



AWM TEAMWORK AGREEMENT

2024 - 2027

Note – this agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy can be found at the end of the agreement.

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Section 1: Technical matters

Title

1. This agreement will be known as the Australian War Memorial Teamwork Agreement 2024-2027

Parties to the agreement

2. This agreement covers:
 - a. the Director of the Australian War Memorial, for and on behalf of the Commonwealth of Australia as the employer; and
 - b. all employees in the Australian War Memorial (the Memorial) employed under the PS Act other than Senior Executive Service employees or equivalent.
3. Subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - a. the Community and Public Sector Union (CPSU); and
 - b. Professionals Australia.

Operation of the agreement

4. This agreement will commence operation seven days after approval by the Fair Work Commission.
5. This agreement will nominally expire on 28 February 2027.

Delegations

6. The Director may delegate to or authorise any person to perform any or all of the Director's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

National Employment Standards (NES) precedence

7. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the Memorial in any respect when compared with the NES.

Closed comprehensive agreement

8. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

9. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

11. The Memorial and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 11.1 the agreement deals with one or more of the following matters:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. remuneration; and
 - f. leave and leave loading; and
 - 11.2 the arrangement meets the genuine needs of the Memorial and employee in relation to one or more of the matters mentioned in clause 11.1 and
 - 11.3 the arrangement is genuinely agreed to by the Memorial and employee.
12. The Memorial must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act;
 - b. are not unlawful terms under section 194 of the FW Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
13. The Memorial must ensure that the individual flexibility arrangement:
 - 13.1 is in writing;
 - 13.2 includes the name of the Memorial and employee;
 - 13.3 is signed by the Memorial and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 13.4 includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement;
 - b. how the arrangement will vary the effect of the terms;
 - c. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d. states the day on which the arrangement commences.
14. The Memorial must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
15. The Memorial or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the Memorial and employee agree in writing – at any time.

16. The Memorial and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

17. The following definitions apply to this agreement:

APS agency means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

Agency Head means the Director of the Australian War Memorial (the Memorial) or the Director's delegate.

Agreement means the Australian War Memorial Teamwork Agreement.

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Director to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

Child means a biological child, adopted child, foster child, stepchild, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B (2) of the FW Act.

Full-time employee means an employee whose ordinary hours are 36 hours and 45 minutes per week in accordance with this agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

Memorial means the Australian War Memorial.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee whose ordinary hours are less than the Memorial's standard working hours: 36 hours and 45 minutes per week in accordance with this agreement.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care

responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

PS Act means the *Public Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

Shiftworker means an employee who is required to work on a shift roster in accordance with clause 170 of this agreement.

Usual location of work

18. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Director may specify a designated office location by advising the employee in writing.
19. The Memorial and employee may agree to vary the employee's designated office location on a temporary or permanent basis. .

Section 2: Remuneration

Salary

20. Salary rates will be as set out in Attachment A – Base Salaries of this agreement.
21. The base salary rates in Attachment A – Base salaries include the following increases:
 - a. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);
and
 - c. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
22. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

23. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Salary setting

24. Where an employee is engaged, moves to or is promoted in the Memorial, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director determines a higher salary within the relevant salary range under these provisions.
25. The Director may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
26. In determining a salary under these provisions, the Director will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
27. Where an employee commences ongoing employment in the Memorial immediately following a period of non-ongoing employment in the Memorial, the Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Memorial.
28. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the Memorial, the Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Memorial.

29. Where an APS employee moves to the Memorial at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. Where the Director determines that an employee's salary has been incorrectly set, the Director may determine the correct salary and the date of effect.

Incremental advancement

31. An employee who is not at the highest pay point for their classification will advance to the next pay point if they have:
 - a. been at their current pay point for 12 months, with at least 6 months eligible service;
 - b. participated in the performance assessment process for the preceding year; and
 - c. have been assessed as 'on track' as part of the performance assessment process.
32. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis
33. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
34. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
35. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
36. Casual employees will not be eligible for incremental advancement.
37. The Executive Level 2 classification will retain a barrier as indicated in Attachment A. Progression beyond this barrier will be limited to Executive Level 2 employees who are designated as a Section Head.

Salary on reduction

38. Where an employee requests or agrees in writing to perform work at a lower classification level, their increment point within the lower level salary range will be determined in a manner that recognises the employee's increment progression at their current classification level.
39. 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 clauses 31 and 32 this would normally be at the top of the salary range of the lower classification level.

Superannuation

40. The Memorial will make compulsory employer contributions as required by the applicable legislation and fund requirements.
41. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
42. The Memorial will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Memorial's payroll system.

Method for calculating superannuation salary

43. The Memorial will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
44. Employer contributions will be made for all employees covered by this agreement.
45. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
46. Employer contributions will be made on periods of unpaid parental leave at the employee's nominal base salary.

Flexible salary packaging

47. The Memorial will offer flexible salary packaging to all ongoing employees and non-ongoing employees whose current period of engagement is over 12 months.
48. 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.
49. The working arrangements of the flexible salary packaging arrangement are set out in the Memorial policy and procedures that may be amended from time to time. The Memorial will bear the costs of administering this part of the flexible salary packaging arrangements.

Overpayments

50. An overpayment occurs if the Memorial provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
51. Where the Memorial considers that an overpayment has occurred, the Director will provide the employee with notice in writing. The notice will provide details of the overpayment.
52. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director in writing within 28 calendar days of receiving the

notice. In this event, no further action will be taken until the employee's response has been reviewed.

53. If after considering the employee's response (if any), the Director confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Memorial in full by the employee.
54. The Director and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
55. The Memorial and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
56. Interest will not be charged on overpayments.
57. Nothing in clauses 50 to 56 prevents:
 - a. the Memorial from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. the Memorial from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or the Memorial from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Section 3: Allowances and reimbursements

Higher duties allowance

58. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
59. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director.
60. 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.
61. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
62. Where an employee is assigned only part of the higher duties, the Director will determine the amount of allowance payable.
63. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
64. The Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.
65. 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.
66. 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 Memorial's policies and procedures.

Workplace responsibility allowances

67. A workplace responsibility allowance is a salary related allowance that will be paid where the Memorial has appointed or elected an employee to one of the following roles and they have completed a relevant recognised training program if required:

Allowance	Role /Rate	Payment Frequency	Allowance (\$) from commencement of the agreement	Allowance (\$) from 13 March 25	Allowance (\$) from 12 March 26
Workplace Representative Allowance	Work Health and Safety Officer	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	Workplace Harassment Contact Officer	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	Emergency Warden	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	First Aid Level A	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	First Aid Level B	Fortnightly	\$35.84 p.f.	\$37.20 p.f.	\$38.47p.f.
Workplace Representative Allowance	First Aid Level C	Fortnightly	\$44.82 p.f.	\$46.52 p.f.	\$48.10p.f.
Workplace Representative Allowance	Disability Contact Officer	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	Radiation Officer	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.
Workplace Representative Allowance	Mental Health First Aid Officer	Fortnightly	\$30.51 p.f.	\$31.67 p.f.	\$32.75 p.f.

68. A Memorial employee shall receive more than one workplace responsibility allowance depending upon operational requirements.
69. As a salary-related allowance, the values will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
70. The full allowance is payable regardless of flexible work and part-time arrangements.
71. Unless otherwise specified, salary-related allowances will be payable during periods of paid leave. Salary-related allowances will not be paid during periods of extended leave as another officer would need to be appointed to the Workplace Responsibility role.
72. An employee's physical availability to undertake the role will be considered by the Memorial when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, and Health and Safety Representatives depending on work group arrangements.
73. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in

work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

74. Personal Protective Clothing and Footwear will be provided in accordance with Memorial policy.

Community language allowance

75. A community language allowance will be paid where the Director determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Director. Further information is included in the Community Language Allowance Policy.

76. The allowance is paid in accordance with the employee's level of competency:

a. Rate 1: An employee who has adequate language skills, as determined by an individual or body approved by the Director, for simple communication. Rate 1 annual allowances are:

- a) From commencement of the agreement: \$1435
- b) From 13 March 2025: \$1490
- c) From 12 March 2026: \$1541

b. Rate 2: an employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Director. Rate 2 annual allowances are:

- a) From commencement of the agreement: \$2870
- b) From 13 March 2025: \$2979
- c) From 12 March 2026: \$3080

77. The full allowance is payable regardless of flexible work and part-time arrangements.

78. The allowance is payable during periods of paid leave.

79. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Disability allowance

80. Disability allowance will be paid where an employee performs carpentry duties in the Memorial workshop.

81. The allowance is paid fortnightly. Fortnightly payment amounts are:

- From commencement of the agreement: \$52.05 p.f.
- From 13 March 2025: \$54.03 p.f.
- From 12 March 2026: \$55.86 p.f.

82. The full allowance is payable regardless of flexible work and part-time arrangements.

83. The allowance is payable during periods of paid leave.

84. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Tool allowances

85. Tool allowance will be paid where an employee performs carpentry duties in the Memorial workshop who provides their own basic toolkits.

86. The allowance is paid fortnightly. Fortnightly payment amounts are:

- From commencement of the agreement: \$104.13 p.f.
- From 13 March 2025: \$108.09 p.f.
- From 12 March 2026: \$111.76 p.f.

87. The full allowance is payable regardless of flexible work and part-time arrangements.

88. The allowance is payable during periods of paid leave.

89. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Restriction allowance

90. Restriction allowance will be paid when an employee is required to remain contactable out of hours. The details of restriction allowance are provided at clauses 159 to 164.

Expense related allowances

91. Expense related allowances are either adjusted annually by the Memorial to reflect CPI changes, or paid in accordance with relevant ATO rates.

Overtime meal allowance

92. Where an employee is directed to work overtime they will be paid a meal allowance in accordance with ATO rates.

93. The meal allowance is payable when an employee performs overtime which extends into the meal period by at least 30 minutes, during the following meal periods:

- a. 07.00 to 08.00
- b. 12.00 to 14.00
- c. 19.00 to 20.00
- d. 24.00 to 01.00

94. 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

95. 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.

96. Further information is provided within the Memorial's policy and procedures regarding 'Use of Private Motor Vehicle for Work Purposes'.

Reimbursements

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

Reimbursements for loss or damage to clothing or personal effects

98. 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 Memorial. The Memorial's policies and procedures provide additional details.

Reimbursement for work-related medical and health expenses

99. The Memorial 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 Memorial would also pay for this referral.
100. 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.

Section 4: Classifications and broadbands

Work level standards

101. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.
102. The Memorial may use appropriate local 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.

Broadbands

103. The Memorial has 5 broadbands: These are detailed at Attachment B.
104. The Memorial may consider introducing additional broadbands during the life of this agreement, and will incorporate any new broadbands into the agreement during the next round of bargaining.
105. Movement of a Memorial employee between one work level and a higher level within the same broadband, through the following provisions, is an advancement.
106. Advancement of eligible employee from one work level within a broadband to a higher work level within the same broadband is subject to:
 - a. the availability of sufficient ongoing work at the higher work level;
 - b. the employee gaining the necessary skills and proficiency to perform the more complex work
107. Advancement within a broadband is based on an assessment of the employee's work-related qualities. Attainment points or other barriers are incorporated within the broadbands requiring some form of assessment to determine an employee's ability to progress to the higher work value.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

108. The APS is a career-based public service. In its engagement decisions, the Memorial recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

109. The Memorial will report to the Workplace Relations Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Memorial.

Pathways to permanency

110. The Memorial and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Memorial recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

111. A casual (irregular or intermittent) employee is defined in the definitions section.

112. A decision to expand the use of casual employees is subject to clauses 425 to 445 of this agreement.

113. The Memorial will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the Workplace Relations Committee.

114. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

115. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

116. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

117. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

118. A non-ongoing employee is defined in the definitions section.

119. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual at clause 257;
 - b. redundancy provisions at clauses 478 to 510, subject to clause 120; and
120. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 478 to 510 will apply.
121. If the redundancy provisions apply to an employee under clause 120 the agency must adhere to the consultation requirements at clauses 425 to 445, and where applicable, to clauses 480 and 481.

Working hours

Full time employees

122. Full-time employees (excluding those on a roster or workshop employees) will work 73 hours and 30 minutes per fortnight (36 hours 45 minutes per week) as their standard hours of duty.
123. The ordinary hours of duty for a full-time employee are Monday to Friday from 8.30am to 12.30pm and 1.30pm to 4.51pm.
124. The span of hours during which employees may work normal hours (excluding those on a roster or workshop employees) is 7am to 7pm Monday to Friday. Employees are to agree their normal pattern of attendance with their supervisor. If agreement cannot be reached, standard hours will apply.
125. Employees must not work more than five hours without a minimum half hour meal break.

Part time employees

126. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
127. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
128. A part-time employee is an employee whose ordinary hours are less than 73 hours and 30 minutes per fortnight (36 hours and 45 minutes per week).
129. 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 and workplace responsibility allowances which are otherwise provided for by this agreement or legislation.
130. The ordinary hours of duty for a part-time employee are those agreed within their letter of offer as a part-time employee, or within their part-time agreement.
131. The span of hours during which part-time employees may work normal hours (excluding those on a roster or workshop employees) is 7am to 7pm Monday to Friday.
132. Part-time employees must not work more than five hours without a minimum half hour meal break.

133. 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.
134. The Memorial 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.

Flex for APS 1-6 classifications

135. Flextime is available to employees at APS levels 1 to 6 only.
136. Hours are to be recorded on electronic flex sheets within Aurion in accordance with the Memorial's Attendance and Leave Policy and Procedures. These flex sheets must be available for internal and external audit purposes.
137. 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 the Memorial's Attendance and Leave Policy and Procedures for further information.
138. An employee will not accrue flextime in respect of any overtime hours worked.

Executive Level Time Off in Lieu (EL TOIL)

139. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
140. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Memorial.
141. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
142. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
143. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
144. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
145. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime and restriction

146. Clauses 147 to 158 do not apply to shift workers or Executive Level employees.

147. 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.
148. Directions to perform overtime require Section Head approval.
149. 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 124;
 - b. on a public holiday; or
 - c. in excess of 10 hours on any one day.
150. 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 124 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.
151. 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.
152. 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.
153. 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 – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public Holiday or additional holiday – all day	250%

154. 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 the table at clause 67 for further information.
155. A meal allowance will be payable to employees performing overtime subject to clauses 92 to 94.
156. 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 a minimum overtime payment of 4 hours.
157. 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 two hours at the double time rate (including travel time). 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.

158. 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 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 Memorial's Attendance and Leave Policy and Procedures.

Restriction allowance – outside of hours (general)

159. 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 follows:

- 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.

160. An additional payment of \$57.99 will be paid for each public holiday falling within the period of restriction. See the table at clause 67 for further information.

161. Except where the Director considers special circumstances exist, employees at Executive Levels 1 and 2 will not receive a restriction allowance

162. 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.

163. Overtime will be paid at the applicable rate, at a minimum of 1 hour 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.

164. 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.

Workshop employees

165. 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.

166. Working these hours employees will achieve two accumulated days off each four week settlement period.

167. 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.

168. Employees may vary their starting and finishing time within the period 7am to 7pm, and the day taken as an accumulated day off by prior arrangement with their supervisor.

169. Workshop employees receive overtime in accordance with the rules for employees who are not shiftworkers – that is, in accordance with the rates specified in clause 153 of the Agreement.

Shift work

General

170. Where necessary as a means of meeting operational requirements, the Memorial may introduce shift work or a new shift roster or cycle of shifts following consultation with affected employees in accordance with clauses 425 to 445.

171. 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

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

Ordinary hours worked	Percentage of ordinary hourly rate of pay
Monday to Friday	100%
Saturday – all day	150%
Sunday – all day	200%
Public holiday or additional holiday – all day	250%

173. 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.

174. Subject to operational requirements, shift workers may accrue TOIL.

Shift ordinary hours and breaks

175. Shift workers will have the following standard ordinary hours of duty:

- a. Security employees: 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 7am to 5.30pm with an hour unpaid meal break.
- b. Audio Visual employees: 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.
- c. Visitor Services Officers: 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.

- d. None of the Memorial’s shiftworkers are required to work a night shift. A nightshift is defined in accordance with the Australian Public Service Enterprise Award 2015 as hours worked between 6pm and 6.30am.

Leave arrangements

176. 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.
177. 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.
178. 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. 36 hours and 45 minutes for Visitor Services Officers and Audio Visual employees.
- with the above maximums being pro-rated for part-time employees.
179. A rostered employee who is paid shift allowance will be paid shift allowance during periods of annual and personal/carer’s leave. This clause will apply for the life of this current agreement.
180. Shift allowance is not payable during any period of leave other than annual and personal/carer’s leave.
181. 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

182. 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.
183. Payment for overtime worked by shift workers will be made at the following rates as a percentage of their ordinary hourly rate of pay:

Ordinary hours worked	Percentage of ordinary hourly rate of pay
Monday to Friday – first 3 hours	150%
Monday to Friday – after 3 hours	200%
Saturday and Sunday – all day	200%
Public holiday or additional holiday – all day	250%

184. 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 a minimum overtime payment of 4 hours.
185. 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 two hours at the double time rate (including travel time). 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.
186. 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 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 Memorial's Attendance and Leave Policy and Procedures.

Shift allowance

187. 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 Attachment C.
188. Shift allowance will be considered to be salary for superannuation purposes in accordance with the relevant superannuation legislation.

Flexible working arrangements

189. The Memorial, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in the Memorial, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
190. The Memorial is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the organisation at all levels. This may include developing and implementing strategies through the Workplace Relations Committee.
191. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

192. The following provisions do not diminish an employee's entitlement under the NES.

193. An employee may make a request for a formal flexible working arrangement.

194. The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

195. The Director must provide a written response to a request within 21 days of receiving the request.

196. The response must:

196.1 state that the Director approves the request and provide the relevant detail in clause 197; or

196.2 if following discussion between the Memorial and the employee, the Memorial and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

196.3 state that the Director refuses the request and include the following matters:

- a. details of the reasons for the refusal; and
- b. set out the Memorial's particular business grounds for refusing the request, explain how those grounds apply to the request; and either:
 - i. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Memorial would be willing to make; or
 - ii. state that there are no such changes; and
 - iii. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

197. Where the Director approves the request this will form an arrangement between the Memorial and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 201); and
- c. the cost of establishment (if any).

198. The Director may refuse to approve the request only if:

- a. the Memorial has discussed the request with the employee; and

- b. the Memorial has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- c. the Memorial and the employee have not reached such an agreement; and
- d. the Memorial has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

199. Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the Memorial;
- b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

200. For First Nations employees, the Memorial must consider connection to country and cultural obligations in responding to requests for altering the location of work.

201. Approved flexible working arrangements will be reviewed by the Memorial and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

202. An employee may request to vary an approved flexible working arrangement in accordance with clause 194. An employee may request to pause or terminate an approved flexible working arrangement.

203. The Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 205.

204. The Memorial must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

205. Prior to the Director varying, pausing or terminating the arrangement under clause 203 the Memorial must have:

- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

- b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- c. had regard to the consequences of the variation, pause or termination for the employee;
- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 196.3.

Working from home

206. The Memorial will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits. Further information is contained within the Memorial's Flexible Working Arrangements Policy.
207. The Memorial may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
208. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
209. The Memorial will provide employees with guidance on working from home safely.
210. Employees will not be required by the Memorial to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Memorial will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

211. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
212. Employees should, where practicable, make the request in writing and provide as much notice as possible.
213. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 192 to 201.
214. The Memorial should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
215. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Memorial should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

216. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Director, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Memorial will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Volunteering for Memorial programs and events

217. Participation in Collection Maintenance and broad Memorial programs:

- 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.

218. Participation in major events outside of normal working hours:

- a. 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 at a minimum a day of TOIL (7 hrs 21 minutes) when volunteering to support major events outside the bandwidth of 7am to 7pm Monday to Friday or on a weekend or public holiday.
- b. The TOIL is 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.
- c. All Memorial employees are also entitled to TOIL at overtime rates when volunteering to support major Memorial events outside of normal hours. In some instances the TOIL accrued while volunteering for major Memorial events may therefore exceed the minimum recognition of a day of TOIL (7 hrs 21 minutes) due to volunteering being required outside of the bandwidth of 7am to 7pm Monday to Friday or on a weekend or public holiday. This additional TOIL will also be recognised.

219. ANZAC Day, Remembrance Day and Big Things in Store as classified as major events. The Director has the discretion to identify other events as 'major' on a case by case basis.

Christmas closedown

220. Memorial 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 closedown period).

221. Over the Christmas closedown period employees are entitled to be absent with pay for the working days during Christmas closedown.

222. Employees, other than casuals, who receive a loading of their salary under this agreement will not be entitled to any payment in respect of the Christmas closedown period unless they are rostered to work. However to ensure no disadvantage, these workers will be entitled to authorised absence at ordinary rates for the period of the closedown. In addition, where due to rostering arrangements, a rostered weekend or day off falls on closedown days, staff will be entitled to authorised absence at ordinary rates equal to the rostered days off on closedown days.

223. 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 closedown period, they will be entitled to an authorised absence for the time worked. The period of the authorised absence will be equal to the time they were required to be on duty.

224. Payment for absences on working days during Christmas closedown 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.

Public holidays

225. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- a. 1 January (New Year's Day);
- b. 26 January (Australia Day);
- c. Good Friday and the following Monday;
- d. 25 April (Anzac Day);
- e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- f. 25 December (Christmas Day);
- g. 26 December (Boxing Day); and
- h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

226. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

227. The Director and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

228. The Director and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

229. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.

230. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick 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 on half pay, payment is at half pay).

231. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances,

payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 225 a-h.

232. An employee who is absent on a day or part day that is a public holiday in their normal work location, 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.

233. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Director may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

Annual leave

234. Accrual rates for annual leave are based on the employee's ordinary hours.

235. A full-time employee is entitled to 20 working days (4 weeks) of paid annual leave for each completed year of service.

236. A part-time employee's annual leave entitlement will accrue on a pro-rata basis based on ordinary hours worked.

237. Annual leave accrues and is credited daily.

238. 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.

239. Annual leave may be taken at half pay. However, unless approved by the Director, it may not be taken at half pay where the employee has an excessive leave balance (see clause 244). Where leave is taken at half pay, leave is deducted at a rate of half of the actual period of leave taken.

240. Annual leave counts as service for all purposes.

Payment of annual leave

241. 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.

Cancellation of leave or recall to duty from leave

242. Where an employee is recalled to duty from a period of annual leave, or where annual leave is cancelled by the Memorial, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

243. Where an employee is recalled to duty from a period of annual leave, the employee will be re-credited with a period equivalent to the ordinary duty worked during the annual leave.

Excess leave and cash out

244. 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.

245. 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.

Cash out

246. An employee may cash out annual leave once per year, provided the employee has at least 4 weeks annual leave balance after cash out is applied.

247. The cashing out of annual leave is a separate agreement between the employer and the 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

248. Where an employee ceases employment with the APS, the Memorial will pay the employee an amount in lieu of any accumulated, but unused, annual leave.

249. 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

250. Employees may apply to purchase up to four weeks additional leave per year.

251. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over the remaining year. This will commence on the first pay after the application to purchase leave is approved.

252. Applications for purchased leave will be considered having regard to the operational requirements of the Memorial. 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.

253. Purchased leave counts as service for all purposes.

254. Details of how applications for purchased leave are to be made and will be considered are contained in the Memorial's policies and procedures.

Personal/carer's leave

Accrual

255. Accrual rates for personal/carer's leave are based on the employee's ordinary hours.

256. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue and be credited daily.

257. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the Memorial. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

258. Paid personal/carer's leave counts as service for all purposes.

259. Leave at half pay may be approved by the Director.

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

261. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carer's leave per occasion, consistent with the NES.

Usage

262. Employees must advise their supervisor as soon as possible of their absence or their intention to be absent as specified in the Memorial's Attendance and Leave Policy and Procedures.

263. Personal leave is to be used:

- a. Due to personal illness or injury;
- b. To attend appointments with a registered health practitioner
- c. To manage a chronic condition; and/or
- d. To provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - i. of a personal illness or injury affecting the person; or
 - ii. of an unexpected emergency affecting the other person.

264. Where an employee has exhausted their paid personal/carer's leave entitlement they are entitled 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.

265. An employee cannot take unpaid personal/carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Carers

266. A person that an employee has caring responsibilities for may include a person who needs care because they:

- a. have a medical condition, including when they are in hospital
- b. have a mental illness;
- c. have a disability;
- d. are frail or aged; and/or
- e. are a child, not limited to a child of the employee.

Evidence

267. Evidence may be requested after more than 3 consecutive days.

268. Acceptable evidence includes:

- a. a certificate from a registered health practitioner;

- b. a statutory declaration; or
- c. another form of evidence approved by the Director

269. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

270. 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

271. 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.

Portability of leave

272. Where an employee moves into the Memorial from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

273. Where an employee is engaged in the Memorial immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

274. Where an employee is engaged as an ongoing employee in the Memorial, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Memorial or another agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

275. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Memorial or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

276. Where a person is engaged as an ongoing employee in the Memorial, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 273), the Director will offer to recognise any unused accrued personal/carer's leave at the employee's request.

277. Where an employee is engaged as an ongoing employee in the Memorial, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

278. For the purposes of clauses 272 to 277, an employee with a break in service of not more than 2 months is considered to have continuity of service.

279. Provisions for the recognition of prior service for long service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

Leave without pay – Deferral of Leave Accruals

280. 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.

281. 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.

Re-crediting of leave

282. When an employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- h. personal/carer's leave;
- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to family and domestic violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

283. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

284. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

285. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

286. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses 278 to 280.

Miscellaneous leave

287. 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 Memorial, and having regard to operational requirements.
288. Paid miscellaneous leave is provided to casual employees for family and domestic violence support in accordance with clause 379, or as otherwise provided by legislation or other government directive.
289. Unless otherwise agreed by the Director, or required by legislation, miscellaneous leave without pay will not count as service.
290. Further information on miscellaneous leave is provided in the Memorial's Attendance and Leave Policy and Procedures.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

291. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
292. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

293. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
294. The Memorial may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
295. First Nations ceremonial Leave can be taken as part days.

296. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

297. The Director may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
298. The Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
299. Cultural leave can be taken as part days.
300. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 293 to 296.

Parental leave

301. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
302. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child’s birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months.
303. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
304. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
305. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

306. An employee is entitled to parental leave with pay as per clauses 308 and 309 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
307. Employees newly engaged in the agency or who have moved to the Memorial from another APS agency are eligible for the paid parental leave in clauses 308 and 309 below where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 308 and 309, the balance is available to the employee.
308. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

Table 1: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

309. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

Table 2: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

310. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

311. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

312. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

313. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:

- a. is under 16 as at the day (or expected day) of placement;
- b. has not lived continuously with the employee for a period of six 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 or de facto partner.

314. 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 long-term foster carer purposes.

Stillbirth

315. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

316. A stillborn child is a child:

- a. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

Pregnancy loss leave

317. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

318. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

319. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

320. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 319 until after the legislated paid maternity leave is used.

Compassionate leave

321. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- b. the employee or their partner has a miscarriage.

322. An employee may be asked to provide evidence to support their absences on compassionate leave.

323. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

324. For casual employees, compassionate leave is unpaid.

325. Compassionate leave will count as service for all purposes.

Bereavement leave

326. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- b. a child is stillborn, where the child was a member of their family (including a member of their household).

327. An employee may be asked to provide evidence to support their absences on bereavement leave.

328. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

329. For casual employees, bereavement leave is unpaid.

330. Bereavement leave will count as service for all purposes.

Emergency response leave

331. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

- a. the time engaged in the activity;
- b. reasonable travelling time; and
- c. reasonable recovery time.

332. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Director may provide additional emergency response leave with pay.

- For the purposes of this clause, full rate of pay is to be as if the employee was at work.

333. Paid leave may be refused where the employee's role is essential to the Memorial's response to the emergency.

334. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

335. The Director may approve reasonable paid or unpaid leave for ceremonial duties and training.

336. Emergency response leave, with or without pay, will count as service.

Jury duty

337. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.

338. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.

- For the purposes of this clause, full rate of pay is to be as if the employee was at work.

339. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

340. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to for the Memorial for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

341. The Memorial will give an employee leave with or without pay to undertake:

- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- b. Australian Defence Force Cadet obligations.

342. An employee who is a Defence Reservist can take leave with pay for:

- a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

343. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

344. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- a. Australian Navy Cadets;
- b. Australian Army Cadets; and
- c. Australian Air Force Cadets.

345. In addition to the entitlement at clause 342 paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

346. Paid defence reservist leave counts for service.

347. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

348. Unpaid leave taken over 6 months counts as service, except for annual leave.

349. An employee will not need to pay their tax free ADF Reserve salary to the Memorial for any reason.

Defence service sick leave

350. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:

- a. warlike service; or
- b. non-warlike service.

351. An eligible employee can get 2 types of credits:

- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - i. they start employment with the APS;
 - ii. DVA certifies the condition; or
- b. an annual credit of 3 weeks (15 days) defence service sick leave.

352. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

353. Unused annual credits can be built up to 9 weeks.

354. An employee cannot use annual credits until the initial credit is exhausted.

355. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

356. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

357. An employee who is not covered under clause 356, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Memorial.

358. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

359. The Director may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Unauthorised absences

360. 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 Memorial will seek to recover those amounts.

361. Unauthorised absence may be referred to the Director to determine the appropriate action under the *Public Service Act 1999*.

Section 7: Employee support and workplace culture

Blood donation

362. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and the Memorial will consider employees on duty for this purpose.

363. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

364. The Memorial will offer annual influenza vaccinations to all employees at no cost.

365. Where the Memorial requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

366. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the Memorial and will be accessible on paid time.

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

Respect at work

Principles

368. The Memorial values a safe, respectful and inclusive workplace free from physical and psychological harm, including vicarious trauma or cultural injury, harassment, discrimination and bullying. The Memorial recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

369. The Memorial recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

370. The Memorial will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and domestic violence support

371. The Memorial will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
372. The Memorial recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
373. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
374. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
375. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
376. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
377. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
378. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
379. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
380. Evidence may be requested to support the Memorial in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Memorial will require, unless the employee chooses to provide another form of evidence.

381. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
382. The Memorial will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Memorial will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Memorial may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
383. Where the Memorial needs to disclose confidential information for purposes identified in clause 382, where it is possible the Memorial will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
384. The Memorial will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
385. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
386. The Memorial will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
387. Further information about leave and other support available to employees affected by family and domestic violence may be found in the Memorial's policy and procedures.

Integrity in the APS

388. The Memorial understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Memorial decisions.
389. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
390. Employees can, during their ordinary work hours, take time to access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency.

First Nations cultural competency training

391. The Director will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant

First Nations cultural competency training within 12 months of the commencement of the agreement.

392. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

393. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

394. The Memorial will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 395. In considering whether a space is appropriate, the Memorial should consider whether:

- a. there is access to refrigeration;
- b. the space is lockable; and
- c. there are facilities needed for expressing, such as appropriate seating.

395. Where it is not practicable for a Memorial site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

396. The Memorial will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

397. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

398. Further information is available in Memorial policy and procedures.

Disaster support

399. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Director will consider flexible working arrangements to assist the employee to perform their work.

400. Where flexible working arrangements are not appropriate, the Director may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

401. In considering what period of leave is appropriate, the Director will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Support for financial counselling

402. The Director will provide a maximum of \$500 (adjusted annually to reflect CPI changes), for financial counselling sought by the employee within the 12 month period prior to their retirement or consideration of redundancy.

Extra dependent care costs

403. 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

Section 8: Performance and development

Performance management

404. The arrangements for Memorial quarterly performance assessments are set out in the Memorial's policies and procedures
405. All employees are required to have a current achievement and development plan except non-ongoing employees engaged for less than six months. This collaborative process is designed to improve capability of staff, managers, and the organisation through professional achievement, development and growth noting that access to learning and development opportunities is a regular part of staff development (see Learning and Development clauses 416-417).
406. Consistent with the 'no surprises' principle incorporated within the Memorial's Managing Underperformance Policy, where an employee's performance is 'not meeting expectations' in part or as a whole an employee will be advised immediately. An employee should not first be advised they are not meeting expectations at their quarterly assessment.
407. Underperformance is identified when a manager makes an assessment that an employee's performance is 'not meeting expectations'.
408. Where underperformance is identified, the Memorial will work with affected employees and their managers to attain and sustain the standards required.
409. The process for managing underperformance is detailed within the Memorial's Managing Underperformance Policy and Procedures which apply to all staff except ongoing staff on probation and non-ongoing employees.
410. The Managing Underperformance 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, who may be a union representative, to accompany them at any stage of the performance management process.

Workloads

411. The Memorial recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
412. When determining workloads for an employee or group of employees, the Memorial will consider the need for employees to strike a balance between their work and personal life.
413. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Memorial and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Studybank

414. An employee undertaking formal study may be granted studies assistance through Studybank which may include paid leave of up to six hours per week, plus additional time for exams, unpaid leave, and/or reimbursement of costs up to \$4,000 per year adjusted annually to reflect CPI changes
415. The Memorial's Studybank Policy and Procedures detail how Studybank is administered.

Learning and development

416. The People Development Policy sets out the Memorial's commitment to people development and the nature of learning and development initiatives that will be provided.
417. Learning and development may include training, attendance at conferences and other development activities which support an employee's current role and career progression. This is either Memorial mandated learning and development, or activities at the employee's initiative, and may or may not have a cost attached. It is separate to study assistance and performance management.

Professional membership fee reimbursement

418. The Memorial will reimburse membership fees and accreditation fees of up to \$500 per annum (adjusted annually to reflect CPI changes) where a membership or accreditation from a professional association is maintained by an employee and is relevant to their responsibilities for the Memorial, or as agreed by the Director.

Section 9: Travel and location-based conditions

Travel

Excess travel costs

419. 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

420. The Memorial's Official Travel Policy provides information in relation to travel including part day travel and travel allowance. An employee travelling on official business for at least 10 hours, and who is not absent overnight, will be entitled to a taxable part-day travel allowance of \$60 adjusted annually to reflect CPI changes. The delegate may vary the rate where the employee is provided with a meal at official expense or when in receipt of overtime payment.

Relocation assistance

421. Where the Memorial requests an employee to relocate for engagement with the Memorial the employee will be provided with financial relocation assistance.

422. APS Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

423. Reasonable expenses associated with the relocation include:

- a. the cost of transport of the employee, their dependents and partner by the most economical means;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

424. Additional relocation assistance may be considered by Director discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

425. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

426. The Memorial recognises:

- a. the importance of inclusive and respectful consultative arrangements;
- b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
- c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- e. the benefits of employee and union involvement and the right of employees to be represented by their union.

427. Genuine and effective consultation involves:

- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- c. considering feedback from employees and the relevant union(s) in the decision-making process; and
- d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

428. Consultation is required in relation to:

- a. changes to work practices which materially alter how an employee carries out their work;
- b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- c. major change that is likely to have a significant effect on employees;
- d. implementation of decisions that significantly affect employees;
- e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- f. other workplace matters that are likely to significantly or materially impact employees.

429. The Memorial, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

430. This clause applies if the Memorial:

- a. proposes 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.

Representation

431. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

432. The Memorial must recognise the representative if:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative.

Major change

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

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

434. The following additional consultation requirements in clauses 435 to 441 apply to a proposal to introduce a major change referred to in clause 428c.

435. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 429.

436. Where practicable, a Memorial change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.

437. The Memorial must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
438. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 429, the Memorial must discuss with affected employees and relevant union(s) and/or other recognised representatives:
- a. the proposed change:
 1. the effect the proposed change is likely to have on the employees; and
 2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 1. all relevant information about the proposed change, including the nature of the change proposed; and
 2. information about the expected effects of the proposed change on the employees; and
 3. any other matters likely to affect the employees.
439. The Memorial must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
440. However, the Memorial is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
441. 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 Memorial, the requirements set out in clauses 433 to 438 are taken not to apply.

Change to regular roster or ordinary hours of work

442. The following additional consultation requirements in clauses 443 to 445 apply to a proposal to introduce a change referred to in clause 428e (subject to any other relevant provisions in this agreement).
443. The Memorial must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
444. As soon as practicable after proposing to introduce the change, the Memorial must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - b. the proposed introduction of the change; and
 - c. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - d. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Memorial is not required to disclose confidential or

commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

445. The Memorial must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

446. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

Workplace relations committee

447. The Memorial has an established workplace relations committee (WRC) to discuss relevant workplace matters.

448. Without limiting its freedom to make business decisions, the Memorial will consult with the WRC about employment and workplace relations matters including matters associated with the implementation and operation of this agreement.

449. The WRC is governed by an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference. Any changes to the WRC terms of reference will be subject to consultation and agreement with WRC representatives.

450. Further information is available in Memorial policy and procedures 'Workplace Relations – Consultation Policy'.

APS consultative committee

451. The Memorial will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

452. If a dispute relates to:

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

this term sets out procedures to settle the dispute.

453. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

454. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

455. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify

higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

456. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 455 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

457. 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.

458. While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Memorial that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 458a, 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.

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

460. Any disputes arising under the Australian War Memorial Teamwork Agreement 2017 to 2020 as maintained by the Public Service (Subsection 24(1) - Australian War Memorial Non-SES Employees) Determination 2023/1 or the National Employment Standards that were formally notified under clause 10 of the Australian War Memorial Teamwork Agreement 2017 to 2020 before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

461. Where the provisions of clauses 452 to 456 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 454 or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 456.

Delegates' rights

462. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

463. The role of union delegates is to be respected and supported.

464. The Memorial and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

465. The Memorial respects the role of union delegates to:

- a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
- b. consult with other delegates and union officials, and get advice and assistance from union officials;
- c. represent the interests of members to the employer and industrial tribunals; and
- d. represent members at relevant union forums, consultative committees or bargaining.

466. The Memorial and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

467. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

468. To support the role of union delegates, the Memorial will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
- d. provide access to new employees as part of induction; and

- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

469. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Memorial before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

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

471. In any matter arising under this Agreement an employee may choose any person to support or represent them and the Memorial and that person will deal with each other in good faith.

472. An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. The Memorial and employee representatives will deal with each other in good faith.

473. The Memorial and employee representatives will deal with each other in good faith. The role of employee representatives is to be respected and facilitated.

Section 11: Separation and retention

Resignation

474. An employee may resign from their employment by giving the Memorial at least 14 calendar days' notice.
475. At the instigation of the Director, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
476. The Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

477. When an employee dies, or the Director has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Redeployment, retraining, redundancy

478. 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.
479. 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 the Memorial;
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Memorial or structural or other changes in the nature, extent or organisation of the functions of the Memorial; 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

480. 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.

481. 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

482. 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.

483. The Director will not advise an employee that he or she is excess until the discussions referred to in clause 480 have occurred.

Consideration period

484. 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

485. 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 \$500) 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.

486. 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

487. 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.

488. 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

489. 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.
490. 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

491. 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.
492. 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.
493. 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.
494. 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

495. 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.
496. 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

497. 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.
498. 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.
499. 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).
500. 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.
501. The intention of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment.
502. The retention period will commence one month after the day on which the Director invites the employee to elect to be voluntary retrenched.
503. 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 Memorial 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.

504. 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.
505. 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.
506. 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.
507. 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 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).
508. 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.
509. 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.
510. In deciding whether to terminate an excess employee, the Director will take account of any re-assignment process that may be in progress.

Attachment A – Salaries Payable

APS Classification	Pay points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024 4%	From 13 March 2025 3.8%	From 12 March 2026 3.4%
APS Level 1	1	47,861	<i>lifted by pay fragmentation</i>		
	2	48,857	52,000	54,516	57,497
	3	52,893	55,009	57,099	59,040
	4		55,120	57,787	60,946
APS Level 2	1	55,361	57,575	59,763	62,775
	2	56,281	58,532	60,756	64,658
	3	60,055	62,457	64,877	67,083
	4				68,425
APS Level 3	1	61,356	63,810	66,823	<i>lifted</i>
	2	62,302	64,794	67,256	70,477
	3	66,580	69,243	71,874	74,318
	4		69,476	72,837	76,820
APS Level 4	1	68,656	71,560	75,022	<i>lifted</i>
	2	69,981	72,780	75,546	79,125
	3	74,648	77,634	80,584	83,324
	4		78,001	81,775	86,246
APS Level 5	1	75,921	80,341	84,228	88,834
	2	81,313	84,566	87,780	90,765
	3		87,572	90,900	93,991
	4			91,809	96,829
APS Level 6	1	85,034	90,199	<i>lifted</i>	
	2	87,897	91,413	94,887	99,734
	3	95,142	98,948	102,708	106,200
	4		101,022	104,861	108,426
	5			105,910	111,701

Attachment A – Salaries Payable (continued)

APS Classification	Pay points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024 4%	From 13 March 2025 3.8%	From 12 March 2026 3.4%
Executive Level 1	1	108,251	112,581	116,859	121,755
	2	116,985	121,664	126,287	130,581
	3				132,713
Executive Level 2	1	141,167	146,814	152,393	157,574
Executive Level 2 Barrier – Section Head	2	145,999	151,839	157,609	162,968
	3	151,509	157,569	163,557	169,118
	4	157,477	163,776	169,999	175,779

Attachment B – Broadbands

Broadbands	APS Equivalent Classification	Pay Points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024 4%	From 13 March 2025 3.8%	From 12 March 2026 3.4%	
Broadband 1	APS2	1	55,361	57,575	59,763	62,775	
		2	56,281	58,532	60,756	64,658	
		3	60,055	62,457	64,877	67,083	
		4				68,425	
	Soft barrier - Advancement requires Substantial demonstrated work experience in the role						
	<i>Applies to Registration and Conservation Assistant roles</i>	APS3	5	61,356	63,810	66,823	<i>lifted</i>
			6	62,302	64,794	67,256	70,477
			7	66,580	69,243	71,874	74,318
			8		69,476	72,837	76,820
	Broadband 2	APS3	1	61,356	63,810	66,823	<i>lifted</i>
2			62,302	64,794	67,256	70,477	
3			66,580	69,243	71,874	74,318	
4				69,476	72,837	76,820	
Soft barrier - Advancement requires a technical qualification in workplace assessment (Cert IV or similar).							
<i>Applies to Visitor Services roles required to regularly backfill Visitor Services supervisory roles on weekends and public holidays</i>		APS4	5	68,656	71,560	75,022	<i>lifted</i>
			6	69,981	72,780	75,546	79,125
			7	74,648	77,634	80,584	83,324
			8		78,001	81,775	86,246
Broadband 3		APS3	1	61,356	63,810	66,823	<i>lifted</i>
	2		62,302	64,794	67,256	70,477	
	3		66,580	69,243	71,874	74,318	
	4			69,476	72,837	76,820	
	Soft barrier - Advancement requires substantial demonstrated work experience as outlined in job description.						
	<i>Applies to Registration Officer roles</i>	APS4	5	68,656	71,560	75,022	<i>lifted</i>
			6	69,981	72,780	75,546	79,125
			7	74,648	77,634	80,584	83,324
			8		78,001	81,775	86,246
	Hard barrier - Advancement to the APS5 requires an in-house merit selection process						
	APS5	9	75,921	80,341	84,228	88,834	
		10	81,313	84,566	87,780	90,765	
		11		87,572	90,900	93,991	
		12			91,809	96,829	

Attachment B – Broadbands (continued)

Broadbands	APS Equivalent Classification	Pay Points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024 4%	From 13 March 2025 3.8%	From 12 March 2026 3.4%	
Broadband 4	APS4	1	68,656	71,560	75,022	<i>lifted</i>	
		2	69,981	72,780	75,546	79,125	
		3	74,648	77,634	80,584	83,324	
		4		78,001	81,775	86,246	
	Soft barrier - Advancement of persons with relevant qualifications and/or substantial work experience.						
	APS5	5	75,921	80,341	84,228	88,834	
		6	81,313	84,566	87,780	90,765	
		7		87,572	90,900	93,991	
		8			91,809	96,829	
	<i>Applies to qualified employees engaged to assist in public affairs functions of the Memorial</i>						
	Broadband 5	APS4	1	68,656	71,560	75,022	<i>lifted</i>
			2	69,981	72,780	75,546	79,125
3			74,648	77,634	80,584	83,324	
4				78,001	81,775	86,246	
Soft barrier - Advancement of persons with relevant qualifications and/or substantial work experience.							
APS5		5	75,921	80,341	84,228	88,834	
		6	81,313	84,566	87,780	90,765	
		7		87,572	90,900	93,991	
		8			91,809	96,829	
<i>Applies to employees engaged to assist in professional functions of the Memorial</i>							
Hard barrier - Advancement to the APS6 requires an in-house merit selection process							
APS6		9	85,034	90,199	<i>lifted</i>	<i>lifted</i>	
		10	87,897	91,413	94,887	99,734	
		11	95,142	98,948	102,708	106,200	
		12		101,022	104,861	108,426	
		13			105,910	111,701	

Attachment C: Shift Allowance

Shift Allowance Premiums and Benefits:

The Memorial uses a formula to calculate the percentage of annual salary that constitutes a shift allowance.

The shift allowance calculation includes pay components for ordinary hours, shift penalties, annual leave and public holidays:

1. Premiums associated with ordinary hours Monday to Sunday (Step A)

	M	T	W	T	F	Saturday	Sunday
Any shift	0 per cent premium					50 per cent premium	100 per cent premium

2. Premiums/Benefits associated with annual leave (Steps B, C, and G)

	Time Off Benefit	Shift Allowance during Annual Leave
Rostered employees	4 to 5 weeks annual leave <i>Fifth week based on 0.5 day credit for each rostered Sunday worked, subject to maximum of 1 additional week (e.g. addl. 38 hrs)</i>	50 per cent of normal shift penalties

3. Premiums/Benefits associated with public holidays (Steps D, E, and F)

	Rostered off	Rostered and worked
Any shift	One day's pay at ordinary hourly rate (no shift penalties)	150 per cent premium

Shift allowance calculation:

Number of working hours per annum:

Visitor Services Officers and Audio Visual: 36.75 hours per week = 1918.35 hours per annum

Security: 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

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

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.


Employer

.....


Date 5 March 2024


Anne Bennie
Acting Director of the Australian War Memorial

Employee Bargaining Representatives

.....


Date

Beth Vincent-Pietsch
Deputy National President
Community and Public Sector Union
4/224 Bunda St Canberra ACT 2601

.....


Date 4-3-2024

David Williams
Employee Bargaining
20 Treloar Crescent, Campbell, ACT,

Dear Deputy President Masson

Australian War Memorial Teamwork Agreement 2024-2027 (AG2024/579)

Written undertakings under section 190 of the *Fair Work Act 2009*

The Australian War Memorial hereby undertakes the following in relation to the *Australian War Memorial Teamwork Agreement 2024-2027*

1. Shiftworker Definition (Agreement Clause 17)

For the purposes of the Australian War Memorial Teamwork Agreement a shiftworker means an employee who is rostered to perform ordinary hours of work within the period 7.00am to 6.00 pm Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

2. Altering Span of Hours (Agreement Clause 216)

The span for altering work hours may only occur within the parameters of Clause 8.2 (c) (2) of the Australian Public Service Enterprise Award 2015. That is: commencing and finishing times may be varied within the limits of 6.00 am and 6.00 pm Monday to Friday, subject to a 10 hour span for individual employees and a 12 hour span for individual workplaces, by agreement between the Agency Head and the majority of employees concerned, subject to clause 5 (Facilitative provisions).

3. Casual Employees – Penalties (Agreement Clause 114)

Pursuant to clause 11.3(c) of the Australian Public Service Enterprise Award 2015 the casual loading of 125% is cumulative (that is, an employee can be paid more than one allowance e.g. the casual loading and penalty rates).

4. Part-Time Minimum Engagement and Safeguards:

In accordance with clause 6.3(f) of the Australian Public Service Enterprise Award 2015 the pattern of hours for part-time work will be no less than three hours per day (or an alternative period agreed by the Agency Head and the employee) and will be continuous on any one day.

5. Shift Allowance and Better Off Overall Test:

Memorial shiftworkers satisfy the better off overall test because they are paid above award pay rates and are paid penalty rates in accordance with the Australian Public Service Enterprise Award 2015. In addition Memorial shiftworkers on annual leave receive 100% ordinary hours plus 50% of averaged shift penalties, while Memorial shift workers on personal leave receive 100% ordinary hours plus 100% of averaged shift penalties. The Award provides shift workers on leave with 100% ordinary hours only.

Memorial shiftworkers work day shifts only on any day of the week between the hours of 7am to 6pm. The first line of the table at Clause 172 of the Australian War Memorial Teamwork Agreement showing penalties for ordinary hours worked is to be read as follows:

Ordinary hours worked	Percentage of ordinary hourly rate of pay
Monday to Friday – all day	100%
Saturday – all day	150%
Sunday – all day	200%
Public holiday or additional holiday – all day	250%

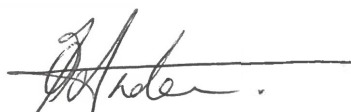
Clause 175(d) of the Australian War Memorial Teamwork Agreement states that no Memorial shiftworkers are required to work a nightshift as defined in the Australian Public Service Enterprise Award 2015 as hours worked between 6pm and 6.30am.

Step A of Attachment C to the Australian War Memorial Teamwork Agreement has been amended to replace 'any shift' with 'day shift'.

1. Premiums associated with ordinary hours Monday to Sunday (Step A)

	M	T	W	T	F	Saturday	Sunday
Day shift	0 per cent premium					50 per cent premium	100 per cent premium

Signed for and on behalf of the employer



Matt Anderson
 Director
 Australian War Memorial

..... 18/3/24 2024