



NATIONAL LIBRARY OF AUSTRALIA

COLLECTIVE AGREEMENT

2007 - 2010

TABLE OF CONTENTS

| | | |
|---------------|---|-----------|
| PART A | SCOPE OF THE AGREEMENT | 4 |
| A1 | PARTIES TO THIS AGREEMENT | 4 |
| A2 | COMPREHENSIVE AGREEMENT AND DURATION | 4 |
| A3 | CLOSED AGREEMENT | 4 |
| A4 | POLICIES/GUIDELINES/PROCEDURES | 4 |
| A5 | WORKPLACE DELEGATION | 5 |
| A6 | REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT | 5 |
| PART B | PURPOSE OF AGREEMENT | 5 |
| PART C | REMUNERATION..... | 5 |
| C1 | SALARY AMOUNT | 5 |
| C2 | SALARY INCREASES..... | 5 |
| C3 | REMUNERATION PACKAGING | 6 |
| C4 | ROSTERED EMPLOYEES | 6 |
| C5 | IRREGULAR OR INTERMITTENT EMPLOYEES..... | 6 |
| C6 | JUNIOR RATES..... | 6 |
| C7 | CADET RATES | 6 |
| C8 | TRAINEESHIPS | 7 |
| C9 | SUPPORTED WAGE SYSTEM | 7 |
| C10 | SALARY ON ENGAGEMENT, PROMOTION, ASSIGNMENT, ALLOCATION OR REDUCTION..... | 7 |
| C11 | REDUCTION IN CLASSIFICATION..... | 7 |
| C12 | METHOD OF SALARY PAYMENT | 8 |
| C13 | SUPERANNUATION..... | 8 |
| PART D | PERFORMANCE MANAGEMENT FRAMEWORK | 8 |
| D1 | OVERVIEW..... | 8 |
| D2 | FEATURES OF THE PMF | 8 |
| D3 | SALARY ADVANCEMENT THROUGH SALARY POINTS AND PERFORMANCE BONUS PAYMENTS | 9 |
| PART E | WORKING HOURS | 11 |
| E1 | HOURS OF WORK | 11 |
| E2 | REGULAR PART-TIME WORK | 11 |
| E3 | WORKING PATTERNS..... | 12 |
| E4 | FLEXIBLE WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES | 12 |
| E5 | FLEXTIME..... | 12 |
| E6 | PAID OVERTIME | 13 |
| PART F | LEAVE | 15 |
| F1 | LEAVE ARRANGEMENTS - PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS | 15 |
| F2 | ANNUAL LEAVE..... | 15 |
| F3 | PERSONAL/CARER'S LEAVE..... | 16 |
| F4 | COMPASSIONATE LEAVE | 18 |
| F5 | LONG SERVICE LEAVE | 18 |
| F6 | MATERNITY LEAVE | 18 |
| F7 | SUPPORTING PARTNERS LEAVE..... | 18 |
| F8 | ADOPTION LEAVE..... | 19 |
| F9 | MISCELLANEOUS LEAVE..... | 19 |
| F10 | DEFENCE RESERVISTS..... | 19 |
| F11 | PURCHASED LEAVE..... | 20 |
| F12 | STUDY LEAVE AND STUDY ASSISTANCE..... | 20 |
| F13 | PUBLIC HOLIDAYS..... | 20 |
| PART G | ALLOWANCES AND REIMBURSEMENTS..... | 20 |

| | | |
|---------------|--|-----------|
| G1 | GENERAL ALLOWANCES AND REIMBURSEMENTS | 20 |
| G2 | PERFORMANCE ALLOWANCE | 21 |
| PART H | PARTICIPATIVE WORK PRACTICES | 22 |
| H1 | CONSULTATION | 22 |
| PART I | DISPUTE SETTLEMENT PROCEDURE | 22 |
| I1 | INITIAL ATTEMPTS TO RESOLVE..... | 22 |
| I2 | DISPUTE SETTLEMENT PROCEDURES..... | 23 |
| PART J | REDUNDANCY PAY AND NOTICE OF TERMINATION..... | 23 |
| J1 | OVERVIEW | 23 |
| J2 | CONSULTATION PROCESS | 23 |
| J3 | VOLUNTARY RETRENCHMENT | 24 |
| J4 | PERIOD OF NOTICE..... | 24 |
| J5 | INVOLUNTARY RETRENCHMENT | 26 |
| J6 | RETENTION PERIODS | 26 |
| PART K | INTERPRETATION..... | 28 |
| K1 | DEFINITIONS..... | 28 |
| | FORMAL ACCEPTANCE OF THIS AGREEMENT..... | 31 |
| | ATTACHMENT A – SALARY TABLE | 32 |
| PART L | ATTACHMENT B - DISPUTE SETTLEMENT PROCEDURES | 34 |
| L1 | SCOPE, REPRESENTATION AND APPROACH..... | 34 |
| L2 | ALTERNATIVE DISPUTE RESOLUTION PROCESS (STAGE 2)..... | 34 |
| L3 | FURTHER DISPUTE RESOLUTION PROCESS (STAGE 3) | 35 |
| L4 | AVOIDING DUPLICATION OF DISPUTE RESOLUTION PROCESSES | 37 |

PART A SCOPE OF THE AGREEMENT

A1 Parties to this Agreement

- A1.1 In accordance with section 328 of the WR Act, this Agreement is between:
- a. the Director General;
 - b. the Community and Public Sector Union;
 - c. the Media, Entertainment and Arts Alliance; and
 - d. all Library employees employed under the PS Act, excluding Senior Executive Service employees and employees on Australian Workplace Agreements.

A2 Comprehensive Agreement and Duration

- A2.1 This Agreement comes into operation upon lodgement with the Office of the Employment Advocate (OEA) and nominally expires 36 months from lodgement..
- A2.2 This Agreement is a comprehensive agreement, and excludes the protected award conditions (as defined in the WR Act) that are about, incidental to, or machinery provisions to, protected award conditions, within the *Australian Public Service Award 1998* (as varied from time to time).

Note: The protected award conditions are award conditions that are excluded from this Agreement that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the WR Act.

A3 Closed Agreement

- A3.1 The parties to this Agreement agree that this Agreement constitutes a closed Agreement in settlement of all matters for its duration. No party to this Agreement may make any extra claims that would affect employees' terms and conditions of employment under this Agreement.

A4 Policies/Guidelines/Procedures

- A4.1 Any policies, guidelines or procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. Employees should make themselves familiar with the policies, guidelines and procedures which may be varied from time to time, and they will apply in the form they are in as at the time of any relevant action or decision. For assistance and guidance, particular policies, guidelines and procedures are identified in the relevant clause. If there is any inconsistency between the policies, guidelines and procedures and the express terms of this Agreement, the express terms of this Agreement will prevail.

A4.2 The clauses relating to dispute avoidance and settlement set out in Part I and Attachment B of this Agreement are not to be applied to policies, guidelines or procedures referred to in this Agreement or disputes arising under those policies, guidelines or procedures.

A5 Workplace Delegation

A5.1 The Director-General may delegate in writing any of the Director-General's functions or responsibilities under this Agreement. Any power exercisable by a senior manager/manager may be exercised by the Director-General.

A6 Review of decisions to terminate employment

A6.1 The Director-General and employees covered by this Agreement agree that the sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys:

- a. under Division 4 of Part 12 of the WR Act;
- b. under other Commonwealth laws (including the Constitution); and
- c. at common law.

A6.2 Termination of, or a decision to terminate employment, cannot be reviewed under dispute avoidance and settlement procedures set out at Part I of this Agreement.

A6.3 Nothing in this Agreement prevents the Director-General from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the WR Act, subject to compliance with the procedures established by the Director-General for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.

PART B PURPOSE OF AGREEMENT

B1.1 This Agreement provides the terms and conditions of employment for the Library's employees covered by the Agreement for the duration of the Agreement.

PART C REMUNERATION

C1 Salary amount

C1.1 Employees will be paid the annual salary for their classification and pay point level specified in **Attachment A** to this Agreement.

C2 Salary increases

C2.1 Employees will be eligible to receive salary increases as set out below:

- (a) the first salary increase of 4% as set out in Column A of Attachment A will take effect from the first full pay period after lodgement;
- (b) the second salary increase of 4%, as set out in column B of Attachment A, will be payable from the first full pay period 12 months after lodgement; and

- (c) the third salary increase of 4%, as set out in column C of Attachment A, will be payable to employees covered by this Agreement from the first full pay period 24 months after lodgement.

C3 Remuneration Packaging

- C3.1 Employees may elect to convert a portion of their salary to other benefits. The Salary Packaging Policy provides details on how salary packaging is to be administered.
- C3.2 The Library will assist an employee if he/she wishes to arrange for remuneration packaging on the basis that:
 - (a) it incurs no cost to the Library and is fully outsourced;
 - (b) employees have obtained their own financial advice prior to entering into remuneration packaging; and
 - (c) the applicable pay point relating to an employee (as set out in Attachment A) will apply for all purposes including superannuation.

C4 Rostered employees

- C4.1 Rostered employees will be paid the following loadings in addition to their Normal Rate of Pay:
 - a. for rostered hours worked on a Saturday, 20%;
 - b. for rostered hours worked on a Sunday, 100%; and
 - c. for rostered hours worked on a public holiday, 150%.

C5 Irregular or intermittent employees

- C5.1 An employee engaged to work on an irregular or intermittent basis will be paid a 20% salary loading in lieu of public holidays and paid leave, other than long service leave.

C6 Junior Rates

- C6.1 Junior rates of pay as a percentage of the APS 1.1 equivalent adult pay point will apply as follows:
 - (a) Under 18 years 60%
 - (b) at 18 years 70%
 - (c) at 19 years 81%
 - (d) at 20 years 91%

C7 Cadet Rates

- C7.1 Cadet rates of pay as a percentage of the minimum adult APS 1 rate of pay will apply as follows:
 - (a) Practical training 100%
 - (b) Full-time study 57%

C7.2 Junior rates of pay apply to both practical training and full-time study rates for cadets.

C8 Traineeships

C8.1 This clause C8 applies to an employee who is bound by a traineeship agreement as defined in subsection 642(1) of the WR Act.

C8.2 The Director-General will determine the pay rate applying to an employee undertaking an approved traineeship in accordance with the WR Act.

C9 Supported Wage System

C9.1 The Director-General will determine the pay rate applying to an employee employed under the Supported Wage System at a rate that is not less than the pay rate set in accordance with the Supported Wage System.

C10 Salary on Engagement, Promotion, Assignment, Allocation or Reduction

C10.1 On:

- a. engagement;
- b. promotion;
- c. assignment of duties;
- d. allocation of an operational classification; or
- e. reduction,

an employee's salary will normally be payable at the minimum of the salary range for the classification. The Director-General may determine the appropriate salary point and may authorise payment of salary above the minimum point of the salary range, having regard to the experience, qualifications and skills of the employee and his/her likely contribution to the achievement of corporate objectives.

C10.2 At the discretion of the Director-General, an employee moving to the Library whose salary in their previous agency (current salary) exceeds the rate the employee would otherwise be entitled to under this Agreement, may have their current salary maintained until such time as their salary is absorbed by Library pay increases.

C10.3 On engagement as graduate employees, salaries will be determined in accordance with the graduate classification structure set out in Attachment A. Graduate employees will be eligible for automatic advancement to an APS3 classification on successful completion of the graduate program.

C11 Reduction in classification

C11.1 The Director-General, at the request of and after consultation with an employee, may approve a reduction in classification level to assist the employee to reach an appropriate work/life balance. The reduction in classification will be subject to agreement between the employee and management regarding revised duties and an appropriate salary point in the reduced classification level.

C12 Method of Salary Payment

- C12.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice.
- C12.2 The Director-General may approve the pre-payment of salary to an employee, including preceding a period of leave by the employee, where special circumstances exist.
- C12.3 Fortnightly salary will be calculated using the following formula:
- $$\text{Fortnightly Salary} = (\text{Annual Salary} \times 12) / 313$$

C13 Superannuation

- C13.1 For an employee who exercises superannuation choice, the Library will maintain the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Scheme Accumulation Plan (**PSSap**) (pursuant to section 10 of the *Superannuation Act 2005* (Cth)). For the purpose of this clause C13.1, an employee is an employee who, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.
- C13.2 The Library may choose to limit superannuation choice to funds which:
- are complying and registered superannuation funds;
 - allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and
 - make satisfactory arrangements for the acceptance of payments from the Library and for information transfer between the Library's payroll and the fund.

PART D PERFORMANCE MANAGEMENT FRAMEWORK

D1 Overview

- D1.1 All employees and their Supervisors will participate in the Performance Management Framework (PMF). The *Performance Management Framework Policy* provides details on how performance management is to be administered.

D2 Features of the PMF

- D2.1 The PMF contains the following elements:
- Performance Communication.**
Performance Communication is aimed at ensuring all employees participate in the development of their individual responsibilities and are provided with regular feedback on their job performance
 - Personal Development Plans.**
Personal Development Plans allow a structured approach to determining the training and development required to ensure that performance requirements are met.
 - Training and Development.**
The Library develops and implements a training program on the basis of Strategic

Training Initiatives, corporate priorities and Personal Development Plans for all employees based on the current and future requirements of their job. All employees have a responsibility for identifying, with their Supervisor, their training and development needs in terms of the skills needed for the employee's current job, and, if appropriate, the skills the employee will need in the future.

- d. **Salary advancement through Salary Points and Performance Bonus Payments.** Salary advancement through classification pay points within each level is based on a qualifying period and the rating received by the employee (refer clauses D3.1 to D3.3 below);
- e. **Mobility.** Mobility provides the flexibility to place the right people in the right jobs, and provides employees with a range of career and development opportunities. Mobility should not be used by Managers and Supervisors as a vehicle to avoid having to address performance issues or code of conduct matters.;
- f. **Managing Underperformance.** Under-performance issues sometimes arise, and in fairness to all employees these issues should be addressed promptly, with feedback being the initial channel for discussion. Where issues remain unresolved, the *Performance Management Framework Policy* provides details on how underperformance is to be addressed.
- g. **Review.** The PMF aims to ensure that work expectations and performance assessments are both fair and reasonable to both the Supervisor and the employee. However there may be occasions where disagreement over elements of the PMF occurs. Where this cannot be resolved in the immediate workplace the *Performance Management Framework Policy* provides details on how a review is to be administered.

D3 Salary advancement through salary points and performance bonus payments

D3.1 Employees will be rated in accordance with the following rating system:

- a. Significantly Exceeds Agreed Work Expectations – (Rating 4):
 - i. subject to clauses D3.2 and D3.3, the employee will advance one salary point within their notional classification level; and
 - ii. employees with three months or more service at their current pay point will also receive a 3% performance bonus based on their current salary rate (pro-rata for part-time employees), payable on the first payday in December. This bonus is a one off payment and will not count as salary for any purpose;
- b. Fully Meets Agreed Work Expectations – (Rating 3):
 - i. subject to clauses D3.2 and D3.3, the employee will advance one salary point within their notional classification level;
- c. Satisfactorily Meets Agreed Work Expectations – (Rating 2):
 - i. subject to clauses D3.2 and D3.3, the employee will advance one salary point within their notional classification level; and
- d. Does not meet Agreed Work Expectations – (Rating 1):

- i. the Director-General will withhold salary point advancement for re-evaluation after either 6 or 12 months. Employees will be advised in writing of the reasons for their rating and the level of performance that needs to be achieved to be rated as Satisfactorily Meets Agreed Work Expectations or higher at the next assessment. If the employee's performance is unable to be improved within a reasonable period of time, the employee will undergo underperformance management. The *Performance Management Framework Policy* provides details of how underperformance management is to be administered.

D3.2 Restricted Pay Points. Access to the following classification pay points will be restricted as set out below:

- a. Executive Level 2 pay point EL2.4 will be determined on a case-by-case basis by the Director-General in line with Library Work Level Standards, including an evaluation of the higher level of contribution by the employee; and
- b. pay points APS 6.5, EL1.5 and EL1.6 will be restricted to employees undertaking public affairs duties.

Date of effect – salary advancement ongoing classification.

D3.3 As at the first pay after 1 December each year, all ongoing employees, other than those rated under clause D3.1(d) as Does Not Meet Agreed Work Expectations will be eligible to advance one pay point, as available, provided:

- a. they are not at the maximum pay point for their ongoing classification level; and
- b. they have had 3 months or more service at their current pay point (or higher) during the previous 12 months. This service is not to include periods of leave without pay totalling 14 or more calendar days. An employee who has been promoted in the 3 months preceding the first payday in December will have included for the purpose of eligibility for pay point advancement any period during which the employee acted at the new classification (or a higher classification) during the preceding 12 months.

Date of effect - performance allowance advancement.

D3.4 Subject to clauses D3.5 and D3.7, an ongoing employee may be eligible to advance a pay point(s) while on performance allowance at any time, provided that they are not at the maximum pay point for the relevant classification level.

Continuous performance allowance.

D3.5 Subject to clause D3.1, where an ongoing employee carries out the duties of a higher classification for 12 months or more continuously, the employee will be eligible for pay point advancement.

Broken performance allowance.

D3.6 Subject to the provisions of clause D3.1, where an ongoing employee carries out the duties of a higher classification in broken periods, the employee will be eligible for pay point advancement when he/she has carried out those duties for 12 months in a 24 month period.

Retention of pay point.

- D3.7 After an employee has attained a pay point after being paid performance allowance it will be retained for future performance allowance at that classification level. The period of service will also count towards pay point progression for performance allowance at a lower classification.

Juniors.

- D3.8 The salary advancement provisions of clauses D3.1 to D3.7 will not apply to an employee under 21 years of age employed in a classification where rates of salary are prescribed according to age, except where an employee is paid the adult salary rate following automatic advancement upon successful completion of a course of study or training.

PART E WORKING HOURS**E1 Hours of work**

- E1.1 A full-time employee is required to work an average of 36 hours 45 minutes per week over a 40 day settlement period in accordance with the work pattern determined for the employee in accordance with clause E3.1.
- E1.2 Part-time employees are required to work the number of hours agreed between the employee and their Manager in accordance with clause E2.

E2 Regular part-time work

- E2.1 The Library is committed to providing opportunities for employees to work on a regular Part-Time basis subject to operational requirements.
- E2.2 A Part-Time employee is one whose regular hours of work are less than 36 hours 45 minutes per week. Part-Time employees will not have Agreed Hours of Duty which require an employee to attend for less than 2 consecutive hours work in any working day.
- E2.3 Remuneration and other benefits for Part-Time employees will be calculated from full-time benefits on a pro rata basis according to the Agreed Hours of Duty, apart from those allowances of a reimbursable nature, where Part-Time employees will receive the same amount as Full-Time employees.
- E2.4 The Director-General will consider requests from employees for regular part-time work, a change in part-time hours, or a change to full-time hours. The request may be either for a specified period of time with automatic reversion on expiry of the nominated period, or ongoing. Approval will be subject to operational requirements. Where the Director-General does not approve a request the employee will be provided with the reasons for rejection in writing.
- E2.5 The Director-General may initiate the introduction of Part-Time employment. A Full-Time employee will not be required to convert to Part-Time hours without his/her agreement.
- E2.6 An employee returning to duty from Maternity Leave will, on application by the employee, be given access to part-time employment.

E3 Working patterns

- E3.1 The pattern by which employees will work is a matter for agreement between Supervisors and employees. The Attendance Policy provides details on how working patterns are to administered. However, an employee will:
- a. not normally work more than 10 hours on any working day (either under flextime or Overtime);
 - b. not work more than five consecutive hours without a rest break of at least 30 minutes; and
 - c. except in exceptional circumstances, have a minimum break of 8 consecutive hours, plus reasonable travelling time, between any 2 consecutive working days.
- E3.2 Hours worked by employees will contribute to an employee's flextime balance, unless approved as Overtime under clause E6.1. Employees may work a normal flextime week between 7:00 a.m. and 9:00 p.m. Monday to Friday, subject to operational requirements of the Library and the agreement of the employee's Supervisor.
- E3.3 Hours worked by Rostered Employees will contribute to the Rostered Employee's Flextime balance, unless approved as Overtime under clause E6.1. Rostered Employees may work an ordinary flextime week between 7:00 a.m. and 9:00 p.m. Monday to Friday, and 8:00 am to 5:00 p.m. Saturday and Sunday, subject to operational requirements and the agreement of the Rostered Employee's supervisor.

E4 FLEXIBLE WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES

- E4.1 Executive Level employees will be on duty and available in accordance with achieving agreed outcomes, and at other times dictated by workload or Government needs. Executive Level employees will not have access to flextime arrangements but may be entitled to time off in lieu. The Attendance Policy provides details on how Executive Level time off in lieu is to be administered.

E5 Flextime

- E5.1 Flextime applies to all Library employees, with the exception of employees whose actual classification is Executive Level 1 or higher or who are employed on an Irregular or Intermittent basis. The Attendance Policy provides details on how Flextime is to be administered
- E5.2 Under flextime, employees may choose what times they start and finish work subject to clauses E3.2 and E3.3 and the operational requirements of the Library and the agreement of the employee's Supervisor.
- E5.3 The flextime settlement period is 40 working days.(i.e. 4 fortnights).
- E5.4 Flextime leave may only be granted for the equivalent of 6 working days in the settlement period. Employees also have the option of taking 3 days consecutively subject to the operational requirements of the work area.
- E5.5 Approval of flextime leave will only be granted subject to the operational requirements of the work area and prior approval of the Supervisor. Flextime leave should only be granted

where employees are in flextime credit. This will not prevent employees going into flextime debit as a result of an absence.

- E5.6 The maximum flextime credit which employees may carry over at the end of the 40-day settlement period is 25 hours. The maximum debit that may be carried over at the end of the 40-day settlement period is 10 hours. These credit/debit figures will be set for Part-Time employees on a pro-rata basis. Employees will each day record their actual time of commencing and ceasing work and any breaks. The method of recording will be agreed between the employee and his/her Supervisor. Supervisors must ensure that flextime records are maintained for all employees classified at the APS 1 to 6 level.
- E5.7 If employees fail to comply with the flextime provisions, the Director-General has the authority to revert employees to working during the following hours for a period (but not indefinitely):
- a. Full-time employees - 7 hours 21 minutes per day between the hours specified in clauses E3.2 and E3.3; or
 - b. Part-Time employees - the Agreed Hours of Duty.
- E5.8 **Where an employee has an excess flextime debit** (i.e. over the set limit) at the end of the settlement period, the excess hours should be acquitted as Other Leave (without pay). The use of annual leave to acquit flextime debits is not permitted, as annual leave is intended to give employees a reasonable period away from work.
- E5.9 An excess flextime credit may be carried over with the approval of the Supervisor but it is expected that the excess credit would be acquitted during the following settlement period.
- E5.10 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to set hours as set out under clause E5.7.
- E5.11 Employees should take their flextime credits as flextime leave before ceasing employment with the Library, and Supervisors will ensure employees are provided every reasonable opportunity to achieve this.
- E5.12 On cessation with the Library an outstanding flextime credit will be cancelled, and an outstanding flextime debit will be deducted as Other Leave (without pay). On commencement with the Library, the employee will commence with a nil flextime balance.
- E5.13 Additional flexible arrangements, such as ongoing 4 day working week or working from home arrangements, may be approved by the Director-General where requested by an employee. Where the Director-General decides not to approve an employee's request for additional flexible arrangements, the Director-General will advise the employee in writing of the reason for the decision.

E6 Paid Overtime

- E6.1 Time worked in addition to the employee's standard hours (or in the case of part-time employees, their Agreed Hours of Work) will be paid as Overtime where the employee has the prior approval of the Director-General and the employee's claim has been certified as being correct by an appropriate person subject to the following:

- a. **Overtime** will not contribute to an employee's flextime credit;
- b. **Minimum payment.** Where an employee has approval to work Overtime, and such Overtime is not continuous with ordinary duty, the minimum payment of Overtime for each separate attendance will be 2 hours at the rate prescribed in clause E6.1(e);
- c. **Multiple attendances.** Where more than one attendance is involved, the minimum Overtime provision will not operate to increase an employee's Overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance;
- d. **Rest periods disregarded.** For the purposes of determining whether an attendance for Overtime is or is not continuous with ordinary duty or is or is not separate from other duty, rest periods will be disregarded;
- e. **Rates of payment.** Overtime will be paid at the following rates:
 - i. **Monday to Saturday.** One and a half times the Normal Rate of Pay;
 - ii. **Sunday.** Double the Normal Rate of Pay; and
 - iii. **Public Holidays.** Two and a half times the Normal Rate of Pay. Overtime on a public holiday not in excess of the Full-Time Working Week will be paid at one and a half times the Normal Rate of Pay additional to the payment for the holiday;
- f. **Time off in Lieu.** With the approval of the Director-General, an employee may elect to take time off in lieu, in place of payment, at one and a half times the hours worked;
- g. **Additional Duty in Alternate Work Area.** Where an employee agrees to work Overtime:
 - i. in an area that it is not their normal work area; and
 - ii. the work being performed is classified at a different level to that of their current duties;remuneration for the Overtime will be paid at the minimum point in the salary range of the classification of the work being performed;
- h. **Duty over midnight.** Where an Overtime attendance, not continuous with ordinary duty, involves duty before and after midnight, the minimum payments provision of this clause E6.1(b) will be satisfied when the total payment for the whole attendance equals or exceeds the minimum payment applicable to one day. Where a higher rate for Overtime applies to one of the days, the minimum payment will be calculated at the higher rate; and
- i. **Executive Level 1 and 2 employees** will only be eligible to work Overtime where the Director-General has approved their job as being:
 - i. a specialised job requiring skills not readily available in the Library; and
 - ii. a job requiring ongoing access to Overtime in order to allow the Library's objectives to be achieved.

- E6.2 Where an employee works Overtime and will not have a minimum break of 8 consecutive hours, plus reasonable travelling time, between the day on which Overtime is worked and the next working day, then:
- a. the employee will be allowed to leave work after such Overtime for a period of 8 consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay or other entitlements for ordinary working time occurring during the employee's absence; or
 - b. if the employee is required to resume or continue work on the instruction of the Director-General, without having had 8 consecutive hours off duty, plus reasonable travelling time, the employee:
 - i. will be paid at double the Normal Rate of Pay (for time worked) until the employee has had 8 consecutive hours off duty plus reasonable travelling time; and
 - ii. will not suffer any loss of pay or other entitlements for ordinary working time during the employee's absence.
- E6.3 Where an employee who is receiving a restriction allowance under clause d is required to perform duty:
- a. but is not required to be recalled to work, the employee will be paid Overtime in accordance with clause E6.1, subject to a one hour minimum payment.
 - b. at a place of work, the employee will be paid Overtime in accordance with clause E6.1, subject to a 2 hour minimum payment.

PART F LEAVE

F1 Leave arrangements - portability of accrued leave entitlements

- F1.1 Provided there is no break in continuity of service, all existing accrued annual and personal/carer's leave (however described) will be recognised for new employees who join the Library on or after lodgement of this Agreement from:
- a. an employer staffed under the PS Act;
 - b. an employer staffed under the *Parliamentary Service Act 1999* (Cth); or
 - c. an employer staffed under the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994* (Cth).
- F1.2 For the purposes of clause F1.1, "continuity of service" has the same meaning as in section 12 of the Long Service Leave Act.
- F1.3 The Director-General may recognise existing accrued personal/carer's leave (however described) for new employees who join the Library from other public sector organisations.

F2 Annual leave

- F2.1 **Entitlement.** Full-time employees will accrue 20 days paid annual leave each year.
- F2.2 Employees whose normal working pattern requires them to work Tuesday to Saturday will accrue 4 additional days annual leave for each full year worked.

- F2.3 **Crediting.** Annual leave accrues and will be credited to employees at the end of each pay fortnight. Employees absent on leave without pay that does not count as service for annual leave purposes for the whole of a pay fortnight, will not accrue or be credited with annual leave for that fortnight.
- F2.4 **Cashing out of annual leave.** Consistent with the provisions of the WR Act, the Director-General may approve a written application by an employee to cash out annual leave of up to 10 days as a lump sum on the following basis:
- a. the employee has already used a minimum of 15 days annual leave, pro-rata for part-time employees, in the current calendar year;
 - b. the minimum application to cash out annual leave is 5 consecutive days, pro-rata for part-time employees; and
 - c. the employee will be paid their Normal Rate of Pay in lieu of the amount of annual leave cashed out by the employee unless the employee has been in receipt of performance allowance for a continuous period in excess of 12 months, in which case the employee will be paid at their Normal Rate of Pay plus the performance allowance.
- F2.5 **Part-time employees.** Pro-rata figures for the purposes of clause F2.4 will be based on the Approved Hours of Work at the time of application.
- F2.6 **Approval.** Annual leave is subject to the approval of the Director-General and counts as service for all purposes.
- F2.7 **Excessive accumulated annual leave.** Employees are responsible for ensuring that they use an adequate amount of annual leave each year. Consistent with the provisions of the WR Act, if an employee has more than 40 days accrued annual leave (pro-rata based on the Agreed Hours of Duty for part-time employees) at any time, the Director-General may, on 4 weeks' notice to the employee, direct the employee to take up to one quarter of the employee's accrued annual leave.
- F2.8 **Leave of less than one day.** Annual leave may be used for absences of less than one day.
- F2.9 **Payment on Separation.** Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave calculated up to the day of cessation.
- F2.10 Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- F3 Personal/carer's leave**
- F3.1 **Entitlement.** Subject to clause F3.4, ongoing and non-ongoing employees will accrue 18 days paid personal/carer's leave each year.
- F3.2 In addition to the entitlement set out in clause F3.1, upon commencement of employment, all full-time ongoing employees will be credited with 18 days paid personal/carer's leave.
- F3.3 In addition to the entitlement set out in clause F3.1, non-ongoing employees who are subsequently engaged on an ongoing full-time basis will be credited with 18 days paid personal/carer's leave upon commencement of their ongoing employment.

- F3.4 An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1998* (Cth) for more than 45 weeks will accrue paid personal/carer's leave on a pro-rata basis based on the hours worked.
- F3.5 **Crediting.** Personal/carer's leave accrues and will be credited to employees at the end of each pay fortnight. Employees absent on leave that does not count as service for personal/carer's leave purposes for the whole of a pay fortnight, will not accrue or be credited with personal/carer's leave during that fortnight.
- F3.6 **Taking personal/carer's leave.** Personal/carer's leave may be taken by an employee:
- a. because of a personal illness, or injury, of the employee;
 - b. to provide care or support to a member of the employee's Immediate Family or Household member who requires care or support because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.
- F3.7 Personal/carer's leave may be used for whole or part days. Where practicable, the employee must give notice prior to the absence of the intention to take personal/carer's leave, or otherwise notify of such absence as soon as reasonably practicable.
- F3.8 An employee may apply to the Director-General for approval to use part of their personal/carer's leave in respect of any other personal circumstances if such an arrangement provides the employee with a more favourable outcome than the Standard. The Leave Policy provides details on how personal/carer's leave is to be administered.
- F3.9 **Accumulation.** Unused personal/carer's leave will accumulate, but will not be cashed out under any circumstances including upon separation.
- F3.10 **Unpaid personal/carer's leave.** Subject to clause F3.12, if an employee has exhausted his/her available paid personal/carer's leave credits, the employee will be granted:
- a. unpaid personal leave for use in respect of personal illness, or injury, of the employee; and
 - b. unpaid carer's leave of up to 2 days for each occasion when a member of the employee's Immediate Family or Household member requires care or support during that period because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.
- F3.11 **Evidence.** The Director-General may require satisfactory evidence for a period of personal/carer's leave. Employees will be given advance notice of the requirement for evidence.
- F3.12 **Maximum period of continuous personal/carer's leave.** The maximum period of continuous personal/carer's leave that may be taken will be 78 weeks of which no more than 52 weeks will be paid leave, unless the employee has accrued more than 52 weeks paid personal/carer's leave in which case the employee may be granted that period of paid personal/carer's leave. Unpaid personal/carer's leave does not count as service for any purpose, except long service leave.
- F3.13 **Termination on invalidity grounds.** An employee will not, without their consent, be retired on invalidity grounds before personal/carer's leave credits have expired.

F3.14 **Annual leave.** The Director-General may, where an employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence, approve the use of personal/carer's leave. The employee's annual leave will be re-credited to the extent of the period of personal/carer's leave granted.

F3.15 **Maternity Leave.** An employee will not be entitled to paid personal/carer's leave during a period of paid leave under the Maternity Leave Act, including any extended period under clause F6.1.

F4 Compassionate Leave

F4.1 Consistent with the provisions of the WR Act, an employee is entitled to a period of up to 2 days paid compassionate leave for each occasion when a member of the employee's Immediate Family or Household:

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

F4.2 Compassionate leave may be taken as a single, unbroken period of 2 days, 2 separate periods of 1 day, or as otherwise approved by the Director-General.

F4.3 **Evidence.** The Director-General may require satisfactory evidence for a period of compassionate leave. Employees will be given advance notice of the requirement for evidence.

F5 Long service leave

F5.1 The Director-General may approve applications for long service leave of 7 calendar days or more provided the period does not exceed the employee's long service leave credit at that time and does not result in a greater entitlement than under the Long Service Leave Act.

F6 Maternity leave

F6.1 An employee who is entitled to paid maternity leave under the Maternity Leave Act may elect in advance to take that leave at half pay up to a maximum of 24 weeks. The additional leave beyond the 12 weeks provided in the Maternity Leave Act will not count as service for any purpose.

F6.2 An employee who is entitled, under the Maternity Leave Act, to 12 weeks paid maternity leave will be granted a further 2 weeks paid maternal leave, which may be taken at half pay over a period of up to 4 weeks. If an employee elects to take maternal leave at half pay, the additional leave beyond the 2 weeks will not count as service for any purpose.

F7 Supporting partners leave

F7.1 Employees are entitled to 5 days paid supporting partner's leave within 60 days of the birth or adoption of a dependent child. An employee may elect to take paid supporting partner's leave at half pay over a period of up to 10 days paid supporting partner's leave

counts as service for all purposes. However, the additional leave beyond the 5 days provided in this clause F7 will not count as service for any purpose.

F7.2 Employees are entitled to unpaid parental leave in accordance with the WR Act.

F8 Adoption leave

F8.1 An employee, who is the primary care giver of an adopted child, will be entitled to paid leave for the purposes of adopting the child as follows:

- a. a period of 14 continuous weeks where the child is under 12 months of age at the date of placement;
- b. a period of 7 continuous weeks where the child is aged between 12 months and 2 years at the date of placement; or
- c. a period of 10 continuous days where the child is aged between 2 years and 5 years at the date of placement.

F8.2 The adopted child must not be a child or step-child of the employee or the employee's partner. This period of leave will be reduced by any period of paid supporting partner's leave provided under clause F7.1.

F8.3 An employee may elect in advance to take adoption leave provided under clause F8.1 at half pay. The additional leave beyond the period specified in clause F8.1 will not count for service for any purpose.

F8.4 Employees are entitled to unpaid adoption leave in accordance with the WR Act.

F9 Miscellaneous leave

F9.1 The Director-General may approve leave, either with or without pay, for a variety of purposes. The Leave Policy provides details on how miscellaneous leave is to be administered.

F9.2 Miscellaneous leave will be granted having regard to the operational needs of the Library, including for a purpose that the Director-General considers to be in the interests of the APS.

F9.3 Miscellaneous leave may be granted under this clause F9:

- a. for the period requested or for another period;
- b. with or without pay; and
- c. subject to conditions.

F9.4 Where leave is refused the Director-General will advise the employee in writing of the reason for the decision.

F10 Defence reservists

F10.1 The Director-General may grant an employee Defence reserve leave, with or without pay, to enable the employee to fulfil Reserve or full time Australian Defence Force (ADF)

obligations. The Leave Policy provides details on how Defence reserve leave is to be administered.

F11 Purchased leave

- F11.1 The Library will consider an annual request from employees to arrange in advance to purchase additional leave during a calendar year. The length and time of leave purchased will be subject to agreement between the employee and the Director-General. In extenuating circumstances the Director-General may agree to more than one such request in a year.
- F11.2 In extenuating circumstances the Director-General will agree to a request from an employee to cancel the purchased leave arrangement and return deductions made for purchased leave not yet taken.
- F11.3 If an employee takes advantage of purchased leave arrangements, the value of the additional leave will be deducted from his/her fortnightly salary in instalments over a maximum period of twenty-six pay periods or a lesser period as requested by the employee.
- F11.4 Approved leave under clause F11.1 must be taken by 31 December in the calendar year in which it is purchased and the leave will count as service for all purposes.
- F11.5 **Leave of less than one day.** Purchased leave may be used for absences of less than one day.

F12 Study leave and study assistance

- F12.1 The *Study Provisions For Staff Policy* provides details on how study leave and study assistance is to be administered. Financial assistance may be approved of up to \$500 per semester for reimbursement of course fees or student contribution paid up front, upon successful completion of an approved unit/course.

F13 Public Holidays

- F13.1 An employee will observe a public holiday where the Commonwealth notifies that day in the Gazette, or where a State or Territory Government Gazettes a public holiday and the employee works in that State or Territory.

PART G ALLOWANCES AND REIMBURSEMENTS

G1 General Allowances and Reimbursements

- G1.1 The Allowances and Reimbursements Policy provides details on how allowances and reimbursements are to be administered.
- G1.2 Certain employees are entitled to the following allowances:
- a. Community Language Allowance:
 - i. Language aid: \$844 per annum; or
 - ii. Paraprofessional interpreter: \$1,686 per annum;

- b. First Aid Allowance:
 - i. Certificate of the St. John's Ambulance Association, or equivalent : \$21.67 per fortnight;
 - ii. Certificate re-examination of the St. John's Ambulance Association, or equivalent: \$23.32 per fortnight; or
 - iii. Medallion of the St. John's Ambulance Association, or equivalent: \$28.49 per fortnight;
- c. Motor Vehicle Allowance: the amount per kilometre travelled as specified in Part 2 of Schedule 1 of the *Income Tax Assessment Regulations 1997*; and
- d. Restriction Allowance:
 - i. week days: \$3.00 per hour; and
 - ii. Saturday, Sunday or public holiday: \$3.00 per hour plus \$10.00 per day.

G1.3 Certain employees may be entitled to the following reimbursements:

- a. books and equipment (cadets only): up to \$440 per year;
- b. compulsory fees incurred in the course of their studies (cadets only);
- c. relocation costs;
- d. financial planning and budgeting advice: up to \$110 per annum;
- e. flu vaccination;
- f. travel allowance;
- g. consumable office supplies and equipment maintenance; and
- h. loss or damage to clothing or personal effects.

G2 PERFORMANCE ALLOWANCE

G2.1 The rate of performance allowance payable shall be determined according to the following guidelines:

- a. where an employee carries out all the duties of a higher classification the employee will be paid an allowance equal to the difference between the employee's own rate of pay and the pay the employee would receive if promoted to the higher classification; or
- b. where the employee does not carry out all the duties of a higher classification the Director-General may determine the classification level at which the employee is to be paid, and the conditions under which the employee is to be paid.

G2.2 **Vacancies at Executive Level 2 and below**

- a. Performance allowance will be paid to an employee, carrying out duties in a job classified at **Executive Level 2** or below, for each period of 3 weeks or more during which the employee carries out the duties of a job at a higher classification.

- b. Where any period of temporary performance carrying out the duties of a job at a higher classification equals or exceeds 3 weeks, then performance allowance will be paid retrospectively for the first 3 weeks of temporary performance.

G2.3 Vacancies at Senior Executive Service levels

- a. Where employees are required to temporarily perform work in Senior Executive Service jobs for 3 weeks or more, the Director-General will determine the appropriate remuneration for the period of temporary higher performance.
- b. Performance allowance in a Senior Executive Service classification will subsume all allowances which would otherwise have formed part of an employee's salary.
- c. Where any period of temporary performance carrying out the duties of a job at a higher classification equals or exceeds 3 weeks, then performance allowance will be paid retrospectively for the first 3 weeks of temporary performance.
- d. Access to other Senior Executive Service conditions is at the discretion of the Director-General.

PART H PARTICIPATIVE WORK PRACTICES

H1 Consultation

- H1.1 The Library is committed to consulting with employees in relation to matters about the application or implementation of this Agreement that affect them.
- H1.2 Matters about the application or implementation of this Agreement will be discussed in a spirit of cooperation and trust to ensure that employees not only receive information on matters that affect them, but also have an opportunity to contribute their views on those matters. An employee, or where they choose their representative, may at any time, raise matters directly with the employee's Supervisor or Manager.
- H1.3 The Library will have a Consultative Committee to consult with employees, or where they chose their chosen representatives.
- H1.4 The Consultative Committee membership will comprise 5 management and up to 11 staff representatives. It will meet at least 4 times each year.

PART I Dispute Settlement Procedure

I1 Initial attempts to resolve

- I1.1 Where disagreements arise over the application, interpretation or implementation of this Agreement, work will continue in accordance with established custom and practice at the workplace while the procedure outlined below is applied. Subject to relevant provisions of the *Occupational Health and Safety (Commonwealth Employment) Act 1991*, the employee(s) must comply with a direction by his/her employer to perform available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee(s) to perform.
- I1.2 More specifically, where such disagreements arise, the following procedure will apply:

- a. the employee(s) and his/her Supervisor will meet and confer on the matter. In circumstances where the matter may relate to the behaviour or actions of that immediate Supervisor and it would be inappropriate to discuss the matter at that level, the employee(s) may discuss the matter at the next level of management; and
- b. if the matter is not resolved at such a meeting, the parties to the dispute will arrange further discussions involving more senior levels of management (as appropriate); and
- c. a manager may refer the matter to the appropriate level of management in circumstances where that level of management has been by-passed by the employee(s).

I2 Dispute Settlement Procedures

- I2.1 Attachment B to this document sets out how any dispute about the application, interpretation or implementation of this Agreement that is not resolved in accordance with clause I1 will be dealt with.

PART J REDUNDANCY PAY AND NOTICE OF TERMINATION

J1 Overview

- J1.1 Clauses J1.1 to J6.8 of this Agreement only apply to ongoing employees not on probation.

- J1.2 **Excess employee.** An employee is an excess employee if:

- a. the employee is included in a class of employees employed in the Library, which class comprises a greater number of employees than is necessary for the efficient and economical working of the agency;
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Library or structural or similar changes in the nature, extent or organisation of the functions of the Library; or
- c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director-General has determined that the provisions of this clause apply to that employee.

- J1.3 Should an employee become excess to the requirements of the Library, the employee may be terminated from the APS by the Director-General under section 29 of the PS Act having regard to the process set out in this Part J.

J2 Consultation process

- J2.1 When the Director-General is aware that an employee(s) is likely to become excess, the Director-General will arrange for the employee(s), or if requested by the employee(s), their representative(s), to be advised of the situation.

- J2.2 Discussions with the potentially excess employee(s), or their representative(s) if requested by the employee(s), will be held to consider:

- a. redeployment opportunities for the employee(s) concerned; and

b. whether voluntary retrenchment may be appropriate.

J2.3 The potentially excess employee(s) will have one month for the discussions set out in clause J2.2, except where the parties to the consultation process agree on a lesser period.

J2.4 The Director-General may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary termination, where those terminations would permit the redeployment of employees who are potentially excess.

J3 Voluntary retrenchment

J3.1 Where the Director-General invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The offer of voluntary retrenchment will be made only once to an excess employee. The Director-General will not give notice of termination under section 29 of the PS Act 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).

J3.2 At the commencement of that month the employee must be given information on the amount of severance pay, pay in lieu of notice and paid up leave credits, and the Library will facilitate access to information about superannuation contributions. The Library will provide financial assistance up to \$330, or a higher amount if considered appropriate by the Director-General, for employees seeking financial advice.

J4 Period of notice

J4.1 Where the employee agrees to be voluntarily retrenched, the Director-General can approve the employee's termination under section 29 of the PS Act and upon approval will give the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service).

J4.2 Where an employee is terminated or is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

J4.3 **Time off during notice period:** An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.

J4.4 **Expenses:** Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

J4.5 **Entitlement:** An excess eligible employee who agrees to be voluntarily retrenched and whose employment is terminated by the Director-General under section 29 of the PS Act will be entitled to be paid redundancy pay of a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.

J4.6 **Minimum and maximum payments:** The minimum sum payable as redundancy pay on termination will be 4 weeks salary and the maximum will be 48 weeks salary.

- J4.7 **Pro-rata entitlement:** Redundancy pay will be calculated on a pro-rata basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.
- J4.8 **Service for Redundancy pay purposes:** For the purpose of calculating an entitlement in accordance with clause J4.5:
- a. service in an agency;
 - b. Government service as defined in section 10 of the Long Service Leave Act;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Forces;
 - e. APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
 - f. service in another organisation where:
 - i. an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - ii. an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
 - iii. such service is recognised for long service leave purposes.
- J4.9 Service not to count as service for redundancy pay purposes:
- a. any period of service which ceased through termination on the following grounds:
 - i. the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - ii. non-performance, or unsatisfactory performance, of duties;
 - iii. inability to perform duties because of physical or mental incapacity;
 - iv. failure to satisfactorily complete an entry level training course;
 - v. failure to meet a condition imposed under subsection 22(6) of the PS Act;
 - vi. breach of the APS Code of Conduct;
 - vii. any other ground prescribed by the Public Service Regulations; or
 - viii. on a ground equivalent to those in clause J4.9(a) under the repealed *Public Service Act 1922*;
 - b. any period of service which ceased through voluntary termination at or above the minimum retiring age applicable to the employee; or
 - c. any period of service which ceased with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit.

- J4.10 **Earlier periods of service:** For earlier periods of service to count there must be no breaks between the periods except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- J4.11 **Absences during a period of service:** Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.
- J4.12 **Rate of payment - redundancy pay:** For the purposes of calculating any payment under clause J4.5, "salary" will include:
- a. the employee's full-time salary, adjusted on a pro-rata basis for periods of part-time service;
 - b. for an allowance to be included as salary for redundancy pay purposes it will have been paid during periods of annual leave and on a regular basis and not be a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty; and
 - c. Performance allowance payments are to be included in salary where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.
- J4.13 **Reduction in classification:** Where the Director-General proposes to reduce an excess employee's classification either:
- a. the employee will be given the same period of notice as the employee would have been entitled to receive if the employment had been terminated; or
 - b. the employer may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with clause J4.12.

J5 Involuntary retrenchment

- J5.1 If an excess employee does not elect to accept an offer of voluntary redundancy under clause J3.1, the employee will be subject to involuntary retrenchment.

J6 Retention periods

- J6.1 Unless the employee agrees, an excess employee will not be involuntarily terminated by the Director-General under section 29 of the PS Act until the following retention periods have elapsed:
- a. 13 months where an employee has 20 or more years of service or is over 45 years of age; or

b. 7 months for other employees.

J6.2 The retention period will commence on the earlier of the following:

- a. the day the employee is advised in writing by the Director-General that he/she is an excess employee; or
- b. one month after the day on which the Director-General invites the employee to elect to be retired.

J6.3 During the retention period the Director-General:

- a. will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- b. may, with 4 weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at his/her previous level for the balance of the retention period.

J6.4 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where those expenses are not met by the prospective employer.

J6.5 The Director-General may extend the retention period under clause J6.1 to enable completion of an approved placement.

J6.6 Where the Director-General believes there is insufficient productive work available for an excess employee during the retention period and the Director-General is satisfied that termination is appropriate he/she may, with the agreement of the employee, terminate the employee under section 29 of the PS Act and pay the balance of the retention period as a lump sum.

J6.7 An excess employee will not be terminated involuntarily if the employee has not been invited to elect to be terminated.

J6.8 An excess employee will be given the prescribed period of notice under the WR Act. The prescribed period of notice will as far as practicable be concurrent with retention periods.

PART K INTERPRETATION**K1 Definitions**

K1.1 For the purposes of this Agreement the following definitions apply:

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|--|---|
| ADR Provider | means any body or person other than the AIRC that the parties to a dispute agree to refer the dispute to in accordance with clause L2 of Attachment B to this Agreement; |
| Agency | means an Agency as defined in the PS Act. |
| Agreed Hours of Duty | means a part-time employee's hours of duty approved by the Director-General under clause E2. |
| Agreement | means the <i>National Library Collective Agreement 2007-2010</i> . |
| AIRC | means the Australian Industrial Relations Commission; |
| Alternative Dispute Resolution Process | means the alternative dispute resolution process set out in clause L2 of Attachment B to this Agreement; |
| APS | stands for the Australian Public Service. |
| Child | unless the context otherwise requires, includes: <ol style="list-style-type: none">an adopted child;a stepchild;an ex-nuptial child; andan adult child. |
| Delegate | means a person authorised to be a delegate of the Director-General under section 17 of the <i>National Library Act 1960</i> (Cth). |
| Dependent | in relation to an employee means: <ol style="list-style-type: none">a Partner, ora Child, parent or ward of the employee, or of the Partner of the employee, being a Child, parent or ward who ordinarily resides with the employee and who is wholly or |

| | |
|------------------------------------|--|
| | substantially dependent upon the employee. |
| Director-General | means the Director-General of the National Library of Australia as established under section 17 of the <i>National Library Act 1960</i> (Cth). |
| Executive Level employee | means an employee occupying a job classified as: <ol style="list-style-type: none">Executive Level 1, orExecutive Level 2. |
| Further Dispute Resolution Process | means the alternative dispute resolution process set out in clause L3 of Attachment B to this Agreement; |
| Household | includes: <ol style="list-style-type: none">Immediate Family; andthe people residing with the employee, although not necessarily dependent on the employee. |
| Immediate Family | the following are members of an employee's immediate family: <ol style="list-style-type: none">Partner, Child, parent, grandparent, grandchild, guardian, ward or sibling of the employee; anda Child, parent, grandparent, grandchild or sibling of a Partner of the employee. |
| Library | means the National Library of Australia. |
| Long Service Leave Act | means the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> (Cth). |
| Manager | means the person responsible for the operation of the Division, Branch or Section in which the employee works. |
| Maternity Leave Act | means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> (Cth). |
| Normal Rate of Pay | means $(\text{Annual Salary} \times 12) / 313 / 73.5 = \text{hourly rate}$. |
| Overtime | means paid time worked in addition to the normal paid working |

week which has prior approval of the Director-General and where the time claimed has been certified as being correct by an appropriate officer. Any such Overtime will be paid at the rates set out in clause E6.1 of this Agreement.

Partner

means:

- a. a husband or wife (or former husband or wife) of the employee;
- b. a de facto partner (or former de facto partner), without discrimination as to sexual preference, of the employee.

PS Act

means the *Public Service Act 1999* (Cth).

Representative

means in relation to an employee, a person chosen by the employee as his/her representative, which may include another employee, a representative from the unions listed in subclause A1.1 or any other person of their choice.

Rostered Employee

means an employee whose name appears regularly on a roster as part of her/his normal duties, which include weekend and evening work.

Salary

means the employee's rate of salary (in accordance with the salary rates at Attachment A) will be salary for all purposes. Participation in purchased leave arrangements or other relevant arrangements will not affect salary for these purposes unless specified.

Standard

means the Australian Fair Pay and Conditions Standard set out in Part 7 of the WR Act.

Supervisor

means the person responsible for directing the work of the employee.

Supported Wage System

has the same meaning as under the WR Act.

WR Act

means the *Workplace Relations Act 1996* (Cth).

Formal Acceptance of This Agreement

This Agreement is made pursuant to section 328 of the WR Act. It is an agreement between the Library, the Community and Public Sector Union and the Media, Entertainment and Arts Alliance.

| | |
|---|-------|
| Ms Jan Fullerton Director-General National Library of Australia | |
| Date | |

| | |
|--|-------|
| Ms Margaret Gillespie Assistant National Secretary Community and Public Sector Union | |
| 40 Brisbane Ave Barton ACT 2600 | |
| Date | |

| | |
|--|-------|
| Mr Michael White ACT Branch Secretary Media, Entertainment and Arts Alliance | |
| 40 Brisbane Ave Barton ACT 2600 | |
| Date | |

ATTACHMENT A – Salary table**Table 1: Cadets and Graduates**

| CLASSIFICATION | A: On lodgement | B: 12 months from lodgement | C: 24 months from lodgement |
|-----------------------------|------------------------|------------------------------------|------------------------------------|
| Cadet APS | | | |
| Undertaking full time study | | | |
| under 18 years | \$11,658 | \$12,125 | \$12,610 |
| at 18 years | \$13,602 | \$14,146 | \$14,712 |
| at 19 years | \$15,740 | \$16,370 | \$17,025 |
| at 20 years | \$17,684 | \$18,392 | \$19,127 |
| Adult C APS.1 | \$19,432 | \$20,210 | \$21,018 |
| C APS.2 | \$20,114 | \$20,918 | \$21,755 |
| In practical training | | | |
| under 18 years | \$20,454 | \$21,272 | \$22,123 |
| at 18 years | \$23,865 | \$24,819 | \$25,812 |
| at 19 years | \$27,614 | \$28,719 | \$29,867 |
| at 20 years | \$31,022 | \$32,263 | \$33,554 |
| Adult APS1.1 | \$34,091 | \$35,455 | \$36,873 |
| Graduate | | | |
| GRAD 1.1 | \$43,945 | \$45,703 | \$47,531 |
| GRAD 1.2 | \$45,106 | \$46,910 | \$48,786 |
| GRAD 1.3 | \$46,265 | \$48,116 | \$50,041 |
| GRAD 1.4 | \$47,431 | \$49,329 | \$51,302 |
| GRAD 1.5 | \$48,471 | \$50,410 | \$52,427 |

Table 2: Operational Classifications

| CLASSIFICATION | A: On lodgement | B: 12 months from lodgement | C: 24 months from lodgement |
|-----------------------|------------------------|------------------------------------|------------------------------------|
| APS Level 1 | | | |
| under 18 years | \$20,454 | \$21,272 | \$22,123 |
| at 18 years | \$23,865 | \$24,819 | \$25,812 |
| at 19 years | \$27,614 | \$28,719 | \$29,867 |
| at 20 years | \$31,022 | \$32,263 | \$33,554 |
| 1.1 | \$34,091 | \$35,455 | \$36,873 |
| 1.2 | \$35,289 | \$36,701 | \$38,169 |
| 1.3 | \$36,483 | \$37,943 | \$39,460 |
| 1.4 | \$37,678 | \$39,185 | \$40,753 |

Table 2: Operational Classifications (Continued)

| CLASSIFICATION | A: On lodgement | B: 12 months from lodgement | C: 24 months from lodgement |
|--------------------------|-----------------|-----------------------------|-----------------------------|
| APS Level 2 | | | |
| 2.1 | \$38,583 | \$40,126 | \$41,731 |
| 2.2 | \$39,991 | \$41,591 | \$43,254 |
| 2.3 | \$41,401 | \$43,057 | \$44,780 |
| 2.4 | \$42,784 | \$44,495 | \$46,275 |
| 2.5 | \$43,824 | \$45,576 | \$47,400 |
| APS Level 3 | | | |
| 3.1 | \$43,945 | \$45,703 | \$47,531 |
| 3.2 | \$45,106 | \$46,910 | \$48,786 |
| 3.3 | \$46,265 | \$48,116 | \$50,041 |
| 3.4 | \$47,431 | \$49,329 | \$51,302 |
| 3.5 | \$48,471 | \$50,410 | \$52,427 |
| APS Level 4 | | | |
| 4.1 | \$48,978 | \$50,937 | \$52,974 |
| 4.2 | \$50,390 | \$52,406 | \$54,502 |
| 4.3 | \$51,798 | \$53,870 | \$56,025 |
| 4.4 | \$53,388 | \$55,524 | \$57,745 |
| APS Level 5 | | | |
| 5.1 | \$54,629 | \$56,814 | \$59,087 |
| 5.2 | \$55,726 | \$57,955 | \$60,274 |
| 5.3 | \$56,822 | \$59,095 | \$61,459 |
| 5.4 | \$58,239 | \$60,569 | \$62,991 |
| APS Level 6 | | | |
| 6.1 | \$59,002 | \$61,362 | \$63,817 |
| 6.2 | \$61,923 | \$64,400 | \$66,976 |
| 6.3 | \$64,842 | \$67,436 | \$70,133 |
| 6.4 | \$67,986 | \$70,705 | \$73,533 |
| See Note * 6.5 | \$69,839 | \$72,633 | \$75,538 |
| Executive Level 1 | | | |
| EL1.1 | \$75,462 | \$78,481 | \$81,620 |
| EL1.2 | \$77,477 | \$80,576 | \$83,799 |
| EL1.3 | \$79,492 | \$82,672 | \$85,979 |
| EL1.4 | \$81,499 | \$84,759 | \$88,149 |
| See Note * EL1.5 | \$85,988 | \$89,428 | \$93,005 |
| See Note * EL1.6 | \$90,299 | \$93,911 | \$97,667 |
| Executive Level 2 | | | |
| EL2.1 | \$86,972 | \$90,451 | \$94,069 |
| EL2.2 | \$92,805 | \$96,518 | \$100,378 |
| EL2.3 | \$98,640 | \$102,585 | \$106,689 |
| See Note ** EL2.4 | \$101,945 | \$106,023 | \$110,264 |

Note: Pay points marked * are only available to employees undertaking public affairs duties. The EL2.4 pay point marked ** relates to jobs of a higher work value level in the Executive Level 2 classification.

PART L ATTACHMENT B - DISPUTE SETTLEMENT PROCEDURES**L1 Scope, representation and approach**

- L1.1 This Attachment B sets out how any dispute about the application, interpretation or implementation of this Agreement that is not resolved in accordance with Part I will be dealt with.
- L1.2 Any party to a dispute can choose to be represented in relation to that dispute. If such a choice has been made, the other parties to the dispute will allow the chosen representative to be involved in all the processes set out below.
- L1.3 All parties to a dispute and, where they choose, their chosen representatives will participate in all the processes in good faith.
- L1.4 Each party to a dispute must, at all times, continue to perform their obligations under this Agreement.

L2 Alternative Dispute Resolution Process (Stage 2)

- L2.1 Where a dispute is not resolved after the processes undertaken in accordance with Part I:
- a. a party to the dispute, or where they so choose their chosen representative on their behalf, may apply to the AIRC to conduct an Alternative Dispute Resolution Process in relation to the dispute; or
 - b. the parties to the dispute may agree to refer the dispute to an Alternative Dispute Resolution (**ADR**) Provider who is named on the list of ADR providers maintained by the Australian Industrial Registrar to conduct an Alternative Dispute Resolution Process in relation to the dispute.
- L2.2 The AIRC (or where an ADR Provider has been agreed, the ADR Provider) may conduct any or all of the following alternative dispute resolution processes to assist the parties to the dispute to resolve that dispute:
- a. conferencing;
 - b. mediation;
 - c. assisted negotiation;
 - d. neutral evaluation;
 - e. case appraisal (which may include recommending referral of the matter to another forum or an alternative process which is, in the view of the AIRC (or where an ADR Provider has been agreed, the ADR Provider) more appropriate); or
 - f. conciliation.

- L2.3 In conducting the Alternative Dispute Resolution Process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) may:
- a. arrange for conferences and compulsory conferences between the parties to the dispute;
 - b. convene conferences and compulsory conferences between the parties to the dispute;
 - c. meet with any party to the dispute separately but with the knowledge of the other party to the dispute; and
 - d. (subject to the limits set out in clause L2.4) take such other actions to assist the parties to the dispute to resolve a dispute as the parties to the dispute agree.
- L2.4 In conducting the Alternative Dispute Resolution Process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) cannot:
- a. compel a person to do anything other than compelling them to attend conferences between the parties to the dispute;
 - b. determine the rights or obligations of a party to the dispute;
 - c. make an award in relation to the matter, or matters, in dispute;
 - d. make an order in relation to the matter, or matters, in dispute; or
 - e. appoint a board of reference.
- L2.5 The conduct of the Alternative Dispute Resolution Process by the AIRC (or where an ADR Provider has been agreed, the ADR Provider) must be in accordance with the provisions in relation to privacy set out in section 712 of the WR Act.
- L2.6 The Alternative Dispute Resolution Process is complete if the parties to the dispute agree the dispute is resolved or if a party to the dispute informs the AIRC (or where an ADR Provider has been agreed, the ADR Provider) that the party to the dispute no longer wishes to continue with the Alternative Dispute Resolution Process.
- L2.7 Each party to the Dispute will bear its own costs, including but not limited to, the costs associated with being represented during the Alternative Dispute Resolution Process. However, the Library will bear the costs of engaging an ADR provider to conduct the Alternative Dispute Resolution Process.

L3 Further Dispute Resolution Process (Stage 3)

- L3.1 Where a dispute is not resolved after the Alternative Dispute Resolution Processes a party to the dispute, or, where they choose, their chosen representative on their behalf, may apply to the AIRC to conduct a Further Dispute Resolution Process in relation to the dispute.
- L3.2 Neither a party to the dispute, nor their chosen representative on their behalf, may apply to the AIRC under clause L3.1 to conduct a Further Dispute Resolution Process, and the AIRC will dismiss the dispute and refrain from conducting a Further Dispute Resolution Process, if:

- a. the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;
- b. the application for further dispute resolution is frivolous or vexatious; or
- c. the earlier processes for settlement of the dispute referred to in this Attachment B have not been followed by the affected party to the dispute.

L3.3 In conducting the Further Dispute Resolution Process, the AIRC may:

- a. conduct the processes and undertake the actions referred to in clauses L2.2 and L2.3;
- b. conduct a hearing;
- c. take evidence on oath or affirmation;
- d. summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
- e. compel the production of documents and/or materials that relate to the dispute;
- f. give directions in relation to procedural matters arising in the dispute resolution process;
- g. arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
- h. hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
- i. have recorded and transcribed proceedings before the AIRC; and
- j. (subject to the limits set out in clause L3.4) take such other actions to assist the parties to the dispute to resolve a dispute as the parties to the dispute agree.

L3.4 In conducting the Further Dispute Resolution Process, the AIRC cannot:

- a. make an award in relation to the matter, or matters, in dispute;
- b. make an order in relation to the matter, or matters, in dispute; or
- c. appoint a board of reference.

L3.5 In exercising any of the functions or powers set out in clause L3.3, the AIRC must:

- a. apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
- b. have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
- c. act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form; and
- d. provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.

L3.6 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

L4 Avoiding duplication of dispute resolution processes

L4.1 The AIRC or ADR Provider, will:

- a. refrain from further conducting any Alternative Dispute Resolution Process or Further Dispute Resolution Process; and
- b. dismiss the dispute;

where the initiating party to the dispute has applied, or applies, to have the dispute reviewed by a court or tribunal or under an alternative process and the action may be reviewed under that alternative process or by that court or tribunal.