

Australian National Maritime Museum Enterprise Agreement 2024-2027

8th March 2024

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Section 1: Technical matters

Title

1. This agreement will be known as the Australian National Maritime Museum (ANMM) Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 The Director , for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the ANMM employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent; and
 - 2.3 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:
 - 2.3.1 Community and Public Sector Union (CPSU).

Operation of the agreement

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

Delegations

5. 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

6. 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 ANMM in any respect when compared with the NES.

Closed comprehensive agreement

7. 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.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.

9. 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

10. The ANMM 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:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the ANMM and employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the ANMM and employee.
11. The ANMM must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ANMM must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the ANMM and employee;
 - 12.3 is signed by the ANMM and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;
 - 12.4.3 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
 - 12.5 states the day on which the arrangement commences.
13. The ANMM must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The ANMM or employee may terminate the individual flexibility arrangement:

- 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 14.2 if the ANMM and employee agree in writing – at any time.
15. The ANMM and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

ANMM means the Australian National Maritime Museum

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 Australian National Maritime Museum or the Director's delegate.

Agreement means the Australian National Maritime Museum Enterprise Agreement 2024-2027.

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 employed to work an average of **37 hours and 5 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.

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 it does not include any additional hours.

Official Overtime means when an employee, other than Executives Level 1 and 2 is directed by management, in writing, to undertake work outside the employee's regular work hours or where the employee has worked in excess of 11 hours on the day excluding when staff are "at sea" and being paid a sailing allowance.

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 of 37 hours and 5 minutes per week in accordance with this agreement.

PMP means Performance Management Plan

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.

Time off in Lieu – referred to as TOIL.

Usual location of work refers to the Maritime Museum at 2 Murray Street Pyrmont or Wharf 7, 58 Pirrama Road Pyrmont.

Section 2: Remuneration

Salary

17. Salary rates will be as set out in [Attachment A – Base salaries](#) of this agreement.
18. The base salary rates in [Attachment A – Base salaries](#) include the following increases:
 - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in [Attachment A – Base salaries](#) were calculated based on base salary rates as at 31 August 2023.

Payment of salary

20. 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

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

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

21. Where an employee is engaged, moves to or is promoted in the ANMM, 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.
22. 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.
23. In determining a salary under these provisions, the Director will have regard to a range of factors including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in the ANMM immediately following a period of non-ongoing employment in the ANMM for a specified term or task, 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 ANMM.
25. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the ANMM, 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 ANMM.

26. Where an APS employee moves to the ANMM 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.
27. 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

28. On 1 September each year an employee who is not on the top pay point for their classification may be eligible to advance one salary point within their classification. Consistent eligibility rules for salary progression will include:
 - a. a satisfactory performance rating during the employee's most recent performance review in line with Clause 29; and
 - b. 6 months of aggregate eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Director may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement.
29. 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.
30. 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.
31. 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.
32. 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.
33. Casual employees are not eligible for incremental advancement.
34. An employee may be able to progress two pay points subject to meeting relevant requirements. Further information may be found in the ANMM's performance management policy and guidelines.
35. A common date for incremental advancement will be standardised as 1 September annually after annual PMP review. Discretion will be applied in the first year of the agreement for this date to be varied where the initial period of employment being reviewed is greater than 15 months as at 1 September 2024.

Superannuation

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

39. The ANMM 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.
40. Employer contributions will be made for all employees covered by this agreement.
41. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Overpayments

42. An overpayment occurs if the Director (or the ANMM) 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).
43. Where the Director considers that an overpayment has occurred, the Director will provide the employee with notice in writing. The notice will provide details of the overpayment.
44. 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.
45. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
46. 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.
47. The ANMM and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
48. Interest will not be charged on overpayments.
49. Nothing in clauses 42 to 48 An overpayment occurs if the Director (or the agency) provides an employee with an amount of money to which the employee prevents:
 - a. the ANMM 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 ANMM from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or the ANMM from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Section 3: Allowances and reimbursements

Higher duties allowance

50. 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.
51. 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** .
52. 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.
53. Where an employee is assigned only part of the higher duties, the **Director** will determine the amount of allowance payable.
54. 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.
55. The **Director** may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Allowances

Meal Allowance

56. Where employees work approved overtime outside their regular working hours, and this overtime extends over a meal allowance period, they will be eligible for a meal allowance of \$35.65, or as varied from time to time by an Australian Taxation Office Determination.
57. The meal allowance periods are as follows:
 - 0700 to 0900
 - 1200 to 1400
 - 1800 to 1900
 - 0000 to 0100
58. A meal allowance is not payable where a meal has been provided.

Loss or Damage to Clothing

59. The Director may approve reimbursement of reasonable expenses for loss or damage to clothing or personal effects which occurred in the course of an employee's work.

Extra At Sea Allowance

60. Extra At Sea Allowance will be paid as 1.5 x substantive salary to an Employee for the period they are required to perform duties At Sea that require:
 - a. an average of at least 10 hours' duty per day; and

- b. a total period of more than 24 hours At Sea.
- 61. Extra At Sea Allowance is paid in recognition of an Employee's confinement aboard a vessel and the additional hours of duty an Employee may be required to work.
- 62. The Extra at Sea Allowance is in lieu of flex time or TOIL.
- 63. The parties acknowledge that an Employee may receive Extra At Sea Allowance for only part of the period that they are At Sea, when they are only required to perform duties that require them to work an average of at least 10 hours per day for part of the period they are At Sea. However, when an Employee would otherwise receive the Extra At Sea Allowance, but does not work on a day to manage fatigue extra At Sea Allowance will continue to be paid on that day.
- 64. A Delegate may approve payment of Extra at Sea Allowance for duty At Sea which does not meet the requirements set out in clause 63, having regard to the duty At Sea which is required to be performed, including operational requirements.

Workplace responsibility allowances

- 65. A workplace responsibility allowance will be paid where an agency has appointed or eligible peers elected an employee to one of the following roles:
 - a. First Aid Officer;
 - b. Emergency Warden;
 - c. Health and Safety Representative;
 - d. Harassment Contact Officer;
- 66. An employee is not to receive more than one workplace responsibility allowance unless approved by the Director due to operational requirements.
- 67. The rate will be:

Role	Rate from commencement of the agreement	Rate from 13 As March 2025	Rate from 12 March 2026
Health and Safety Representative Harassment Contact Officer	\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight
Mental Health First Aid Officer			
First Aid Officer Emergency Warden	\$38.73 per fortnight	\$39.72 per fortnight	\$41.07 per fortnight

- 68. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
- 69. The full allowance is payable regardless of flexible work and part-time arrangements.
- 70. An employee's physical availability to undertake the role will be considered by agencies 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, Mental

First Aid Officers and Health and Safety Representatives depending on work group arrangements.

- 71. 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.

Community language allowance

- 72. 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 policy.
- 73. The allowance is paid in accordance with the employee’s level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Director for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
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 .	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 74. The allowance is calculated annually and paid fortnightly.
- 75. The full allowance is payable regardless of flexible work and part-time arrangements.
- 76. The allowance is payable during periods of paid leave.
- 77. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4: Classifications and broadbands

Work Level Standards

78. 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.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

80. Where a consultative committee is in place, the ANMM will report to the ANMM consultative 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 ANMM.

Pathways to permanency

81. The ANMM and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the ANMM 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

82. A casual (irregular or intermittent) employee is defined in the definitions section.
83. A decision to expand the use of casual employees is subject to [consultation section](#) of this agreement.
84. The ANMM 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 consultative committee, where one is in place.
85. 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.
86. 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.

87. 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.
88. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

89. A non-ongoing employee is defined in the definitions section.
90. 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 178](#); and
 - b. redundancy provisions at [clause 91](#).
91. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at [clauses 407 to 413](#) will apply.
92. If the redundancy provisions apply to an employee under [clause 91](#), the agency must adhere to the consultation requirements at [clauses 395-413](#).

Ordinary hours

93. Ordinary working hours are an employee's agreed daily hours of work, which must be worked between 0700 and 1900, (on any day of the week), and must, for full time employees total 148 hours and 20 minutes hours in any four week period, including leave.
94. There will be no deduction of leave credits for the two paid days off between Christmas and New Year's day unless an employee is on leave without pay or long service leave which extends from before Christmas Day until after New Year's Day.
95. If an employee is unable to take the two days off between Christmas and New Year's Day due to the ANMM's operational requirements, the employee will be entitled to take two days at later time agreed with their supervisor.
96. An unpaid meal break of at least 30 minutes must be included after five continuous hours of work. The maximum daily regular hours are 11 hours. An employee will not be required to work more than 10 consecutive days without a day off.
97. An employee may refuse to work additional hours that are determined to be unreasonable as defined in the *Fair Work Act 2009*.
98. An employee's regular hours can be changed by agreement, with the employee's supervisor, to take effect from the next settlement period. Where no agreement is reached, the employee's regular hours will be 0830 to 1230 and 1330 to 1655 on the days of the week that they work.
99. Leave will be credited and debited on the basis of an employee's regular hours.
100. New employees may be recruited on the basis that they work on any day of the week, in a mutually agreed pattern, in accordance with [clauses 93 to 99](#).

Flex for APS 1-6 classifications

101. The flexible working hours scheme, flex-time, is available to ANMM employees occupying positions classified in APS 1 to APS 6 range.
102. The bandwidth for normal working hours is 0700 to 1900 Monday to Sunday. Under the flex-time scheme, subject to the supervisor's approval, an employee may commence and finish work at any time within this bandwidth.
103. Where an employee works more than their regular hours on a day they can accumulate flex credits equivalent to the extra time worked, noting that an employee shall not work more than eleven hours in any one day, and must not work more than five hours without a meal break of at least thirty minutes.
104. Flex debit leave is where an employee, with prior approval of the supervisor, works less than their regular hours on any day, and therefore incurs a flex debit.
105. Employees participating in the flex-time scheme must record their times of attendance on a daily basis, including their flex credits and debits, and submit these records on a weekly basis to their supervisor.
106. The maximum flex credit and flex debit that may be carried forward at the end of each month are 40 hours and 10 hours respectively.
107. Flex credits are not payable on resignation, retirement or termination from the ANMM, and cannot be converted into TOIL however, flex debits will be deducted from final monies.
108. An employee's ability to participate in the flex-time scheme is conditional on the employee's compliance with the conditions and the administration of the scheme.
109. More information regarding the operation of the flex-time scheme may be obtained from Corporate Services.

Executive Level Time Off in Lieu (EL TOIL)

110. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
111. 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 ANMM.
112. 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.
113. 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.
114. 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.

115. 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.
116. 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.
117. TOIL is not payable on resignation, retirement or termination from the ANMM.

Overtime and restriction

118. Overtime is work performed at the direction of management by employees other than Executives Level 1 and 2 outside the employee's regular work hours or where the employee has worked in excess of 11 hours on the day.
119. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. More information regarding the administration of overtime may be obtained from the Human Resources Section.
120. Time spent travelling to or from work will not count as part of an additional duty attendance. There will be a minimum amount of two hours paid for each separate attendance for overtime.
121. Time off in lieu TOIL is the standard form of compensation for all official overtime, subject to the provisions below.
122. Where overtime is performed, TOIL is accumulated at the following rates;
 - a. time and a half for the first three hours and double time thereafter for all overtime, Monday to Saturday, other than public holidays;
 - b. double time for all overtime on Sunday;
 - c. time and a half for all overtime during regular hours on a public holiday; and
 - d. double time and a half for all overtime outside regular hours on a public holiday; and
 - e. time in lieu at single time is applicable where a public holiday falls on an employee's regular day off and they are not required to attend for duty. This does not apply to Easter Saturday.
123. Where an employee has been unable to take the accrued time in lieu within three months, payment of the overtime will be authorised. All efforts should be made by the employee and ANMM to facilitate the taking of TOIL generated via official overtime, as it is in the best interests of the health and well being of the employee.
124. Where an employee works overtime he or she will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.

Flexible working arrangements

125. The ANMM, 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 ANMM, 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.
126. The ANMM is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ANMM at all levels. This may include developing and implementing strategies through an ANMM consultative committee.
127. 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

128. The following provisions do not diminish an employee's entitlement under the NES.
129. An employee may make a request for a formal flexible working arrangement.
130. 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.
131. The Director must provide a written response to a request within 21 days of receiving the request.
132. The response must:
- a. state that the Director approves the request in writing and provide the relevant detail in clause 133; or
 - b. if following discussion between the ANMM and the employee, the agency 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
 - c. state that the Director refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out the ANMM particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. either:

1. 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 agency would be willing to make; or
 2. state that there are no such changes; and
- iv. 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 the enterprise 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.
133. Where the Director approves the request this will form an arrangement between the agency 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 137; and
 - c. the cost of establishment (if any).
134. The Director may refuse to approve the request only if:
- a. the ANMM has discussed the request with the employee; and
 - b. the ANMM 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 ANMM and the employee have not reached such an agreement; and
 - d. the ANMM has had regard to the consequences of the refusal for the employee; and
 - e. the refusal is on reasonable business grounds.
135. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for the ANMM;
 - 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.
136. For First Nations employees, the ANMM must consider connection to country and cultural obligations in responding to requests for altering the location of work.

137. Approved flexible working arrangements will be reviewed by the ANMM 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

138. An employee may request to vary an approved flexible working arrangement in accordance with clause 130. An employee may request to pause or terminate an approved flexible working arrangement.
139. The Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 141.
140. The agency 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.
141. Prior to the Director varying, pausing or terminating the arrangement under clause 139 the ANMM 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 132 c

Working from home

142. The ANMM 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.
143. The ANMM may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
144. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
145. The ANMM will provide employees with guidance on working from home safely.
146. Employees will not be required by the ANMM 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 ANMM will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

147. 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.
148. Employees should, where practicable, make the request in writing and provide as much notice as possible.
149. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 1288 to 13737.
150. The ANMM 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.
151. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ANMM should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Employees with caring responsibilities

153. In general, the ANMM recognises that employees have personal commitments and will endeavour to provide flexible working arrangements that will assist employees to balance their personal and work commitments.
154. When an employee has an urgent requirement for leave to attend to a personal crisis the Director may approve a temporary working arrangement such as working from home, part-time work, or job share to assist the employee.

Part-time work

155. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
156. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Public holidays

157. 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.
158. 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.
159. 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.
160. 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.
161. 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.
162. 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.)
163. 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 157.
164. **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.**
165. 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

166. Employees (other than casual employees) are entitled to 4 weeks (20 day) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
167. Annual leave may be taken at half pay. However, unless approved by the Agency Head (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
168. Excess leave will be managed in accordance with agency enterprise agreements and policy.
169. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
170. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.
171. The Director may approve an application from an employee to cash out a portion of the employee's accrued annual leave credits. To be eligible to cash out annual leave, employee's must:
 - have taken at least 10 days annual leave or long service leave in the 12 months immediately preceding the request to cash out annual leave; and
 - have a balance of a least four weeks accrued annual leave remaining.
 - The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.
 - Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Director .

Purchased leave

172. An employee may elect to purchase up to 20 days additional leave per year.
173. Purchased leave will not affect entitlements for other forms of leave or an employee's continuity of service.
174. An employee will be reimbursed the balance of any withheld salary for unused purchased leave on the date their employment ends with the ANMM.

Personal/carer's leave

Entitlement to personal/carer's leave

175. 20 days paid leave per annum (pro-rata for part-time employees).
176. Leave at half pay may be approved by the ANMM .

Accrual of personal/carer's leave

177. For an ongoing employee, 20 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 daily, credited at least monthly.

178. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 20 days leave pro-rated based on the employee's initial contract period, and is capped at 20 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 daily, credited at least monthly.

179. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Transitional arrangements

180. Where an employee:

- a. has, or cares for someone with, a chronic condition or other ongoing illness; or
- b. is recovering from surgery; or
- c. is pregnant; or
- d. is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Director will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Usage

181. Personal/carer's leave 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.

Carers

182. 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

183. Evidence may be requested after:

- a. more than 3 consecutive days; or
- b. more than 8 days without evidence in a calendar year.

184. Acceptable evidence includes:

- a. a certificate from a registered health practitioner;
- b. a statutory declaration; or
- c. another form of evidence approved by the Agency Head.

185. 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.

Portability of leave

186. Where an employee moves into the ANMM 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.
187. Where an employee is engaged in the ANMM 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.
188. Where an employee is engaged as an ongoing employee in the ANMM, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), 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.
189. 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 agency or another) 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.
190. Where an employee is engaged as an ongoing employee in the ANMM 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 2), the Director will recognise any unused accrued personal/carer's leave at the employee's request. The Director will advise the employee of their ability to make this request.
191. Where an employee is engaged as an ongoing employee in the ANMM, 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.
192. For the purposes of clauses 186 to 192, an employee with a break in service of less than 2 months is considered to have continuity of service.

Unpaid Leave

193. Unpaid leave, may be granted by the Director, having regard to the operational needs of the ANMM, including for purposes that the Director considers to be in the interests of the ANMM. If leave is not granted a written explanation will be provided to the staff member.
194. Unless required by legislation, leave without pay granted under this clause will not count as service for any purpose.

Re-crediting of leave

195. 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.

196. 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.

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

Long service leave

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

199. 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 clause at [section 195](#) of this agreement.

Miscellaneous leave

200. Miscellaneous leave, paid, part-paid or unpaid, may be granted by the Director, having regard to the operational needs of the ANMM, including for purposes that the Director considers to be in the interests of the ANMM. If leave is not granted a written explanation will be provided to the staff member.

201. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

202. Unless required by legislation, leave without pay granted under this clause will not count as service for any purpose.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

205. 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.
206. The Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
207. First Nations ceremonial Leave can be taken as part days.
208. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

209. 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.
210. The Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
211. Cultural leave can be taken as part days.
212. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under [clauses 205-208 First Nations ceremonial leave](#).

Parental leave

213. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
214. 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. 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.
215. 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.

216. 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

217. An employee is entitled to parental leave with pay as per clauses 219 and 220 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.
218. Employees newly engaged in the agency or who have moved to the ANMM from another APS agency are eligible for the paid parental leave in clauses 219 and 220 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 219 and 220, the balance is available to the employee.
219. 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 2** below.

Table 2: 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

220. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3** below.

Table 3: 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

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
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

221. **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.
222. **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.
223. **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

224. 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.
225. 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

226. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
227. 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

228. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.
229. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

230. 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

231. 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 230, until after the legislated paid maternity leave is used.

Compassionate leave

232. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 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
 - the employee or their partner has a miscarriage.
233. An employee may be asked to provide evidence to support their absences on compassionate leave.
234. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
235. For casual employees, compassionate leave is unpaid.

Bereavement leave

236. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - a child is stillborn, where the child was a member of their family (including a member of their household).

- 237. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 238. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 239. For casual employees, bereavement leave is unpaid.

Emergency response leave

- 240. 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.
- 241. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Director may provide additional emergency response leave with pay.
 - 241.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 242. Paid leave may be refused where the employee's role is essential to the ANMM's response to the emergency.
- 243. 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.
- 244. The Director may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 245. Emergency response leave, with or without pay, will count as service.

Jury duty

- 246. 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.
- 247. 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.
 - a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 248. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 249. 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 the ANMM for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

250. The Director 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.
251. 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).
252. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
253. 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.
254. In addition to the entitlement at clause 251, 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.
255. Paid defence reservist leave counts for service.
256. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
257. Unpaid leave taken over 6 months counts as service, except for annual leave.
258. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

259. 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.
260. An eligible employee can get 2 types of credits:

- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave.
261. 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.
262. Unused annual credits can be built up to 9 weeks.
263. An employee cannot use annual credits until the initial credit is exhausted.
264. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

265. 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.
266. An employee who is not covered under clause 265, 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 ANMM.
267. 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 TOIL.
268. 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.

Section 7: Employee support and workplace culture

Blood donation

- 269. 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 employers will consider employees on duty.
- 270. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Eye Glasses Allowance

- 271. The ANMM will pay for eyesight testing for employees, and will part reimburse the cost of spectacles or contact lenses for employees engaged in predominately screen based work or are required to undertake specialised work requiring a higher level of visual acuity.
- 272. The ANMM will part reimburse the cost of prescription sunglasses for employees engaged in predominantly outdoor work.
- 273. The reimbursement rates will be:
 - \$150 for mono-focal spectacles/contact lenses/prescription sunglasses; or
 - \$300 for multifocal spectacles/contact lenses.
- 274. Re-imburement for spectacles/contact lenses/prescription sunglasses will be limited to one claim per year.
- 275. More information regarding eyesight testing and the reimbursement of cost may be obtain from the Human Resources Section.

Vaccinations

- 276. The ANMM will offer annual influenza vaccinations to all employees at no cost.
- 277. Where the ANMM 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

- 278. 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 ANMM and will be accessible on paid time.

Respect at work

Principles

279. The ANMM values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ANMM recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
280. The ANMM 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

281. The agency 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

282. The ANMM will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
283. The ANMM recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
284. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
285. An employee experiencing family and domestic violence 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.

286. 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.
287. 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.
288. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
289. 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.
290. 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.
291. Evidence may be requested to support the ANMM 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 ANMM will require, unless the employee chooses to provide another form of evidence.
292. 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.
293. The ANMM will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ANMM will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ANMM may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
294. Where the ANMM needs to disclose confidential information for purposes identified in clause 293, where it is possible the ANMM will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
295. The ANMM 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.
296. 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.
297. The ANMM 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.
298. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

299. The ANMM 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 ANMM decisions.
300. 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.

301. Employees can, during their ordinary work hours, take time to:
- a. 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; and
 - b. attend ANMM mandated training about integrity.

First Nations cultural competency training

303. 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.
304. 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

305. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
306. The ANMM will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 307. In considering whether a space is appropriate, an agency should consider whether:
- 306.1 there is access to refrigeration;
 - 306.2 the space is lockable; and
 - 306.3 there are facilities needed for expressing, such as appropriate seating.
307. Where it is not practicable for an ANMM site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
308. The ANMM will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
309. 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.
310. Further information is available in policy.

Disaster support

311. 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.
312. 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.
313. 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.

Section 8: Performance and development

ANMM Performance Management Plan (PMP)

- 314. The ANMM's performance management plan provides a mechanism for the establishment and recording of individual employee's performance objectives at the beginning of each cycle, a review at mid cycle, and for a performance assessment at the end of the cycle.
- 315. Incremental salary advancement will be dependent on the achievement of a PMP assessment rating of 'effective'.

Key Performance Indicators

- 316. Based on the operational plans that derive from the Strategic plan, performance KPI's will be determined, and agreed with employees and included in their personal performance management plan. These agreed KPI's will be measured and reported upon as part of this process and will be used to determine incremental increases.

Learning and development

- 317. ANMM is committed to increasing the professional learning and development of its employees.
- 318. Any professional development must have a relevant link to the strategic outcomes of the ANMM.

Managing Underperformance

- 319. Underperforming employees will be dealt with fairly and promptly and will be given assistance, and the opportunity, to improve their performance to an acceptable level.
- 320. Where an employee's performance consistently falls below the required standard despite attempts to improve performance under the ANMM's performance management system, using a performance improvement plan developed in consultation with the employee, the following procedures may apply.
- 321. The manager will provide an underperforming employee with a written warning of the need for his or her performance to improve. The warning will specify;
 - 321.1 the acceptable standard of work;
 - 321.2 how the employee's work does not meet the standard; and
 - 321.3 the period, of not less than 4 weeks, during which the employee's performance will need to improve, (the assessment period).
- 322. During the assessment period, the manager will assess the employee's performance on a fortnightly basis and prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the manager's progress report.
- 323. If the employee has met the expected standard of performance at the end of the

assessment period, no further action will be taken.

324. If at the end of the assessment period, the employee's performance fails to meet the expected standard, the Director may issue a Notice of Intention to:
 - 324.1 re-assign duties;
 - 324.2 reduce the employee's classification; or,
 - 324.3 terminate the employee on the grounds of unsatisfactory performance.
325. The employee will have seven days to show cause why this action should not be taken. The Director has the discretion to extend this period in special circumstances.
326. The Director , having considered any representation submitted, may affect the re-assignment of duties at the same or reduced classification level of the employee or issue a notice of termination.
327. Employees may seek the assistance of a representative of their choice at any stage of the above process.
328. More information regarding the management of underperformance may be found in the ANMM's performance management and improvement policies.

Workloads

329. The ANMM 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.
330. When determining workloads for an employee or group of employees, the ANMM will consider the need for employees to strike a balance between their work and personal life.
331. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ANMM 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.

Study assistance

332. The ANMM is committed to developing its workforce and enhancing future employment opportunities for its employees by providing studies assistance.
333. In balancing the requirements of the ANMM and meeting the development needs of its employees, the ANMM will provide assistance with learning and development opportunities that:
 - (a) have a clear connection with the ANMM's functions and objectives

333.1 have a direct link to performance management plans; and,
333.2 assist the employee's ongoing career development.

334. If an employee elects to participate in an approved secondment or exchange program, the ANMM may assist by meeting airfare and accommodation costs it determines that are reasonable in relation to the program they are undertaking.

Professional Qualifications

335. The Director may approve funding of professional memberships and development needs where this is in the interest of the Museum and agreed between the Director and the employee.

Section 9: Travel and location-based conditions

Travel

- 336. Employees are entitled to economy class air travel when required to travel on official business within Australia. Domestic travel should be approved in advance by your Manager.
- 337. Any International travel is to be pre-approved by the Director , before any bookings are completed.
- 338. Employees are entitled to business class when required to travel on business overseas for a flight longer than 5 hours in duration. Employees however may agree to travel economy class if requested by the ANMM.
- 339. If an employee undertakes an overseas flight on business, with a continuous travel time of more than 12 hours, then the employee will be entitled to a rest period, as determined by the ANMM, before commencing duty at the destination or at the ANMM after the return flight.
- 340. If the continuous travel time exceeds 24 hours then an additional rest period may be approved by the ANMM. A rest period is defined as a period of sufficient duration to enable overnight rest, but not longer than 24 hours.
- 341. ANMM will cover the cost of official travel including reasonable meals and incidental costs. This will be facilitated via the use of Corporate Credit Cards and/or some other method whereby the employee is not required to seek reimbursement from personal expenditure.
- 342. International travel, the employee maybe issued with a travel card preloaded with foreign currency, in lieu of utilising their Corporate credit card, all corporate cards must be fully substantiated by receipts for all items. Any unsubstantiated expenses will be recovered from the employee.
- 343. The employee must submit receipts to substantiate any official travel expenditure. Unsubstantiated amounts will be recovered from the employee.
- 344. Employees will utilise the ANMM nominated travel service to arrange all flights, accommodation and hire cars.

Relocation assistance

- 345. Where an existing employee is required to relocate at the request of the ANMM (such as a promotion), the employee will be provided with financial relocation assistance. 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.
- 346. Where an employee is required to relocate on engagement with the ANMM, the employee will be provided with financial relocation assistance.
- 347. Reasonable expenses associated with the relocation include:

- 347.1 the cost of transport of the employee, their dependents and partner by the most economical means;
 - 347.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 347.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 347.4 the reasonably incurred expenses in kennelling and transport of pets.
348. Additional relocation assistance may be considered by Director discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

349. 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.
350. The ANMM recognises:
- 350.1 the importance of inclusive and respectful consultative arrangements;
 - 350.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 350.3 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;
 - 350.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 350.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
351. Genuine and effective consultation involves:
- 351.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 351.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 351.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 351.4 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

352. Consultation is required in relation to:
- 352.1 changes to work practices which materially alter how an employee carries out their work;
 - 352.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 352.3 major change that is likely to have a significant effect on employees;

- 352.4 implementation of decisions that significantly affect employees;
 - 352.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 352.6 other workplace matters that are likely to significantly or materially impact employees.
353. The ANMM, 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.

Agency consultative committee

354. The Director may establish an agency consultative committee to discuss relevant workplace matters.
355. ANMM Joint consultative committee (JCC) will operate subject to 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.

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

356. This clause applies if the ANMM:
- 356.1 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
 - 356.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

357. 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.
358. The ANMM must recognise the representative if:
- 358.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 358.2 the employee or employees advise the employer of the identity of the representative.

Major change

359. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 359.1 the termination of the employment of employees; or
 - 359.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- 359.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 359.4 the alteration of hours of work; or
 - 359.5 the need to retrain employees; or
 - 359.6 the need to relocate employees to another workplace; or
 - 359.7 the restructuring of jobs.
360. The following additional consultation requirements in clause 361 to 367 apply to a proposal to introduce a major change referred to in clause 352.3.
361. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 353.
362. Where practicable, an ANMM 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.
363. The ANMM must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
364. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 353 the ANMM must:
- 364.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 364.1.1 the proposed change:
 - 364.1.2 the effect the proposed change is likely to have on the employees; and
 - 364.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 364.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 364.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 364.2.2 information about the expected effects of the proposed change on the employees; and
 - 364.2.3 any other matters likely to affect the employees.
365. The ANMM 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.
366. However, the ANMM is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
367. 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 ANMM, the requirements set out in clauses 361 to 365 are taken not to apply.

Change to regular roster or ordinary hours of work

368. The following additional consultation requirements in clause 369 to 372 apply to a proposal to introduce a change referred to in clause 352.5
369. The ANMM must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
370. As soon as practicable after proposing to introduce the change, the ANMM must:
- 370.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 370.1.1 the proposed introduction of the change; and
 - 370.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 370.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 370.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 370.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 370.3 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 ANMM is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
371. The ANMM 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

372. 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.

APS consultative committee

373. The Director 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

374. If a dispute relates to:
- 374.1 a matter arising under the agreement; or

374.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

375. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
376. 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.
377. 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.
378. 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 377 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
379. The Fair Work Commission may deal with the dispute in 2 stages:
- 379.1 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
 - 379.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 379.2.1 arbitrate the dispute; and
 - 379.2.2 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.

380. While the parties are attempting to resolve the dispute using the procedures in this term:
- 380.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ANMM that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 380.2 subject to 380.1, 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:
 - 380.2.1 the work is not safe; or
 - 380.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 380.2.3 the work is not appropriate for the employee to perform; or

380.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Leave of absence to attend proceedings

382. Where the provisions of clauses 374 to 378 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 376 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term 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 378.

Delegates' rights

383. 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.

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

385. The ANMM and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

386. The ANMM respects the role of union delegates to:

386.1 provide information, consult with and seek feedback from employees in the workplace, on workplace matters;

386.2 consult with other delegates and union officials, and get advice and assistance from union officials;

386.3 represent the interests of members to the employer and industrial tribunals; and

386.4 represent members at relevant union forums, consultative committees or bargaining.

387. The ANMM 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.

388. 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.

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

389.1 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;

- 389.2 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;
 - 389.3 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;
 - 389.4 provide access to new employees as part of induction; and
 - 389.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
390. 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 ANMM before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

- 391. An employee may resign from their employment by giving the Director at least 14 calendar days' notice.
- 392. At the instigation of the ANMM , 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.
- 393. 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

- 394. 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

Voluntary Redundancy & Consideration Period

- 395. Where the Director offers an employee a voluntary redundancy, the employee will have a four-week consideration period within which to accept or reject the offer.
- 396. An employee will be paid up to a total maximum of \$1,000 to pay for financial and/or career advice during this period.
- 397. When an employee accepts a voluntarily redundancy, the period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).
- 398. Where an employee elects to terminate their employment at the beginning of, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

Involuntary Redundancy & Retention Period

- 399. Where the Director has offered a voluntary redundancy and an employee does not accept the offer within the consideration period, the employee will be deemed to be excess on the expiry of the consideration period.

400. Employees will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made redundant voluntarily has been refused.
401. A retention period of seven months, or 13 months for employees over 45 years of age or with 20 years of service, commences on the day after the expiry of the consideration period. Retention periods will be reduced by an amount equivalent to any National Employment Standards (NES) redundancy payment an employee would be entitled to on termination of employment in accordance with the *Fair Work Act 2009*.
402. Retention periods will only be extended by leave where the Director is satisfied that an employee is substantially incapacitated and unfit for work, based on the opinion of a medical practitioner nominated by the ANMM. Unless exceptional circumstances exist, a retention period will not be extended on these grounds beyond an additional eight weeks.
403. During the retention period the employee:
- 403.1 will be assisted with attempts to find alternative employment; and/or
 - 403.2 may, on request, be provided with assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer;
 - 403.3 may after being given four weeks' notice, be reduced in classification as a means of securing alternative employment. If this occurs, the employee will be paid his or her salary at the higher classification level for the remainder of the retention period.
404. Where there is insufficient productive work available for an employee during the retention period, the Director may, with the agreement of the employee, terminate his or her employment under s.29 of the *Public Service Act 1999* and pay the balance of the retention period, (adjusted for the NES payment), as a lump sum.
405. This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.
406. Where an employee is to be involuntarily made redundant, four weeks' notice of termination will be given, or five weeks for an employee over 45 years of age with at least five years' service. As far as practical, the period of notice will be served concurrently with the retention period.

Redundancy Payment

407. An employee who accepts an offer of voluntary redundancy, and whose employment is terminated by the Director under s.29 of the *Public Service Act 1999* on the grounds that he/she is excess, is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last full year of service, subject to the minimum entitlement the employee has under the NES. The minimum sum payable will be four weeks, and the maximum will be 48 weeks' salary.

408. The redundancy payment will be calculated on a pro rata basis for any period where an employee worked part time during their period of service and the employee has less than 24 years' full time service.
409. Subject to clauses 411 and 412, service for purpose of calculating redundancy payments means:
- 409.1 service in the ANMM;
 - 409.2 Government service as defined in s.10 of the *Long Service Leave Act 1976*;
 - 409.3 service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - 409.4 service with the Australian Defence Forces;
 - 409.5 APS service immediately preceding deemed resignation under the repealed s.49 of the *Public Service Act 1922*, if service has not previously been recognised for severance pay purposes;
 - 409.6 service in another organisation where a staff member was transferred from the APS to that organisation with a transfer of function; or a staff member 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.
410. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- 410.1 termination under s.29 of the *Public Service Act 1999*; or
 - 410.2 prior to the commencement of the *Public Service Act 1999*, by way of redundancy; retirement on the grounds of invalidity, inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
 - 410.3 voluntary retirement at or above the minimum retirement age applicable to the employee; or
 - 410.4 payment of an employer financed retirement benefit.
411. For earlier periods of service to count there must be no breaks between the periods of service, except where 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.
412. Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.
413. Redundancy payments will be calculated on:
- 413.1 the employee's salary; or
 - 413.2 the salary of a higher position, where the employee has performed at the higher level for a continuous period of at least 12 months immediately preceding the date on which they were given notice of redundancy; and
 - 413.3 allowances in the nature of salary which are paid during periods of recreation 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.

Section 12: Other APS-wide matters

None listed

Attachment A – Base salaries - before super and allowances

Table 1: ANMM pay table - from the later of commencement of the agreement or the 14 March 2024

Classification	Old Salary Pay Point	New Salary Pay Point from March 24	As at 31 August 2023	From the later of commencement of the agreement or the 14 March 2024	From 13/03/2025	from 12/03/2026
				4.0%	3.8%	3.4%
APS 1	APS 1.1	APS 1.1	\$47,885	\$52,000	\$54,516	\$57,497
	APS 1.2		\$47,885			
	APS 1.3		\$47,885			
	APS 1.4		\$49,806			
	APS 1.5	APS 1.2	\$50,812	\$52,844	\$55,334	\$58,359
		APS 1.3		\$53,637	\$56,164	\$59,234
		APS 1.4		\$54,442	\$57,006	\$60,123
		APS 1.5		\$55,120	\$57,787	\$60,946
APS 2	APS 2.1	APS 2.1	\$51,835	\$56,774	\$59,520	\$62,775
	APS 2.2		\$52,417			
	APS 2.3		\$53,795			
	APS 2.4	APS 2.2	\$55,189	\$57,796	\$60,591	\$63,905
	APS 2.5	APS 2.3	\$56,568	\$58,836	\$61,682	\$65,055
	APS 2.6	APS 2.4	\$57,698	\$60,006	\$62,792	\$66,226
		APS 2.5		\$61,086	\$63,922	\$67,418
	APS 2.6		\$61,883	\$64,877	\$68,425	
APS 3	APS 3.1	APS 3.1	\$58,103	\$63,740	\$66,823	\$70,477
	APS 3.2		\$59,610			
	APS 3.3		\$61,127			
	APS 3.4	APS 3.2	\$62,711	\$65,219	\$68,293	\$72,027
	APS 3.5	APS 3.3	\$63,968	\$66,654	\$69,795	\$73,612
		APS 3.4		\$68,120	\$71,330	\$75,231
	APS 3.5		\$69,476	\$72,837	\$76,820	
APS 4	APS 4.1	APS 4.1	\$64,756	\$71,560	\$75,022	\$79,125
	APS 4.2		\$66,816			
	APS 4.3		\$68,555			
	APS 4.4	APS 4.2	\$70,311	\$73,134	\$76,672	\$80,866
	APS 4.5	APS 4.3	\$71,715	\$74,743	\$78,359	\$82,645
		APS 4.4		\$76,387	\$80,083	\$84,463
	APS 4.5		\$78,001	\$81,775	\$86,246	
APS 5	APS 5.1	APS 5.1	\$72,228	\$80,341	\$84,228	\$88,834
	APS 5.2		\$74,493			
	APS 5.3		\$76,588			
	APS 5.4	APS 5.2	\$77,967	\$82,109	\$86,081	\$90,788
		APS 5.3		\$83,915	\$87,975	\$92,785
	APS 5.4		\$85,761	\$89,910	\$94,826	
	APS 5.5		\$87,572	\$91,809	\$96,829	
APS 6	APS 6.1	APS 6.1	\$78,009	\$90,199	\$94,563	\$99,734
	APS 6.2		\$79,953			
	APS 6.3		\$82,144			
	APS 6.4		\$86,271			
	APS 6.5	APS 6.2	\$89,611	\$93,195	\$96,738	\$102,028
	APS 6.6	APS 6.3	\$91,404	\$95,338	\$98,963	\$104,375
		APS 6.4		\$97,531	\$101,239	\$106,776
	APS 6.5		\$99,774	\$103,567	\$109,232	
	APS 6.6		\$101,022	\$105,910	\$111,701	
EL 1	EL 1.1	EL 1.1	\$100,005	\$110,115	\$115,443	\$121,755
	EL 1.2	EL 1.2	\$107,988	\$117,988	\$124,434	\$131,172
	EL 1.3	EL 1.3	\$110,150	\$119,014	\$125,579	\$132,172
		EL1.4		\$117,544	\$123,232	\$129,970
		EL1.5		\$120,025	\$125,832	\$132,713
EL 2	EL 2.1	EL 2.1	\$115,344	\$127,226	\$133,382	\$140,675
	EL 2.2	EL 2.2	\$121,683	\$135,999	\$141,167	\$145,967
	EL 2.3	EL 2.3	\$130,768	\$138,677	\$145,386	\$150,329
	EL 2.4	EL 2.3				
	EL 2.5	EL2.4				\$153,336

Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who are eligible for a supported wage under the terms of this agreement.

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

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

Relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 4 Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

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

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.