which would otherwise be working days.

**Continuous Service** – means a period of service not broken by periods of unpaid leave that does not count for service.

**Deemed resignation** – means an earlier period of service that was with the APS and ceased because the employee was deemed to have resigned from the APS due to marriage under the repealed section 49 of the *Public Service Act 1922*.

**Delegate** – means the person empowered by the instrument of delegation used by the Director-General to delegate human resource related powers and functions

**Different locality** – for the purposes of Subclause 272(iii), means another town or city, the location of which is such that the employee would reasonably be required to move house in order to maintain employment.

**Director-General** – means the Head of the National Archives of Australia appointed under Section 67 *Public Service Act 1999*.

**Emergency Management Body** – means a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters; and is prepared by the Commonwealth, a State or a Territory; or a fire-fighting, civil defence or rescue body, or part of such a body; or any other body, or part of a body, a substantial purpose of which involves securing the safety of persons or animals in an emergency or natural disaster; or protecting the property in an emergency or natural disaster; or otherwise responding to an emergency or natural disaster; or a body, or part of a body, prescribed by the Fair Work Regulations.

**Employee**– unless otherwise stated, means an APS employee employed in the Archives under the *Public Service Act 1999*, who is covered by this Agreement.

**Executive level employee**– means employees employed at the Executive Level 1, Executive Level 2 and Public Affairs 3 classifications.

**Foster Child** – for the purposes of Foster Leave means a child who is under 16 on the expected day of placement who has not lived with the employee for a continuous period of six months or more and is not a child (otherwise than because of the fostering arrangement) of the employee or the employee’s spouse or de facto partner.

**Immediate family** – for the purposes of accessing Personal/ Carer’s Leave for caring purposes, unpaid Carer’s, bereavement or compassionate leave a family or household member is:

- a spouse, a former spouse, a de facto partner, a former de facto partner, a child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee or former spouse or defacto partner of the employee; or
- a relation through an adopted, fostered or step child of the employee; or
- traditional kinship to the employee; or
- a person who is in a genuine domestic relationship with the employee.

**Individual Flexibility Arrangement** – means an individual written agreement between an employer and an employee made in accordance with the *Fair Work Act 2009*.

**Medical evidence** – means a certificate from a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioner of that type).

**NES (National Employment Standards)** – means the minimum standards applying to employment as defined in Part 2-2 of the *Fair Work Act 2009*, or otherwise set by the Fair Work Commission.

**Non-ongoing Employee** – means a non-ongoing APS employee employed in the Archives under the *Public Service Act 1999*.

**Ordinary Hours of Work** – means the number of hours of work over a four week settlement period for a full time equivalent employee with a Standard Working Week and Standard Working Day. From commencement of the Agreement it will be 148 hours and 20 minutes.

**Partner**– means a person who is a member of a couple in a relationship, irrespective as to the sexual preference which defines that relationship.

**Redeployment**– means the reassignment of duties with the Agency or movement to another APS Agency.

**Standard Working Day** – means the hours of work for a full time equivalent employee per day (Monday to Friday) of 7 hours and 25 minutes (8:30am – 12:30pm and 1:30pm – 4:55pm).

**Standard Working Week** – means the hours of work for a full time equivalent employee per week (Monday to Friday) of 37 hours and 05 minutes.

**Time off in Lieu (TOIL)** – is a flexible work arrangement agreed between an employee and their manager to recognise where additional hours have been worked. In this Agreement, TOIL is calculated in accordance with the provisions of Executive Level Employees TOIL (clause 32-34), Overtime (clause 43), Christmas Shutdown (clause 73), Domestic Travelling Time (Clause 176) and Excess Travelling Time (clause 209).

**War caused condition** – means an injury or disease that has been determined, under the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*, to be war-caused or defence-caused.

## APPENDIX B

### Classification and salary tables

| NAA LOCAL TITLE | APS LEVEL                | CURRENT SALARY | 3% on commencement | 2% 12 months following commencement | 1% 18 months following commencement |
|-----------------|--------------------------|----------------|--------------------|-------------------------------------|-------------------------------------|
|                 |                          | \$             | \$                 | \$                                  | \$                                  |
| NAA 1           | APS LEVEL 1              | 43234          | 44531              | 45422                               | 45876                               |
|                 |                          | 44819          | 46164              | 47087                               | 47558                               |
|                 |                          | 46407          | 47799              | 48755                               | 49243                               |
|                 |                          | 47567          | 48994              | 49974                               | 50474                               |
| NAA 2           | APS LEVEL 2              | 49421          | 50904              | 51922                               | 52441                               |
|                 |                          | 51008          | 52538              | 53589                               | 54125                               |
|                 |                          | 52593          | 54171              | 55254                               | 55807                               |
|                 |                          | 53910          | 55527              | 56638                               | 57204                               |
| NAA 3 GRADUATE  | APS LEVEL 3 GRADUATE APS | 55530          | 57196              | 58340                               | 58923                               |
|                 |                          | 57116          | 58829              | 60006                               | 60606                               |
|                 |                          | 58701          | 60462              | 61671                               | 62288                               |
|                 |                          | 60170          | 61975              | 63215                               | 63847                               |
| NAA 4           | APS LEVEL 4              | 61875          | 63731              | 65006                               | 65656                               |
|                 |                          | 63462          | 65366              | 66673                               | 67340                               |
|                 |                          | 65048          | 66999              | 68339                               | 69023                               |
|                 |                          | 66675          | 68675              | 70049                               | 70749                               |
| NAA 5           | APS LEVEL 5              | 68220          | 70267              | 71672                               | 72389                               |
|                 |                          | 69809          | 71903              | 73341                               | 74075                               |
|                 |                          | 71394          | 73536              | 75007                               | 75757                               |
|                 |                          | 73179          | 75374              | 76882                               | 77651                               |
| NAA 6           | APS LEVEL 6              | 76948          | 79256              | 80842                               | 81650                               |
|                 |                          | 80122          | 82526              | 84176                               | 85018                               |
|                 |                          | 83294          | 85793              | 87509                               | 88384                               |
|                 |                          | 85377          | 87938              | 89697                               | 90594                               |
| EXECUTIVE 1     | EXECUTIVE LEVEL          | 95192          | 98048              | 100009                              | 101009                              |
|                 |                          | 99953          | 102952             | 105011                              | 106061                              |
|                 |                          | 102452         | 105526             | 107637                              | 108713                              |
| EXECUTIVE 2     | EXECUTIVE LEVEL          | 114230         | 117657             | 120010                              | 121210                              |
|                 |                          | 120577         | 124194             | 126678                              | 127945                              |
|                 |                          | 123591         | 127299             | 129845                              | 131143                              |

| NAA<br>LOCAL<br>TITLE | APS LEVEL            | CURRENT<br>SALARY<br><br>\$ | 3%<br><br>on<br>commencement<br><br>\$ | 2%<br><br>12 months<br>following<br>commencement<br><br>\$ | 1%<br><br>18 months<br>following<br>commencement<br><br>\$ |
|-----------------------|----------------------|-----------------------------|--|--|--|
| CADET                 | CADET APS            | 31652                       | 32602                                  | 33254  | 33586  |
| PUBLIC<br>AFFAIRS 2   | APS LEVEL 6          | 79209                       | 81585                                  | 83217  | 84049  |
|                       |                      | 82517                       | 84993                                  | 86693  | 87560  |
|                       |                      | 85826                       | 88401                                  | 90169  | 91071  |
|                       |                      | 87970                       | 90609                                  | 92421  | 93345  |
| PUBLIC<br>AFFAIRS 3   | EXECUTIVE<br>LEVEL 1 | 104720                      | 107862                                 | 110019   | 111119   |
|                       |                      | 112115                      | 115478                                 | 117788   | 118966   |
|                       |                      | 114919                      | 118367                                 | 120734   | 121941   |

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## APPENDIX C

### Trainee APS (Administrative) – Salary structure

Salary is calculated using the percentages below using the base pay point of the APS Level 1 classification.

| Years out of school  | Years of schooling completed |         |         |
|----------------------|------------------------------|---------|---------|
|                      | Year 10                      | Year 11 | Year 12 |
| School leaver        | 35%                          | 40%     | 50%     |
| Plus 1 year out      | 40%                          | 50%     | 60%     |
| Plus 2 years out     | 50%                          | 60%     | 70%     |
| Plus 3 years out     | 60%                          | 70%     | 75%     |
| Plus 4 years out     | 70%                          | 75%     | 75%     |
| Plus 5 or more years | 75%                          | 75%     | 75%     |

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## APPENDIX D

### Allowances

**Table 1**

**Restriction Duty Allowance** in accordance with clause 189.

| Current         | 3%<br>on commencement | 2%<br>12 months following<br>commencement | 1%<br>18 months following<br>commencement |
|-----------------|-----------------------|---|---|
| \$2.87 per hour | \$2.96 per hour       | \$3.02 per hour                           | \$3.05 per hour                           |

**Table 2**

**First Aid Allowance** in accordance with clause 169.

| Current             | 3%<br>on commencement | 2%<br>12 months following<br>commencement | 1%<br>18 months following<br>commencement |
|---------------------|-----------------------|---|---|
| \$22.79 per f/night | \$23.47 per f/night   | \$23.94 per f/night                       | \$24.18 per f/night                       |

**Table 3**

**Overtime Meal Allowance** in accordance with clause 183.

| Current          | 3%<br>on commencement | 2%<br>12 months following<br>commencement | 1%<br>18 months following<br>commencement |
|------------------|-----------------------|---|---|
| \$21.38 per meal | \$22.02 per meal      | \$22.46 per meal                          | \$22.69 per meal                          |

**Table 4**

**Disruption/Disturbance Allowance** in accordance with clause 187.

| Current          | 3%<br>on commencement | 2%<br>12 months following<br>commencement | 1%<br>18 months following<br>commencement |
|------------------|-----------------------|---|---|
| \$ 11.26 per day | \$11.60 per day       | \$11.83 per day                           | \$11.95 per day                           |

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## APPENDIX E

### SUPPORTED WAGE SYSTEM

335 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.

336 In this Appendix:

- Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- Assessment instrument means the tool 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.
- Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
- Relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
- Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from JobAccess.
- SWS wage assessment agreement means the document in the form required.

#### Eligibility Criteria

337 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work 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.

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

#### Supported Wage Rates

339 Employees to whom this Appendix applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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| <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%                                |

- 340 Provided that the minimum amount payable must be not less than \$82 per week.
- 341 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

### **Assessment of Capacity**

- 342 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the Archives and the employee, and if the employee chooses to have their interests represented by a person or organisation of their choice, that representative.
- 343 Assessments made under this Appendix must be documented in a SWS wage assessment agreement, and retained by the Archives as a time and wages record in accordance with the *Fair Work Act 2009*.

### **Lodgement of SWS Wage Assessment Agreement**

- 344 All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant minimum wage to be paid to the employee must be lodged by the Archives with the Fair Work Commission.
- 345 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **Review of Assessment**

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

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

347 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage rate only. Employees covered by the provisions of the Appendix will be entitled to the same terms and conditions of employment as all other workers covered by the Agreement paid on a pro rata basis.

## **Workplace Adjustment**

348 An employer wishing to employ a person under the provisions of this Appendix must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **Trial Period**

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

350 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

351 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

353 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 342 and 343.