



# **AWM TEAMWORK AGREEMENT**

**2017 – 2020**

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

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## **PART A      SCOPE**

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### **TITLE**

1. This Agreement is made under section 172 of the Fair Work Act, and shall be known as the Australian War Memorial Teamwork Agreement 2017-2020.

### **COVERAGE**

2. In accordance with section 53 of the Fair Work Act, this Agreement covers:
  - a) The Director, on behalf of the Commonwealth of Australia
  - b) Employees of the Australian War Memorial who are employed in accordance with s.22(2) of the Public Service Act, except employees engaged as Senior Executive Service employees.

### **COMMENCEMENT AND DURATION**

3. This Agreement will commence operation 7 days after approval by the Fair Work Commission and shall nominally expire 3 years from the date of commencement.

### **DELEGATION**

4. The Director may, in writing, delegate any of the Director's powers or functions under this Agreement, other than the power set out in this clause.
5. A person exercising powers or functions under clause 4 must comply with any directions of the Director.

### **POLICIES / GUIDELINES**

6. Any guidelines, policies and procedures referred to in this agreement are not incorporated into, and do not form part of, this agreement. A term of this agreement prevails to the extent of any inconsistency with a guideline, policy or procedure.

### **PROCEDURES FOR PREVENTING AND SETTLING DISPUTES**

7. If a dispute relates to:
  - a) a matter under this Agreement; or
  - b) the National Employment Standards;this term sets out procedures to settle the dispute.
8. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
9. 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.
10. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
11. The Fair Work Commission may deal with the dispute in 2 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 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.

- 12. While the parties are trying to resolve the dispute using the procedures in this term:
  - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable work 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.
- 13. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

#### **REVIEW OF DECISION TO TERMINATE EMPLOYMENT**

- 14. Termination of, or a decision to terminate, employment cannot be reviewed under the procedures for preventing and settling disputes or under the review of action procedures at s.33 of the Public Service Act.
- 15. Nothing in this Agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 123(1)(b) of the Fair Work Act, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act.

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

- 16. The AWM complies with the PS Classification Rules 2000 and the APS Work Level Standards.
- 17. The AWM may use appropriate local designators or job titles in addition to approved APS classification levels to reflect the work and skills or qualifications required of its jobs for use internally and in recruitment activities.

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## **PART B      REMUNERATION**

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### **ANNUAL SALARY**

18. The annual salary rates for all classifications are detailed at Appendix 1 of this Agreement.

### **INCREASES TO ANNUAL SALARY**

19. Employees will receive increases to salary as shown in Appendix 1 of this Agreement. In summary:
- 3% on commencement of the AWMTA
  - 2% 12 months after commencement
  - 1% 18 months after commencement.

### **SALARY PAYMENT AND CALCULATION**

20. An employee will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice. The fortnightly rate of pay is calculated using the following formula:

Annual rate of pay multiplied by 12 and divided by 313.

### **SALARY ON ENGAGEMENT, PROMOTION OR MOVEMENT**

21. Where an employee is engaged or promoted within or to the AWM the employee's annual salary will be set at the minimum pay point of the employee's classification level. The Director may authorise payment of salary above the minimum point in that salary range.
22. An employee to whom Clause 21 applies may discuss salary with the Director before taking up the assigned duties. The qualifying periods for pay point progression under the Memorial's Annual Performance Assessment scheme will be taken into account in this discussion.
23. Where an employee is assigned new duties within the AWM at the employee's existing classification, salary will be payable at the point of the applicable salary range outlined at Appendix 1 as determined by the Director.

### **SALARY ON TEMPORARY ASSIGNMENT TO THE AWM FROM ANOTHER AGENCY AT A HIGHER CLASSIFICATION**

24. Where an employee is temporarily assigned higher duties in the AWM from another APS agency under s.26 of the Public Service Act, salary will be payable at the minimum point of the applicable classification range outlined in Appendix 1, unless determined otherwise by the Director.

### **SALARY MAINTENANCE ON MOVEMENT TO THE AWM**

25. Unless the Director determines otherwise, an existing APS employee moving to the AWM at the same classification level, whose current salary at the other APS agency exceeds the top pay point in the AWM for that classification will be maintained on their current salary until such time as the relevant rate of pay in Appendix 1 equals or exceeds the employee's maintained salary, at which time the applicable salary in Appendix 1 will apply.

## **SALARY ON REDUCTION**

26. Where an employee requests or agrees in writing to perform work at a lower classification level, their pay point within the lower level salary range will be determined in a manner that recognises the employee's pay point progression at their current classification level.
27. Where an employee permanently reduces to a lower classification level, by consent or at the direction of the Director, the Director will determine salary within the lower classification level. For the purposes of clause 26 and 27 this would normally be at the top of the salary range of the lower classification level.

## **PAY POINT PROGRESSION**

28. On the employee's pay point progression date, an employee who is not at the highest pay point for their classification will advance to the next pay point if they have:
  - participated in the performance assessment process for the preceding year; and
  - have been assessed as "meets requirements" or higher as part of the performance assessment process.
29. Employees on temporary assignments of 12 months or longer will be eligible for pay point progression to the next highest pay point (if any) within the temporary higher classification. Employees will be paid the higher pay point for all subsequent periods of temporary assignment at the higher classification provided there is not a break of more than 12 months between temporary assignments.
30. The Executive Level 2 classification will retain a barrier as indicated in Appendix 1. Progression beyond this barrier will be limited to Executive Level 2 employees who are designated as a Section Head.

## **SUPPORTED WAGE FOR EMPLOYEES WITH A DISABILITY**

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

## **FLEXIBLE SALARY PACKAGING**

32. The AWM will offer flexible salary packaging to all ongoing employees and non-ongoing employees whose current period of engagement is over 12 months.
33. Any fringe benefit tax incurred as a result of the flexible salary packaging arrangement will be met by the employee on a salary sacrifice basis.
34. The working arrangements of the flexible salary packaging arrangement are set out in AWM policy and procedures that may be amended from time to time. The AWM will bear the costs of administering this part of the flexible salary packaging arrangements.

## **PART TIME EMPLOYEES**

35. Remuneration and other benefits for part time employees will be calculated on a pro rata basis according to hours worked, with the exception of expense related allowances which will be paid at the same amount as full time employees.

## **CASUAL EMPLOYEES**

36. A casual employee who is required to attend for duty is entitled to be paid a loading of 20 per cent of their ordinary hourly rate of pay in lieu of public holidays on which the employee is not rostered to work and all paid leave entitlements other than as listed in



clause 37b. Casual employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

37. The following provisions of this Agreement do not apply to casual employees:
  - a) Management of excess employees;
  - b) Leave, except for:
    1. Unpaid carer's leave
    2. Long service leave;
    3. Compassionate leave;
    4. Miscellaneous leave.

## **SUPERANNUATION**

38. The AWM will make compulsory employer contributions as required by applicable legislation and fund requirements.
39. Employer contributions to the PSSap will be 15.4% of the employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in 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. the fund is unable to accept contributions for people aged over 75).
40. Paid Maternity Leave (excluding the Australian Government's *Paid Parental Leave Scheme*) will be considered to be normal OTE, consistent with clause 2.2.4 of the PSSap Deed.
41. Employer contributions will be made in respect of periods of unpaid maternity leave, unpaid adoption leave and unpaid foster parent leave, but not for any other periods of unpaid leave not to count as service, unless otherwise prescribed by legislation.
42. The Director may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.
43. Employees over the age of 70 will receive a superannuation allowance where the AWM is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the employee will be equivalent to the gross amount the AWM would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund. This allowance will be taxable and will be paid fortnightly with salary. This allowance will not count as salary for any purpose.

## **TEMPORARY ASSIGNMENT AND PAYMENT OF HIGHER DUTIES ALLOWANCE**

44. Where an ongoing employee undertakes a temporary assignment at a higher level (including where an employee from another agency is temporarily assigned duties in the AWM) for a continuous period of 10 working days or more (inclusive of public holidays), the employee will be paid higher duties allowance for the whole period at:
  - a) the minimum pay point for the higher classification;
  - b) such higher rate determined by the Director having regard to the nature of the duties which the employee is to be assigned, the work level standards and the experience, qualifications and skills of the employee.
45. If a period initially assessed as less than 10 days extends to or beyond 10 days, the employee will be paid for the whole period.

46. The Director may also approve payment at a higher pay point where there is a pattern of regular performance in the same higher level job: for example, an employee required to work in a higher position regularly over a set period (e.g. six months) will be eligible for payment for all days in excess of the first 10 days within a calendar year.
47. Employees who undertake temporary assignments at the SES level will be subject to such pay and conditions as determined by the Director. Further information is available in the AWM's policies and procedures.
48. An employee will continue to receive payment at the temporary assignment rate whilst 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.
49. Where an employee is promoted within the AWM and has previously been temporarily assigned duties at this classification, and that period of temporary assignment immediately precedes the date of effect of the promotion, the period of temporary assignment will count towards the qualifying period for salary advancement.

### **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

50. The Director and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any terms of this Agreement where the arrangement meets the genuine needs of the AWM and the employee.
51. The Director must ensure that an individual flexibility arrangement:
  - a) is about permitted matters under section 172 of the Fair Work Act;
  - b) does not include unlawful terms under section 194 of the Fair Work Act;
  - c) results in the employee being better off overall than the employee would be if no arrangement was agreed to;
  - d) is in writing;
  - e) is signed by both the employee and the Director and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - f) is able to be terminated by either the employee or the Director giving not more than 28 days written notice, or at any time by agreement between the employee and the Director in writing; and
  - g) is given to the employee within 14 days after it is agreed to.
52. A flexibility arrangement must be genuinely agreed between the employee and the Director.

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## **PART C ANNUAL PERFORMANCE ASSESSMENT**

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53. The arrangements for annual performance assessments are set out in the AWM's Performance and Development Plan Procedures.
54. All employees are required to have a current performance agreement, except non-ongoing employees engaged for less than six months.
55. Consistent with the 'no surprises' principle incorporated within the AWM's Managing Underperformance Policy, where an employee's performance is unsatisfactory in part or as a whole an employee will be advised immediately. An employee should not first be advised of unsatisfactory performance in their annual or mid-cycle assessment.

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## **PART D      MANAGING UNDERPERFORMANCE**

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56. Where underperformance is identified, the AWM will work with affected employees and their managers to attain and sustain the standards required.
57. Underperformance is identified when a manager makes an assessment that an employee's performance is 'unsatisfactory'.
58. The process for managing underperformance is detailed within the AWM's Performance Management Policy and Procedures which apply to all staff except ongoing staff on probation and non-ongoing employees.
59. The Performance Management Policy and Procedures will apply the principles of procedural fairness and natural justice and provide employees with the right to a support person of their choice to accompany them at any stage of the performance management process.

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## **PART E      SEPARATION**

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60. On separation from the APS, the employee will be paid out leave entitlements in accordance with the Fair Work Act and the *Long Service Leave (Commonwealth Employees) Act 1976*.
61. Payment on separation will include allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, but exclude expense related allowances.
62. On cessation of employment, purchased leave payments and unused credits will be reconciled. Any payments for unused leave will be reimbursed. Outstanding payments for purchased leave or any flex debit will be deducted from an employee's final monies. Further information is provided within the DI - 'Debt Management'.

### **RESIGNATION**

63. The Director expects an employee to give reasonable notice of their resignation or retirement. An employee should endeavour to give at least two weeks' notice of resignation, except where special circumstances exist.

### **PAYMENT ON DEATH**

64. Where an employee dies, or is assumed to have died on a particular date, the Director may authorise payment of all leave entitlements otherwise payable on resignation or retirement to be made to dependants, the partner of the former employee, or the former employee's legal personal representative.

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## **PART F      PEOPLE DEVELOPMENT AND LEARNING**

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### **STUDYBANK**

65. An employee undertaking formal study may be granted studies assistance through Studybank which may include paid leave of up to five hours per week, unpaid leave, and/or reimbursement of costs up to \$2,500 per year.
66. The AWM's Studybank Policy and Procedures detail how Studybank is administered.

## PROFESSIONAL LEAVE

67. The options available to staff are provided within the AWM's DI - Professional Leave.

## PROFESSIONAL MEMBERSHIP FEE REIMBURSEMENT

68. The AWM will reimburse membership fees and accreditation fees of up to \$500 per annum where a membership or accreditation from a professional association is an essential requirement for an employee to undertake their responsibilities for the AWM, or as agreed by the Director.

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## PART G HOURS AND FLEXIBLE WORKING ARRANGEMENTS

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### STANDARD ORDINARY HOURS OF WORK

#### Full-Time Employees

69. Full time AWM employees covered by this Agreement (excluding those on a roster or workshop employees) will work 73 hours and 30 minutes per fortnight as their standard ordinary hours of duty. The ordinary hours of duty for full time employees are Monday to Friday between the hours of 8.30 am to 12.30 pm and 1.30 pm to 4.51 pm.
70. The span of hours during which employees may work normal hours (excluding those on a roster or workshop employees) is 7.00 am to 7.00 pm Monday to Friday. Employees are to agree their normal pattern of attendance with their Supervisor. If agreement cannot be reached, standard hours will apply.
71. When an employee requests to work outside the 7am to 7pm Monday to Friday span of hours for personal reasons, they may do so with the agreement of their supervisor. The key consideration is whether the request can be accommodated within operational requirements taking into account the level of supervision required, as well as security and work, health and safety factors. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.
72. Employees must not work for more than five hours without a minimum half hour meal break.

#### Part-Time Employees

73. A part time employee is an employee whose ordinary hours are less than 73 hours and 30 minutes per fortnight.
74. The ordinary hours of duty for a part-time employee are those agreed within their part-time work agreement.
75. The span of hours during which part-time employees may work normal hours (excluding those on a roster or workshop employees) is 7.00 am to 7.00 pm Monday to Friday.
76. Part-time employees must not work for more than five hours without a minimum of a half hour meal break.
77. Management or employees may initiate proposals for part-time work, and proposals for variation of part-time work. An application for part-time work will only be agreed to if the operational requirements of the employee's work unit can be met. Applications for part-time employment can only be made for a maximum period of 12 months at any one time.
78. An employee who is a parent, or has responsibility for the care of a child may request a change in working arrangements to assist the employee to care for the child in accordance with the Fair Work Act.

79. A full-time employee who becomes a part-time employee is able to revert to full-time hours subject to operational requirements or at the expiration of the part-time agreement.
80. The AWM may engage an employee on a part-time basis. An employee engaged on a part-time basis does not have an automatic right to vary their part-time hours or access full-time hours.

### **CHRISTMAS CLOSE-DOWN**

81. AWM offices, excluding front of house and related support areas, are closed for normal business purposes during the period from 25 December with business resuming on the first working day following 1 January (the Christmas close-down period).
82. Over the Christmas close-down period employees are entitled to be absent with pay for the working days during Christmas close-down.
83. Employees, including casuals, who receive a loading of their salary under this Agreement will not be entitled to any payment in respect of the Christmas close-down period unless they are rostered to work.
84. Where employees are required to be on duty in front of house and related support services, or are required, due to exceptional circumstances, to be on duty during the Christmas close-down period, they may take time off in lieu (TOIL) of the time worked. The period of TOIL to which they are so entitled is equal to the time they were required to be on duty.
85. Payment for absences on working days during Christmas close-down will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee is absent on long service leave or leave without pay over this period the rate of payment will be in accordance with the payment for that leave entitlement e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

### **RECORDING ATTENDANCE**

86. Employees must record their attendance as specified in the AWM's DI 'Attendance and Leave'.

### **FLEXTIME AND OTHER FLEXIBLE WORKING ARRANGEMENTS**

87. Flextime is available to APS level employees only. Further information is available in the AWM's DI 'Attendance and Leave'.
88. Hours are to be recorded on flex sheets to be maintained within work teams, and these flex sheets must be available for internal and external audit purposes.
89. At the conclusion of the four week flextime settlement period a maximum flextime credit of 40 hours and a maximum flextime debit of 10 hours applies unless there are extraordinary circumstances. Refer to DI 'Attendance and Leave' for further information.
90. An employee will not accrue flextime in respect of any overtime hours worked.

### **OVERTIME AND TIME OFF IN LIEU**

91. Clauses 92 to 102 do not apply to Shift Workers or Executive Level employees.
92. An employee may be directed by their manager to work a reasonable amount of overtime outside the span of ordinary hours on any day due to operational requirements.
93. Directions to perform overtime require Section Head approval.

94. For employees other than part-time employees or shift workers, duty will be considered overtime where the employee performs duty as directed:
  - a) outside the span of ordinary hours referred to in Clause 70;
  - b) on a public holiday; or
  - c) in excess of 10 hours on any one day.
95. For part-time employees, duty will be considered overtime where the employee performs duty as directed:
  - a) within the span of ordinary hours referred to in Clause 70 but not continuous with the employee's ordinary hours of work; or
  - b) in excess of the employee's ordinary hours of work for the flextime settlement period of four weeks.
96. Employees working authorised overtime who have a flex debit will not be eligible for overtime payment until the flex debit has been eliminated. Such debits are to be reduced by the period of overtime worked, with the reduction being calculated at the applicable overtime rate.
97. Employees working authorised overtime who do not have a flex debit may take their overtime entitlement as time off in lieu (TOIL), calculated at the applicable overtime rate.

Payment for overtime worked by employees who are not shift workers will be made at the following rates as a percentage of their ordinary hourly rate of pay:

Overtime hours worked	Hourly rate
Monday to Saturday – time and a half.	150%
Sundays and public holidays within the hours 7:00 am to 7:00 pm - time and a half.	150%
Sunday and Public Holidays outside the hours 7:00 am to 7:00 pm – double time.	200%

98. An employee's ordinary hourly rate of pay for the purposes of calculating overtime will include all allowances in the nature of salary. Refer to Clause 126 for further information.
99. A meal allowance may be payable to employees performing overtime subject to clauses 139 and 140.
100. Where an employee reports for approved overtime duty, which is not continuous with ordinary duty, and the employee is not required to perform that duty, the employee will be paid for time spent travelling to and from duty plus one hour. The maximum payment made for this purpose will be four hours.
101. Employees called on duty to meet an emergency situation and who had no notification prior to ceasing ordinary duty will be entitled either to payment of overtime or time off in lieu, with a minimum payment of one hour at the double time rate. If the emergency duty is continuous with the employee's ordinary hours, the employee's ordinary hours will continue to be paid at the ordinary hourly rate of pay.
102. Employees required to work overtime will be entitled to an 8 hour break plus reasonable travelling time following the end of the period of work before commencing work again and will suffer no loss of pay for ordinary working time occurring during the employee's absence. The Director may authorise a shorter break period in exceptional circumstances for example for commemorative and major events, and, in such

circumstances employees will be granted time off. Further information is available within the Miscellaneous Leave provisions of the AWM's DI 'Attendance and Leave'.

**EXECUTIVE LEVEL EMPLOYEES - TIME OFF IN LIEU**

103. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods, the manager and employee may agree arrangements for reasonable time off to recognise the additional effort. Reasonable time off for Executive Level employees is not on an hour for hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.

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**PART H      SHIFTWORK**

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**GENERAL**

104. Where necessary as a means of meeting operational requirements, the AWM may introduce shift work or a new shift roster or cycle of shifts following consultation with affected employees in accordance with Part O.
105. The Director agrees to advise employees as soon as practicable prior to the intended introduction of any proposed arrangements. The Director will provide an opportunity for affected employees to comment on any proposed changes prior to their introduction.

**SHIFT PENALTIES**

106. Employees who are required to perform duty as shift workers will be paid at the following rate for each ordinary hour worked:

<b>Ordinary hours worked</b>	<b>Percentage of ordinary hourly rate of pay</b>
Monday to Friday	100%
Saturday	150%
Sunday	200%
Ordinary hours performed on a public holiday	250%

107. A shift worker who would ordinarily not observe a public holiday, but is rostered off on a public holiday, will be entitled to one day's pay at 100% of their ordinary hourly rate of pay without any shift penalties.

**SHIFT ORDINARY HOURS AND BREAKS**

108. Shift workers will have the following standard ordinary hours of duty:
- a)      **Security employees** – the ordinary hours of duty will be 76 hours per fortnight at 9.5 hours per working day over 8 days. Security work one weekend per fortnight. This allows Security employees to accumulate time towards 7 Rostered Days Off per financial year. Employees must ensure that they work from 7.00 am to 5.30 pm with an hour unpaid meal break. Employees must not work for more than five hours without a meal break.

- b) **Audio Visual employees** – the ordinary hours of duty will be 220.32 hours over a six week rotating roster working 8.16 hours per working day over 27 days, plus two weekends within the roster. Employees must not work for more than five hours without a meal break.
- c) **Information Assistants** – the ordinary hours of duty are 73 hours and 30 minutes per fortnight plus one weekend per fortnight. Employees must not work for more than five hours without a meal break.

## LEAVE ARRANGEMENTS

- 109. Annual and other leave for rostered employees will be debited at the rate applicable to the particular rostered day had the employee worked that day.
- 110. Rostered employees whose ordinary hours are 38 hours per week or 76 hours per fortnight are entitled to 152 hours of paid annual leave per annum.
- 111. Rostered employees will accrue an additional 0.5 day credit for each rostered Sunday worked, subject each year to a maximum of:
  - a) 38 hours for employees in Security; or
  - b) 37 hours and 5 minutes for other employees
 with the above maximums being pro-rated for part-time employees.
- 112. A rostered employee who is paid shift allowance will be paid shift allowance during the period of annual leave.
- 113. Shift allowance is not payable during any period of leave other than annual leave.
- 114. A rostered employee (other than an employee who is paid shift allowance) will be paid an amount equal to half of the shift penalty payments that would otherwise be payable for shifts during a period of annual leave.

## OVERTIME

- 115. For shift workers, duty will be considered overtime where the employee is directed by their Section Head to perform work:
  - a) which is outside the employee's normal rostered ordinary hours of duty on that day; or
  - b) in excess of the employee's ordinary hours averaged over a cycle of shifts.
- 116. Payment for overtime worked by shift workers will be made at the following rates as a percentage of their ordinary hourly rate of pay:

Overtime hours worked	Hourly rate
Monday to Friday	150%
Saturday and Sunday	200%
Public Holidays	250%

- 117. Where an employee reports for approved overtime duty, which is not continuous with ordinary duty, and the employee is not required to perform that duty, the employee will be paid for time spent travelling to and from duty plus one hour. The maximum payment made for this purpose will be four hours.
- 118. Employees called on duty to meet an emergency situation and who had no notification prior to ceasing ordinary duty will be entitled either to payment of overtime or time off in lieu, with a minimum payment of one hour at the double time rate. If the emergency



duty is continuous with the employee's ordinary hours, the employee's ordinary hours will continue to be paid at the ordinary hourly rate of pay.

119. Employees required to work overtime will be entitled to an 8 hour break plus reasonable travelling time following the end of the period of work before commencing work again and will suffer no loss of pay for ordinary working time occurring during the employee's absence. The Director may authorise a shorter break period in exceptional circumstances for example for commemorative and major events, and, in such circumstances employees will be granted time off. Further information is available within the Miscellaneous Leave provisions of the AWM's DI 'Attendance and Leave'.

### **SHIFT ALLOWANCE**

120. The Director may determine that shift penalties be paid to employees as an ongoing shift allowance. The shift allowance will be equal to the shift penalties the employee is entitled to receive annually and will be calculated as specified in Appendix 3.
121. Shift allowance will be considered to be salary for superannuation purposes in accordance with the relevant superannuation legislation.

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## **PART I      WORKSHOP EMPLOYEES**

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122. The ordinary hours of duty will be 38 hours per week averaged over the relevant four week settlement period or the equivalent of 8 hours and 27 minutes per working day.
123. Working these hours employees will achieve two accumulated days off each four week settlement period.
124. Workshop employees whose ordinary hours are 38 hours per week or 76 hours per fortnight are entitled to 152 hours of paid annual leave per annum.
125. Employees may vary their starting and finishing time within the period 7:00 am to 7:00 pm, and the day taken as an accumulated day off by prior arrangement with their supervisor.

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**PART J ALLOWANCES**

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**SALARY-RELATED ALLOWANCES**

126. Employees will be entitled to the following salary-related allowances:

<b>Allowance</b>	<b>Payable</b>	<b>Amount</b>
Workplace representative allowance <ul style="list-style-type: none"> <li>• WHS</li> <li>• WHCO</li> <li>• Emergency Warden</li> </ul>	See clause 130	\$25.51 per fortnight
First aid allowance	See clause 131 - Performs First Aid Officer role - Performs First Aid Officer role and is responsible for first aid kit. - Performs First Aid Officer role and is responsible for all first aid facilities in a building	\$25.51 per fortnight  \$30.61 per fortnight  \$38.27 per fortnight
Disability allowance – carpentry workshop	Where employee performs carpentry duties in the AWM Workshop	\$44.45 per fortnight
Tool allowance	Where employee performs carpentry duties in the AWM Workshop who provide their own basic tool kits	\$88.91 per fortnight
Community language allowance	See clause 132 Rate 1 Rate 2	\$934.28 per annum \$1868.56 per annum
Restriction allowance	Where employee is designated as contactable and available to perform extra duty outside their ordinary hours	See clauses 133 to 138

127. Unless otherwise specified, salary-related allowances will be payable during periods of paid leave.

128. Salary-related allowances expressed in dollar amounts, but not percentages, will be adjusted to reflect salary increases under clause 19.

## EXPENSE-RELATED ALLOWANCES

129. Employees will be entitled to the following expense-related allowances:

Allowance	Payable	Amount
Personal Protective Clothing and Footwear allowance	Payable on a reimbursement basis up to an annual allowance.	The amount payable is provided within the Personal Protective Clothing and Footwear Allowance DI.
Overtime meal allowance	See clause 139 to 140	The amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expenses.
Motor vehicle allowance	See clause 141 to 142	The amount per kilometre as specified by the Australian Taxation Office in Part 2 of Schedule 1 of the <i>Income Assessment Regulations 1997</i> .

### Workplace representative allowance

130. An employee who performs the additional duties of an Emergency Warden, Workplace Harassment Contact Officer or Health and Safety Representative (but not Deputy) shall, subject to completion of a relevant recognised training program, be paid a workplace representative allowance.

### First aid allowance

131. Where an employee, possessing the required qualification and ability, is appointed by the Director as a First Aid Officer to fulfil responsibilities designated by the Work Health and Safety Committee, the employee will be paid a first aid allowance consistent with the employee's first aid responsibilities.

### Community language allowance

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

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

Further information is contained within the Community Language Allowance DI.

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

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

- a) 7.5% of the ordinary hourly rate of pay for each hour restricted Monday to Friday;

- b) 10% of the ordinary hourly rate of pay for each hour restricted Saturday and Sunday; and
  - c) 15% of the ordinary hourly rate of pay for each hour restricted on public holidays.
134. An additional payment of \$49.52 will be paid for each public holiday falling within the period of restriction.
135. Except where the Director considers special circumstances exist, employees at Executive Levels 1 and 2 will not receive a restriction allowance.
136. A restricted employee may be required to work at their usual workplace or at another designated workplace, including their home. The overtime provisions relevant to their employment type within this Agreement will apply if the employee is recalled to duty.
137. Overtime will be paid at the applicable rate, at a minimum of 30 minutes per issue for out-of-hours calls where the restricted employee resolves the matter via the call without the need to attend the workplace and the relevant Section Head considers the issue warrants the payment of overtime.
138. No payment of this allowance will be made to the employee for any period they do not remain contactable or at the required degree of readiness to perform extra duty.

#### **Overtime meal allowance**

139. Where an employee is directed to work overtime over a meal break they will be paid a meal allowance in accordance with ATO rates.
140. Security employees will receive a meal allowance where they are directed to commence overtime at or before 5.30am on days of ordinary duty.

#### **Motor vehicle allowance**

141. Where the Director considers that it will result in greater efficiency or involve less expense, the Director may authorise an employee to use a private motor vehicle for official purposes.
142. Further information is provided within DI 'Use of Private Motor Vehicle for Work Purposes'.

### **REIMBURSEMENTS**

143. Reimbursements will not count as salary for any purpose.

#### **Reimbursements for loss or damage to clothing or personal effects**

144. The Director will reimburse an employee a reasonable amount to repair or replace clothing or personal effects where loss or damage is related to the employee's service with the AWM. The AWM's policies and procedures provide additional details.

#### **Reimbursement for work-related medical and health expenses**

145. The AWM will:
- a) provide for eyesight testing at no more than two yearly intervals, unless symptoms occur which indicate that further testing is necessary, to all employees who, as an integral part of their duties, are required to operate Screen Based Equipment (SBE); and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (e.g. microscopy);
  - b) pay the full cost of the initial eyesight testing. If an employee is referred by the person conducting the test to an ophthalmologist for a condition related to the purpose for which they are being tested, the AWM would also pay for this referral.
146. Bi-annual hazardous chemical exposure testing including hearing will also be supported for employees whose duties involve use of hazardous chemicals or

exposure to noise levels in areas where the recommended limits are exceeded, or where staff operate heavy machinery and the staff member requests testing.

147. The AWM will provide access to annual influenza vaccinations to staff at no cost to employees.
148. Agency staff and contractors are not eligible for reimbursement of medical and health expenses.

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## **PART K TRAVEL**

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### **EXCESS TRAVEL COSTS**

149. The Director may approve the reimbursement to an employee of reasonable additional travel costs incurred by the employee while performing duty temporarily at a place other than the employee's usual place of work.

### **TRAVEL ALLOWANCE**

150. DI (Financial) 'Spending and Managing Memorial Money – Official Travel' provides information on the AWM's policy in relation travel and travel allowance.

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## **PART L RELOCATION**

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151. The Director will determine the extent of any financial assistance to help an employee with relocation to Canberra for engagement in excess of 12 months.

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## **PART M LEAVE**

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### **LEAVE PORTABILITY AND RECOGNITION OF PRIOR SERVICE**

152. Where an employee joins the AWM on an ongoing or non-ongoing basis from an employer staffed under the *Parliamentary Services Act 1999* or from ACT Government Service, the employee's unused accrued Annual leave that has not been paid in lieu will be recognised provided there is no break in continuity of service.
153. Service with organisations where the employee was previously employed under the *Public Service Act 1999*, the *Parliamentary Services Act 1999* or ACT Government Service may be recognised for personal/carers leave purposes if the break in service is not more than two calendar months.
154. Provisions for the recognition of prior service for long service purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

### **DEFERRAL OF LEAVE ACCRUALS**

155. Where an employee takes 30 or more days leave without pay in a calendar year it does not count as service for annual and personal leave purposes.
156. Where an employee takes 30 or more days leave without pay not to count as service during the calendar year, annual and personal leave accruals are to be reduced on a pro-rata basis.

## **CANCELLATION OF LEAVE OR RECALL TO DUTY FROM LEAVE**

157. Where an employee is recalled to duty from a period of annual leave, the employee will be recredited with a period equivalent to the ordinary duty worked during the annual leave.

## **RE-CREDITING PERIODS OF APPROVED LEAVE**

158. An employee who becomes eligible for a period of personal, carers, compassionate or community service leave while on annual or long service leave may apply to have their leave re-credited. Where satisfactory evidence is provided, the employee's annual or long service leave will be re-credited to the extent of the personal, carers, compassionate or community service leave subsequently granted.

## **ACCURAL RATES FOR LEAVE**

159. Accrual rates for annual and personal/carer's leave are based on the employee's ordinary hours.
160. Annual and other leave will be debited at the applicable rate had the employee worked that day.

## **ANNUAL LEAVE**

161. A full time employee is entitled to 20 working days of paid annual leave for each completed year of service.
162. A part-time employee's annual leave entitlement will accrue on a pro-rata basis based on ordinary hours worked.
163. Annual leave accrues progressively.
164. An employee is entitled to take annual leave if:
- a) at least the requested amount of annual leave is accrued ; and
  - b) the leave has been authorised, noting that the Director must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
165. Annual leave may be taken at either full pay or half pay. An employee may seek approval of annual leave subject to operational requirements. Where leave is taken at half pay, leave is deducted at a rate of half of the actual period of leave taken.
166. Employees with at least three months' service who have no annual leave credits may be advanced up to one week of their annual leave credit provided there is an expectation of leave accrual. The maximum advance of leave will be based on the hours that the employee is working at the time of anticipation.
167. Annual leave counts as service for all purposes.

### **Payment for annual leave**

168. During a period of annual leave, employees will be paid at the employee's ordinary hourly rate plus any allowances payable during periods of annual leave.

### **Excess leave and Cash Out**

169. If at any time an employee has more than 40 days of accrued annual leave (or equivalent of two years), the Director may require the employee to take up to 10 days of annual leave. The Director will provide the employee with at least 8 weeks' notice of the requirement to take the annual leave.
170. An employee may elect, in writing, to cash-out excess annual leave credit as at the deeming date of 1 August so long as the cash-out will not result in the employee's accrued entitlement to annual leave being less than 20 days.

171. The cashing out of annual leave is a separate agreement between the employer and employee, and the employee must be paid at the same rate that they would have been paid had they taken the leave.

#### **Payment of annual leave upon termination of employment**

172. Where an employee ceases employment with the APS, the AWM will pay the employee an amount in lieu of any accumulated, but unused, annual leave.
173. Payment of unused annual leave will be calculated using the employee's annual salary including allowances that would have been included in the employee's pay during a period of annual leave.

#### **PURCHASED LEAVE**

174. Employees may apply to purchase up to four weeks additional leave per calendar year.
175. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over the remaining 12 month calendar year. This will commence on the first pay after the application to purchase leave is approved.
176. Applications for purchased leave will be considered having regard to the operational requirements of the AWM. To assist in this consideration, an application for purchased leave should include an indication of the period(s) during which the employee intends to use the purchased leave.
177. Purchased leave counts as service for all purposes.
178. Details of how applications for purchased leave are to be made and will be considered are contained in the AWM's policies and procedures.

#### **LONG SERVICE LEAVE**

179. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
180. The minimum period during which long service leave can be taken is 7 calendar days at full pay or 14 calendar days at half pay.
181. Long service leave cannot be broken by other periods of leave, a weekend or a public holiday, except as otherwise provided for by legislation.
182. Long service leave may be taken at any time subject to operational requirements and the approval of the employee's manager.

#### **PERSONAL/CARER'S LEAVE**

##### **Credits and accrual of personal/carer's leave**

183. Ongoing employees will receive a credit of 18 days personal/carer's leave (or part-time equivalent) on engagement.
184. After the first 12 months of employment, ongoing employees will accrue leave progressively according to the employee's ordinary hours of work. Personal/carer's leave carries over from year to year.
185. Non-ongoing employees are entitled to 18 days personal/carer's leave per annum, which accrues progressively.
186. Paid personal/carer's leave counts as service for all purposes.
187. An employee receiving workers compensation for more than 45 weeks will accrue personal leave on an hours-actually-worked basis.

##### **Grants of personal/carer's leave**

188. Employees must advise their supervisor as soon as possible of their absence or their intention to be absent as specified in the AWM's DI 'Attendance and Leave'.

189. Personal leave may be granted in the following circumstances:
  - a) personal illness or injury including pregnancy-related illness;
  - b) to provide care or support to a member of the employee's immediate family or household because of a personal illness, injury or unexpected emergency affecting the member.
190. Where an employee has exhausted their paid personal/carer's leave entitlement they are entitled to up to 2 days unpaid personal/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 of the member, or an unexpected emergency affecting the member.
191. An employee cannot take unpaid personal/carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

#### **Evidence for Taking Personal/Carer's Leave**

192. An employee is required to provide acceptable evidence to be entitled to paid personal/carer's leave where the employee is absent from work for more than three consecutive work days.
193. Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for a permitted use as described in clause 189. This would generally be a medical certificate. If it is not reasonably practicable to provide a medical certificate, a statutory declaration will be acceptable if it sets out the reason needed to take personal/carer's leave and why it was not reasonably practicable to provide a medical certificate.
194. The Director may also require an employee to provide evidence for personal/carer's leave for a period of 3 days or less where the Director considers it appropriate. If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

#### **Extended absences related to illness or injury**

195. An employee that is, or is likely to be, on an extended absence due to illness or injury should contact their manager as soon as practicable and outline the reason for the absence and expected period of absence.

### **MATERNITY AND PARENTAL LEAVE**

196. Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act) and will have up to twelve weeks paid maternity leave if an employee satisfies the minimum qualifying period or other eligibility requirements of the ML Act.
197. Employees who are eligible for paid maternity leave under the ML Act are entitled to an additional two weeks of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.
198. Employees who adopt or permanently foster a child and who are the primary caregivers for that child, are entitled to up to 52 weeks of parental leave. An employee who has completed at least 12 months continuous service in the APS is entitled to take a maximum of 14 weeks as paid leave, commencing from the time of placement of the child.
199. Employees are entitled to parental leave for adoption or permanent foster care when that child:
  - a) is under 16 years of age;
  - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and



- c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
200. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
201. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum period of twenty eight weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only the first 14 weeks will count as service.
202. On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
203. An employee is unable to access personal leave while on paid maternity leave and may not substitute personal leave for paid maternity, foster parents or adoption leave.
204. An employee is not entitled to take paid personal or compassionate leave while taking unpaid parental leave.
205. Unpaid maternity or parental leave will not count as service for any purpose except for any unpaid leave taken during the first 14 weeks.
206. Maternity and parental leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

#### **SUPPORTING PARTNER LEAVE**

207. Supporting partners (that is, employees who do not otherwise have an entitlement to other paid maternity or parental leave) may access up to a maximum of four weeks paid supporting partner's leave following the birth or adoption of a child, or commencement of a foster care arrangement for a child. Minimum service requirements equivalent to those applying to employees' eligibility for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* apply to the granting of this leave.
208. This leave must be taken during the 12 month period following the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas closedown) falls during a period of leave provided by this clause.
209. Documentary evidence as outlined in clause 200, or a birth certificate following the birth of a child, must be submitted when applying for supporting partner leave.
210. This paid leave will count as service for all purposes.
211. This leave is not available at half pay.

#### **WAR SERVICE SICK LEAVE**

212. Employees with a war-caused or defence-caused injury as prescribed in the relevant legislation are entitled to war service sick leave.
213. Employees who are eligible war veterans will accrue two separate credits:
- a) a special non-accumulative credit of nine weeks war service sick leave on commencement in the APS; and

- b) an annual credit of three weeks war service sick leave for each year of APS service, with first credit on the day of commencement. Unused credits will accumulate subject to a maximum credit balance of nine weeks.
214. War service sick leave counts for service for all purposes.

### **COMPASSIONATE LEAVE**

215. An employee is entitled to three days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
- a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
  - b) dies.
216. The 3 days leave may be taken as a single continuous period, or in separate periods as agreed by the employee and the Director.
217. The employee is entitled to compassionate leave only if the employee gives the Director any evidence that the Director reasonably requires of the illness, injury or death.
218. A casual employee may also access two days of unpaid compassionate leave on each occasion that compassionate leave is required.
219. Compassionate leave will count as service for all purposes.

### **MISCELLANEOUS LEAVE**

220. The Director may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the Director considers to be in the interests of the AWM and having regard to operational requirements.
221. Unless otherwise agreed by the Director, or required by legislation, miscellaneous leave without pay will not count for service.
222. Further information on miscellaneous leave is provided in the AWM's DI 'Attendance and Leave'.

### **DEFENCE RESERVE LEAVE**

223. 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.
224. 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.
225. 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.
226. 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.
227. Employees are not required to pay their tax free ADF Reserve salary to the AWM in any circumstances.
228. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or

instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

229. 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 accrual.
230. Eligible employees may also apply for annual leave, long service leave, leave without pay, or they may use flextime for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
231. 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.

## **PUBLIC HOLIDAYS**

232. An employee is entitled to Public Holidays in accordance with Section 115 of the Fair Work Act.
233. If under a State or Territory law, a day or part day is substituted for one of the public holidays referred to in clause 232, the substituted day or part day is the public holiday.
234. Where the Director and an affected employee agree, another day may be substituted for any public holiday.
235. An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
236. Where a public holiday falls during a period when an employee is absent on leave other than Annual or paid Personal/Carer's leave there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave at half pay, payment is at half pay).

## **UNAUTHORISED ABSENCES**

237. Where an employee is absent from duty without approval, e.g. without the express approval of their supervisor, or not in accordance with this Agreement, the absence will be treated as 'unauthorised absence' and will not count as service for any purpose under this agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the AWM will seek to recover those amounts.
238. Unauthorised absence may be referred to the Director to determine the appropriate action under the Public Service Act.

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## **PART N      MANAGEMENT OF EXCESS EMPLOYEES**

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239. The following redeployment, retirement and redundancy provisions will apply to all employees covered by this Agreement except non-ongoing employees and ongoing employees on probation.
240. An employee is excess if:
  - a) the employee is included in a class of employee/s in the AWM, which class comprises a greater number of employees than is necessary for the efficient and economical working of AWM;

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

### **CONSULTATION PERIOD**

241. Where an excess employee situation is identified, a consultation period of up to one month (or lesser period as agreed) will occur with the employee during which the Director will:
- a) advise the employee(s) directly affected and their representatives of the situation, the reasons and scope;
  - b) discuss the voluntary redundancy and reassignment processes with affected employees;
  - c) take such action as is reasonable to assess the redeployment prospects of potentially excess employees;
  - d) hold discussions with the employee(s) and their representatives; and
  - e) offer the affected employee(s) voluntary redundancy.
242. The Director may, prior to the conclusion of the consultation period, invite an employee to express interest in voluntary redundancy. Should the employee request and receive an earlier termination date that falls within the consultation period, the employee will be entitled to receive payment for the unexpired portion of the consultation period.

### **DECLARING EMPLOYEES TO BE EXCESS TO REQUIREMENTS**

243. The Director will advise relevant employees, in writing, that they are excess. The employee will also receive, in writing, a once-only invitation to elect for voluntary redundancy.
244. The Director will not advise an employee that he or she is excess until the discussions referred to in clause 241 have occurred.

### **CONSIDERATION PERIOD**

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

### **VOLUNTARY REDUNDANCY OFFER**

246. Where an employee has not already received the following information, within the one month consideration period the Payroll Section will assist the employee in gaining information on:
- a) amounts payable as redundancy pay, pay in lieu of notice and accrued annual and long service leave credits;
  - b) taxation rules applying to the various payments; and
  - c) the availability of financial assistance (up to the value of \$300) towards obtaining independent financial advice.

The Payroll Section will also assist with contact information to enable the employee to obtain guidance regarding their superannuation contributions and options.

247. If an employee does not accept the formal offer of voluntary redundancy or express a preference for reassignment during the one month consideration period, the employee will be taken to have a preference to be considered for reassignment and their retention period will commence.

### **ACCELERATED SEPARATION OPTION**

248. Where the Director invites an excess employee to accept voluntary redundancy, the Director may also invite the excess employee to accept an accelerated separation option.
249. This option provides, in addition to the severance benefit, a payment of two weeks' salary in lieu of any further consultation where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary redundancy.

### **PERIOD OF NOTICE**

250. Where the employee agrees to voluntary redundancy, the Director can approve the individual's termination and upon approval will give the Notice of Termination required under section 29 of the Public Service Act. The period of notice will be in accordance with the Fair Work Act.
251. Where an employee is terminated at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period. The amount of the payment includes ordinary wages, anticipated overtime or shift allowances and other allowances the employee would have received if they had continued to work in accordance with their usual arrangements until the end of the notice period.

### **SEVERANCE PAY**

252. An employee who accepts voluntary redundancy, and is therefore subsequently terminated under section 29 of the Public Service Act on the grounds of being excess to the requirements of the AWM, is entitled to the following severance pay (subject to any minimum amount the employee is entitled to under the NES):
- a) two weeks of salary for each completed continuous year of service; and
  - b) a pro rata payment for completed continuous months of service since the last completed year of service.
253. The minimum amount of severance pay is an amount equal to four weeks salary, and the maximum sum payable is an amount equal to 48 weeks salary.
254. Severance pay is calculated on a pro rata basis for any period of service where the employee worked part time, subject to any minimum amount the employee is entitled to under the NES.
255. Salary for severance pay purposes will include:
- a) the employee's full time annual salary adjusted on a pro rata basis for periods of part time service; or
  - b) the full time annual salary of a higher position, adjusted on a pro rata basis for periods of part time service, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination under section 29 of the Public Service Act;
  - c) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding

being given notice of termination. A weekly average of penalties due over the 12 months will be included in the salary for severance pay purposes; and

- d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## SERVICE FOR SEVERANCE PAY PURPOSES

256. Service for severance pay purposes means:

- a) service in an APS Agency;
- b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d) service with the Australian Defence Forces;
- e) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not been previously recognised for severance pay purposes;
- f) service in another organisation where the employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

257. For earlier periods of service to count, there must be no breaks between the periods of service except where:

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS under the repealed section 49 of the *Public Service Act 1922*.

## RETENTION PERIOD

258. If an excess employee cannot be redeployed and has been offered and has declined voluntary redundancy, the Director may involuntarily terminate the employment of the excess employee during or at the end of a retention period.

259. The employment of an excess employee will not be involuntarily terminated until the following retention periods have elapsed:

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

260. If an employee is entitled to a redundancy payment under the NES, their retention period is reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

261. If the employee has elected not to accept voluntary redundancy and a retention period applies, at the end of the retention period no severance benefits are payable.

262. The intention of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment.
263. The retention period will commence one month after the day on which the Director invites the employee to elect to be voluntary retrenched.
264. During the retention period the Director:
- a) will continue to assist the employee to find alternative employment, including at the same classification level;
  - b) will consider AWM excess employees in isolation from and not in competition with other employees for advertised vacancies at the same or a lower classification level; and
  - c) after taking the above steps, may, if the employee has not been found alternative employment, with one month's notice, reduce the excess employee's classification level as a means of securing alternative employment for the excess individual. Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period. Their previous level will include the annual salary of a higher position, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in annual salary level, provided the employee would have continued to act but for the excess employees situation. Their previous level will also include allowances or loadings in the nature of annual salary that are paid during periods of leave and on a regular basis.
265. During the retention period the employee:
- a) will take reasonable steps to find alternative employment; and
  - b) will actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
266. The retention period, or notice period relating to the reduction in classification of an excess employee, or notice of involuntary termination will be extended by any continuous periods of over one week of certificated personal leave for illness or injury during these periods.
267. The excess employee may be provided with assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
268. Where the Director believes there is insufficient productive work available for an employee during the retention period, and there are no reasonable redeployment prospects for the employee, the Director may, with the agreement of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999* and pay the balance of the retention period as a lump sum. This lump sum will comprise:
- a) the balance of the retention period (as shortened by the amount the employee is entitled to under the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - b) an additional redundancy payment equal to the amount the retention period was shortened by above (i.e. the NES component).
269. The employment of an excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary redundancy or have elected for voluntary redundancy but the Director refuses to approve it.
270. An excess employee will be given four weeks' notice (or five weeks for an employee over 45 years of age with at least five years of continuous service) of the involuntary

termination of their employment. The notice period will as far as practicable run concurrently with the retention period.

271. In deciding whether to terminate an excess employee, the Direction will take account of any re-assignment process that may be in progress.

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## **PART O CONSULTATION, CO-OPERATION AND HEALTHY WORKING ENVIRONMENT**

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### **WORKING FLEXIBLY**

272. The parties agree to the following flexible working arrangements:

#### **Participation in Collection Maintenance and broader Memorial programs**

- a) Where it is operationally possible for work areas to release interested employees during regular work hours to participate in broader Memorial programs, including Collection Maintenance or the Last Post Ceremony, the hours involved will be counted as regular work hours. No TOIL will accrue.

#### **Major events outside of normal working hours**

- b) In recognition of the special needs for major events held outside of normal hours employees may, at their discretion, work additional hours to cover these events and will be entitled to receive TOIL at the appropriate rate for their level, to be taken by the employee at a time convenient to both the employee and the work area but must be taken within a year of accrual.

### **WORKPLACE SUPPORT**

#### **Support for financial counselling**

273. The Director will provide a maximum of \$300 for financial counselling sought by the employee within the 12 month period prior to their retirement.

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

274. Section Heads may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:

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

#### **Employee assistance program (EAP)**

275. The Director will provide access to an Employee Assistance Program.

#### **Health & lifestyle**

276. The Director will provide employees with access to specialist critical incident stress debriefing as required.

### **CONSULTATION – GENERAL**

277. The Director is committed to communicating and consulting with employees and, where they choose, their representatives, on matters concerning the implementation and operation of this agreement. Please refer to Clause 294 for additional information about the Workplace Relations Committee consultation process.

### **CONSULTATION - CHANGE**

278. This term applies if the AWM:



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

### **Major Change**

279. For a major change referred to in clause 278(a):
  - a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - b) clauses 280 to 286 apply.
280. The relevant employees may appoint a representative for the purposes of the procedures in this term.
281. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise the Director of the identity of the representative, the Director must recognise the representative.
282. As soon as practicable after making its decision, but before implementation of the major change, the AWM must:
  - a) discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures the Director 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:
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
283. However, the Director is not required to disclose confidential or commercially sensitive information to the relevant employees.
284. The Director must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
285. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 279(a), 280 and 282 are taken not to apply.
286. 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 AWM's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.

### **Change to Regular Roster or Ordinary Hours of Work**

287. For a major change referred to in Clause 278(b):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - b) clauses 288 to 292 apply.
288. The relevant employees may appoint a representative for the purposes of the procedures in this term.
289. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise the Director of the identity of the representative, the Director must recognise the representative.
290. As soon as practicable after proposing to introduce the change, the AWM must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion - provide, in writing, to the relevant employees:
    - all relevant information about the change including the nature of the change; and
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - 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).
291. However, the Director is not required to disclose confidential or commercially sensitive information to the relevant employees.
292. The Director must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
293. In this term 'relevant employees' means the employees who may be affected by the major change referred to in Clause 278.

### **WORKPLACE RELATIONS COMMITTEE (WRC)**

294. To provide AWM management with effective input from employees, the AWM will establish a Workplace Relations Committee (WRC). Without limiting its freedom to make business decisions, the AWM will consult with the WRC about employment and workplace relations matters including matters associated with the implementation and operation of this agreement.
295. The WRC will be governed by a Terms of Reference. Any changes to the WRC Terms of Reference will be subject to consultation and agreement with WRC representatives. Further information is available in the DI 'Workplace Relations – Consultation Policy'.

### **REPRESENTATION**

296. Consistent with the *Fair Work Act 2009* all AWM employees are guaranteed freedom of association and are entitled to be represented by a person of their choice in discussions associated with workplace issues.
297. In any matter arising under this Agreement an employee may choose any person to support or represent them and the AWM and that person will deal with each other in good faith.

298. The AWM 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 representative, to represent them in their industrial interests. The AWM and employee representatives will deal with each other in good faith.

The role of employee representatives, including union and non-union employee representatives, is to be respected and facilitated.

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

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<b>Classification</b>	<b>Pay Point</b>	<b>On Commencement (3%)</b>	<b>12 months after Commencement (2%)</b>	<b>18 months after Commencement (1%)</b>
<b>APS Level 1</b>	1.1	42,503	43,353	43,787
	1.2	43,388	44,255	44,698
	1.3	46,971	47,911	48,390
<b>APS Level 2</b>	2.1	49,164	50,147	50,649
	2.2	49,981	50,980	51,490
	2.3	53,332	54,399	54,943
<b>APS Level 3</b>	3.1	54,487	55,577	56,133
	3.2	55,327	56,434	56,998
	3.3	59,127	60,310	60,913
<b>APS Level 4</b>	4.1	60,970	62,189	62,811
	4.2	62,147	63,390	64,024
	4.3	66,292	67,618	68,294
<b>APS Level 5</b>	5.1	67,423	68,771	69,459
	5.2	72,211	73,655	74,392
<b>APS Level 6</b>	6.1	75,514	77,025	77,795
	6.2	78,058	79,619	80,415
	6.3	84,491	86,181	87,043
<b>Executive Level 1</b>	EL 1.1	96,133	98,055	99,036
	EL 1.2	103,890	105,967	107,027
<b>Executive Level 2</b>	EL 2.1	125,364	127,871	129,150
<b>Barrier - Section Head</b>	EL 2.2	129,655	132,248	133,571
	EL 2.3	134,549	137,240	138,612
	EL 2.4	139,849	142,646	144,072

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

Classification		AWM Broadband	Pay Point	On Commencement (3%)	12 months after Commencement (2%)	18 months after Commencement (1%)	
<b>Base Broadband</b>	APS1	Base entry. Progression beyond a barrier to the APS Level 2 will be subject to there being appropriate work available at that level and satisfactory performance reflected in the employee's Performance Development Plan (PDP).	1	42,503	43,353	43,787	
			2	43,388	44,255	44,698	
			3	46,971	47,911	48,390	
Barrier	APS2		4	49,164	50,147	50,649	
			5	49,981	50,980	51,490	
			6	53,332	54,399	54,943	
<b>AWM Broadband 1</b>	APS2	Applies to technical and trade related roles where completion of a trade level certificate would be required and post-trade qualifications and/or substantial work experience are desirable for advancement beyond the fourth point.	1	49,164	50,147	50,649	
			2	53,332	54,399	54,943	
	APS3		3	54,487	55,577	56,133	
			4	59,127	60,310	60,913	
Barrier	APS4		5	60,970	62,189	62,811	
			6	62,147	63,390	64,024	
<b>AWM Broadband 2</b>	APS4	Applies to the management of tradespersons engaged in the Workshop. Progression beyond the third pay point requires the employee to have significant input to management of the Workshop. Completion of a trade certificate would be required and post-trade qualifications and/or substantial work experience are desirable for advancement beyond the third point.	1	66,292	67,618	68,294	
			APS5	2	67,423	68,771	69,459
	3			72,211	73,655	74,392	
Barrier	APS6		4	75,514	77,025	77,795	
			5	84,491	86,181	87,043	
<b>AWM Broadband 3</b>	APS4		Applies to employees engaged to assist in professional functions of the Memorial. A barrier at the third point provides for advancement of persons with relevant qualifications and/or substantial work experience.	1	60,970	62,189	62,811
		2		62,147	63,390	64,024	
	Barrier	APS5		3	67,423	68,771	69,459
				4	72,211	73,655	74,392
<b>AWM Broadband 4</b>	APS4	Applies to qualified employees engaged to assist in public affairs functions of the Memorial. A barrier at the third point provides for advancement of persons with relevant qualifications and/or substantial work experience.		1	66,292	67,618	68,294
				2	67,423	68,771	69,459
	Barrier		APS5	3	72,211	73,655	74,392

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

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### Employment at lower than specified annual salary levels

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

### Definitions

2. In this Attachment, the following definitions will apply:
  - 'Supported wage system' means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability.
  - 'Accredited assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments for an individual's productive capacity within the Supported Wage System.
  - 'Disability support pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
  - 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### Eligibility criteria

3. Subject to the following two paragraphs, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work value level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
4. The provisions in the Attachment do not apply to:
  - a) any existing employee who has a claim against the Commonwealth which is subject to the provisions of workers' compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or

an employee in respect of whom funding has been provided under the *Disability Services Act 1986* for the dual role of service provider and sheltered employer.

### Supported annual salary rates

5. Employees to whom the provisions in the Appendix apply will be paid the applicable percentage of the relevant Annual Salary rate prescribed below for the work value they are performing as follows, provided that the amount payable will not be less than \$82 per week.

### Supported Annual Salary rates percentages

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

#### Assessment of capacity

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

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

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

#### Lodgement of assessment

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

#### Review of assessment

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

#### Other terms and conditions of employment

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

#### Workplace adjustment

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

**Trial period**

11. In order for an adequate assessment of the employee's capacity to be made the Memorial may employ a person under the provisions of this Attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
12. During the trial period the assessment of capacity will be undertaken and the proposed Annual Salary rate for a continuing employment relationship will be determined.
13. The amount payable to the employee during the trial period shall be no less than \$82 per week.
14. Work trials should include induction or training as appropriate to the job being trialled.
15. Where the employee and the Director wish to establish a continuing employment relationship following the completion of the trial period, further employment arrangements will be based on the assessment outcome.



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### APPENDIX 3 – FORMULA TO CALCULATE SHIFT ALLOWANCE

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

Number of working hours per annum:

36.75 hours per week = 1918.35 hours per annum, and

38 hours per week = 1983.6 hours per annum.

- (A) **Averaged shift penalties**  

$$\frac{\text{Hours in roster on penalties} \times \text{penalty rate}}{\text{Working hours in roster}} \times 100$$
- PLUS
- (B) **Penalties @ 50% payable during periods of annual leave (including additional leave in lieu of Sundays)**  

$$\frac{\text{Hours of annual leave}}{\text{Working hours per annum}} \times (\text{A}) \times 50\% \times 100$$
- LESS
- (C) **Averaged shift penalties not payable during annual leave (including additional leave in lieu of Sundays)**  

$$\frac{\text{Hours of annual leave}}{\text{Working hours per annum}} \times (\text{A}) \times 100$$
- LESS
- (D) **Averaged shift penalties during Public Holidays**  
 formula to calculate hours of public holidays worked:  
*(Hours worked during roster) X (number of public holidays per annum) ÷ (days within roster in which shifts may be worked)*  

$$\frac{\text{Hours of public holidays}}{\text{Working hours per annum}} \times (\text{A}) \times 100$$
- PLUS
- (E) **150% payment for public holidays worked (where public holidays not observed)**  

$$\frac{\text{Hours of public holidays}}{\text{Working hours per annum}} \times 150\% \times 100$$
- PLUS
- (F) **Payment in lieu for days rostered off duty on public holidays @ single time (where public holidays are not observed)**  
 formula to calculate hours of public holidays not worked  
*(Hours worked in roster) ÷ (number of shifts worked by a shift worker in a roster) X (number of public holidays per annum) - (hours of public holidays worked).*  

$$\frac{\text{Hours of public holidays not worked}}{\text{Working hours per annum}} \times 100$$
- PLUS - optional inclusion
- (G) **Payment in lieu of additional annual leave for working Sundays**  

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

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## APPENDIX 4 – DEFINITIONS

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For the purposes of this Agreement the following definitions apply:

“**Agreement**” means this document, as approved by the FWC;

“**Annual salary**” means the annual salary as set out in the classification and pay point level specified in Appendix 1 to this Agreement;

“**APS**” means the Australian Public Service;

“**AWM**” means the Australian War Memorial;

“**Casual employee**” means a person engaged by the Director under the Public Service Act on an irregular or intermittent basis;

“**Child of a person**” has the same meaning as described in section 17 of the Fair Work Act;

“**DI**” means Director’s Instruction (AWM policy);

“**Director**” means the Director of the AWM;

“**Employee**” means an employee engaged by the Director under the Public Service Act whether on a full time, part time or irregular/intermittent basis, and whether as an ongoing or non-ongoing employee;

“**Fair Work Act**” means the *Fair Work Act 2009* (Cth);

“**FWC**” means the Fair Work Commission;

“**Immediate family**” means a spouse or former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner. Reference to ‘de facto partner’ means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether same sex or different sexes, and includes a former de facto partner of the employee). (Section 12 of the Fair Work Act);

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

“**Public Service Act**” means the *Public Service Act 1999*;

“**Section Head**” means the person authorised by the Director pursuant to clause 5 of this Agreement to perform specific powers or functions under this Agreement related to the management of employee/s.

“**Shift worker**” means an employee who is required to work on a shift roster in accordance with Part H of this Agreement.



UNDERTAKING FOR ATTACHMENT TO  
AUSTRALIAN WAR MEMORIAL TEAMWORK AGREEMENT 2017-2020

Shiftworkers

- The standard hours of duty for shiftworkers are specified at clause 108.
- None of the Memorial's shiftworkers are required to work a night shift.
- A nightshift is defined in accordance with clause 14.2 of the Australian Public Service Enterprise Award 2015 as hours worked between 6.00pm and 6.30am.

Overtime for Workshop employees

- Workshop employees receive overtime in accordance with the rules for employees who are not shiftworkers – that is, in accordance with the rates specified at clause 97 of the Agreement.

A handwritten signature in black ink, appearing to read "Brendan Nelson".

Dr Brendan Nelson  
Director  
Australian War Memorial

21 June 2017

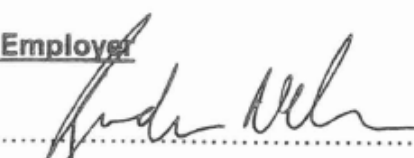



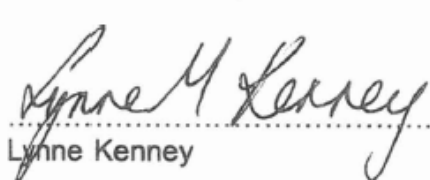

***Here is their spirit in the heart of the land they loved; and here we guard the record which they themselves made.*** C.E.W. Bean


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**FORMAL ACCEPTANCE OF THE AGREEMENT**

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

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

<u>Employer</u>  ..... Director of the Australian War Memorial	Date <u>29.5.17</u> .....
<u>Bargaining representatives</u>  ..... Beth Vincent-Pietsch CPSU Deputy National Secretary	Date <u>26.5.17</u> .....
 ..... Jason O'Mara Assistant Secretary CFMEU ACT Branch	Date <u>29.05.2017</u> .....
 ..... Mark Fowler	Date <u>30.5.2017</u> .....
 ..... Lynne Kenney	Date <u>30.5.2017</u> .....
 ..... Emma Campbell	Date <u>2.6.2017</u> .....



.....  
Greg Kimball

Date

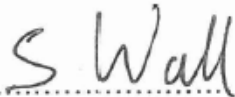
30 / 5 / 17 .....



.....  
David Williams

Date

31 / 5 / 2017 .....



.....  
Steven Wall

Date

31 / 5 / 2017 .....

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