



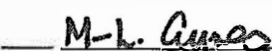
NATIONAL LIBRARY OF AUSTRALIA

ENTERPRISE AGREEMENT

2017 – 2020

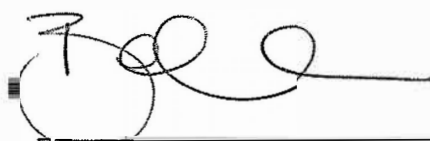
FORMAL ACCEPTANCE OF THIS AGREEMENT

This Agreement is made and approved under Section 172 of the *Fair Work Act 2009*.



Dr Marie-Louise Ayres
Director-General (on behalf of the Commonwealth)
Parkes Place, Parkes ACT 2600
For and on behalf of the National Library of Australia

Dated this 3rd day of March in the year 2017



Ms Beth Vincent-Pietsch
Deputy Secretary
Level 1, 40 Brisbane Avenue, Barton ACT 2600
For and on behalf of the Community and Public Sector Union (CPSU)

Dated this 2 day of MARCH in the year 2017

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PART A SCOPE OF THE AGREEMENT

A1 Title

A1.1 This Agreement is known as the *National Library of Australia Enterprise Agreement 2017 – 2020*.

A2 Coverage of this Agreement

A2.1 This Agreement is made as an Enterprise Agreement under Part 2 - 4 of the Fair Work Act and covers the Director-General, insofar as the Director-General acts on behalf of the Commonwealth, and all Library employees employed under the Public Service Act 1999 (the Public Service Act), excluding Senior Executive Service (SES) employees.

A3 Duration

A3.1 This Agreement will commence operation seven days after it is approved by the Fair Work Commission (FWC), and will nominally expire three years after that date.

A4 Effect of Agreement on Pre-Existing Arrangements

A4.1 It is acknowledged that employment under this Agreement is subject to, but not limited to, the provisions of Commonwealth Acts concerned with employment and their Regulations or instruments made under the Acts. The following Acts are specifically referenced in the Agreement:

- *Fair Work Act 2009*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *National Library Act 1960*;
- *Public Service Act 1999*; and
- *Superannuation Act 2005*.

A5 Policies, Procedures and Guidelines

A5.1 Library guidelines, policies and procedures are not incorporated into, and do not form part of this Agreement. A term of this Agreement prevails to the extent of any inconsistency with a guideline, policy or procedure.

A6 Work Life Balance and Context

A6.1 The Library encourages and supports a diverse workforce and work life balance and will endeavour to:

- a. provide a range of employment flexibilities for employees;
- b. celebrate and publicly reward achievements and individual contribution to the core business of the Library;
- c. acknowledge employees who display a richness of professional and cultural achievement or who have achieved international recognition for academic and professional expertise and excellence; and
- d. acknowledge and value the professionalism of employees, their corporate knowledge and cultural diversity.

A6.2 In addition, the Library is supportive of a flexible, inclusive, safe, fair, productive and successful workplace that is respectful and free from discrimination, bullying and harassment, where all

employees are responsible for promoting a work environment free from discrimination, bullying and harassment.

A7 Workplace Delegation

- A7.1** The Director-General may delegate, in writing, any of the Director-General's functions or responsibilities under this Agreement.

PART B REMUNERATION

B1 Salary Amount

- B1.1** Unless otherwise provided for employees will be paid the annual salary for their classification and pay point level specified in Attachment A to this Agreement. These pay rates and allowance rates will come into effect on the commencement of the first full pay period on or after the Agreement comes into operation.

B2 Salary Packaging

- B2.1** Employees may elect to convert a portion of their salary to other benefits. Further information about salary packaging is provided in Library policy.
- B2.2** The Library will assist an employee if they wish to arrange for remuneration packaging on the basis that:
- a. it incurs no additional cost to the Library; and
 - b. employees have obtained their own financial advice prior to entering into remuneration packaging.
- B2.3** The applicable pay point relating to an employee (as set out in Attachment A) will apply for all purposes including superannuation.

B3 Rostered Employees

- B3.1** Rostered employees will be paid the following loadings in addition to their normal rate of pay:
- a. 50% for rostered hours worked on a Saturday;
 - b. 100% for rostered hours worked on a Sunday; and/or
 - c. 150% for rostered hours worked on a public holiday.

B4 Irregular or Intermittent employees

- B4.1** An employee engaged to work on an irregular or intermittent basis will be paid a 20% salary loading in lieu of public holidays on which the employee is not rostered to work and paid leave, other than long service leave.

B5 Cadet Rates

- B5.1** Cadet rates of pay as a percentage of the APS 1.1 equivalent adult pay point will apply as follows:
- a. practical training 100%
 - b. full-time study 57%
 - c. junior rates of pay apply to both practical training and full-time study rates for cadets.

B5.2 Upon successful completion of their cadetship, cadets will progress to an APS 3 classification.

B6 Salary on Engagement, Promotion, Assignment, Allocation or Reduction

B6.1 On:

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

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

B6.2 At the discretion of the Director-General, an employee moving to the Library whose salary in their previous agency (current salary) exceeds the rate the employee would otherwise be entitled to under this Agreement, may have their current salary maintained until such time as their salary is absorbed by Library salary increases.

B6.3 Employees engaged at the training classification of Graduate APS, will be paid an amount determined in accordance with Table 2 in Attachment A. On successful completion of the graduate training program, graduates will be allocated an operational classification of APS 3 within the aforementioned table. Employees may be eligible for immediate broadband advancement to an APS 4 classification on the following conditions:

- a. successful completion of the graduate program;
- b. satisfactory performance; and
- c. a suitable vacant APS 4 position is available.

B7 Voluntary Reduction in Classification

B7.1 The Director-General, at the request of, and after consultation with, an employee, may approve a reduction in classification level to assist the employee to reach an appropriate work life balance. The reduction in classification will be subject to agreement between the employee and the Library regarding revised duties and an appropriate salary point in the reduced classification level.

B8 Method of Salary Payment

B8.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice.

B8.2 The Director-General may approve the pre-payment of salary to an employee, including preceding a period of leave by the employee, where special circumstances exist.

B8.3 Fortnightly salary will be calculated using the following formula:

$$\text{Fortnightly Salary} = (\text{Annual Salary} \times 12) / 313$$

B9 Superannuation

- B9.1** For employees who exercise superannuation choice and for Public Sector Superannuation Accumulation Plan (PSSap) members, the Library will provide a 15.4% employer contribution as specified in Part 2, Division 2 of the Deed to establish the PSSap (pursuant to Section 10 of the *Superannuation Act 2005*).
- B9.2** The Library may choose to limit superannuation choice to funds which:
- are complying and registered superannuation funds;
 - allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and
 - make satisfactory arrangements for the acceptance of payments from the Library and for information transfer between the Library's payroll and the fund.
- B9.3** For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner, primary caregiver and foster care leave), employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing parental leave) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.

B10 Individual Flexibility Arrangements

- B10.1** The Library and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of the terms of the Agreement if:
- the IFA deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances and bonuses;
 - remuneration;
 - leave; and
 - the IFA meets the genuine needs of the Library and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - the IFA is genuinely agreed to by the Library and employee.
- B10.2** The Library must ensure that the terms of the IFA:
- are about permitted matters under Section 172 of the Fair Work Act; and
 - are not unlawful terms under Section 194 of the Fair Work Act; and
 - result in the employee being better off overall than the employee would be if no arrangement was made.
- B10.3** The Library must ensure that the IFA:
- is in writing; and
 - includes the name of the Library and employee; and

- c. is signed by the Library and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d. includes details of:
 - i. the terms of the Enterprise Agreement that will be varied by the IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- e. states the day on which the IFA commences and, where applicable, when the IFA ceases.

B10.4 The Library must give the employee a copy of the IFA within 14 days after it is agreed to.

B10.5 The Library or employee may terminate the IFA:

- a. by giving no more than 28 days written notice to the other party to the IFA; or
- b. if the Library and employee agree in writing at any time.

PART C PERFORMANCE MANAGEMENT FRAMEWORK

C1 Overview

C1.1 Employees will actively participate in the Performance Management Framework (PMF). Further detail is included in Library policy. The PMF will help:

- a. support and promote a culture of high performance;
- b. ensure supervisors foster high performance in employees;
- c. enable all staff to perform to the best of their abilities, including by providing training and development;
- d. ensure timely and appropriate performance feedback is provided; and
- e. deal with cases of unsatisfactory performance in a timely and constructive manner, with feedback being the initial channel for discussion.

C2 Date of Effect for Salary Advancement

C2.1 Ongoing Employees

Payable on the first payday in December (on that day for the preceding fortnight), all ongoing employees will be eligible to advance one pay point within their substantive classification, provided:

- a. they have received a performance rating of 'satisfactorily meets' or greater;
- b. they are not at the maximum pay point for their substantive classification level; and
- c. they have had six months or more duty at their current pay point (including duty at a higher pay point) during the previous 12 months. This duty is not to include periods of leave without pay totalling 14 or more calendar days.

C2.2 Higher Duties Allowance advancement

An ongoing employee may be eligible to advance a pay point(s) while on Higher Duties Allowance at any time, provided that they:

- a. are performing satisfactorily at the higher classification; and

- b. are not at the maximum pay point for the relevant classification level.

C2.3 Periods of Higher Duties Allowance

Subject to the provisions of C2.2, where an ongoing employee carries out the duties of a higher classification continuously for 12 months (or in broken periods for 12 months in a 24 month period) they will be eligible for pay point advancement. Higher Duties for pay point advancement includes periods of service at levels above the classification for which the advancement is otherwise calculated.

C2.4 Retention of pay point

After an employee has attained a pay point after being paid Higher Duties Allowance it will be retained for future Higher Duties Allowance at that classification level.

C2.5 Junior Cadets

The salary advancement provisions of Clause C2.1 will not apply to an employee under 21 years of age employed in a classification where rates of salary are prescribed according to age, except where an employee is paid the adult salary rate following automatic advancement upon successful completion of a course of study or training.

C2.6 Personal Transition: Remuneration of former APS 6.5

A restriction barrier applies to the top pay point for the former APS 6.5 classification.

- i. Only employees who were remunerated with reference to the APS 6.5 pay point before the commencement of the 2017-2020 Agreement, can and will continue to be remunerated at that pay point during the life of this Agreement; or
- ii. Employees who received Salary Supplementation before the commencement of the 2017-2020 Agreement and were also classified as APS 6 can and will continue to be remunerated at the APS 6.5 for the life of this Agreement.
- iii. The Table below provides remuneration for staff at the former APS 6.5 classification:

Classification	Previous salary	Salary on commencement	Salary on first anniversary	Salary on second anniversary
APS 6.5	\$85,723	\$88,295	\$90,061	\$90,961

PART D WORKING HOURS

D1 Hours of Work

- D1.1** A full-time employee is required to work an average of 37 hours 5 minutes per week over a 20 day settlement period in accordance with the work pattern determined for the employee in accordance with Clause D3.1.
- D1.2** Part-time employees are required to work the number of hours agreed between the employee and their Manager in accordance with Clause D2.

D2 Part-Time Work

- D2.1** The Library is supportive of providing opportunities for employees to work on a part-time basis subject to operational requirements.

- D2.2** A part-time employee is one whose regular hours of work are less than the standard full-time hours per week. Part-time employees will not have Agreed Hours of Duty which require an employee to attend for less than two consecutive hours work in any working day.
- D2.3** Unless otherwise required by legislation, remuneration and other benefits for part-time employees will be calculated from full-time benefits on a *pro-rata* basis according to the Agreed Hours of Duty, apart from reimbursement and expense related allowances, where part-time employees will receive the same amount as full-time employees.
- D2.4** The Director-General will consider requests from employees for part-time work, a change in part-time hours, or a change to full-time hours. The request may be either for a specified period of time with automatic reversion on expiry of the nominated period, or ongoing. When considering the needs as outlined in the request from the employee, approval will be subject to the requirements of the National Employment Standards (NES) and the operational requirements of the Library. Where the Director-General does not approve a request the employee will be provided with the reasons for rejection in writing.
- D2.5** The Director-General may initiate the introduction of part-time employment. A full-time employee will not be required to convert to part-time hours without their agreement.
- D2.6** Subject to Clause D2.1, an employee returning to duty from parental leave will, on application by the employee, be given access to part-time employment.
- D2.7** Employees have the right to request flexible working arrangements under section 65 of the Fair Work Act, including a change in working hours and a change in working arrangements for the purpose of assisting to care for a child.

D3 Working Patterns

- D3.1** Supervisors will consider requests from employees to vary their working pattern. The relevant policy provides further information on how working patterns are to be administered. However, an employee will:
- not normally work more than 10 hours on any working day (either under flextime or overtime);
 - not work more than five consecutive hours without a rest break of at least 30 minutes; and
 - except in exceptional circumstances, have a minimum break of eight consecutive hours, plus reasonable travelling time, between any two consecutive working days.
- D3.2** Hours worked by employees will contribute to an employee's flextime balance, unless approved as overtime under Clause D6.1. Employees may work a normal flextime week between 7:00 am and 9:00 pm Monday to Friday, subject to operational requirements of the Library and the agreement of the employee's Supervisor.
- D3.3** Hours worked by Rostered Employees will contribute to the Rostered Employee's flextime balance, unless approved as overtime under Clause D6.1. Rostered Employees may work an ordinary flextime week between 7:00 am and 9:00 pm Monday to Friday, and 8:00 am to 5:00 pm Saturday and Sunday, subject to operational requirements and the agreement of the Rostered Employee's Supervisor.

D4 Flexible Working Arrangements for Executive Level Employees

- D4.1** The Library recognises the focus on the achievement of outcomes for Executive Level employees. The achievement of organisational outcomes may involve considerable work effort, variable work hours

and on occasions working hours over and above normal working hours. The Library is committed to recognising these efforts and contributions.

- D4.2** An Executive Level employee and their Manager are required to work together to manage workloads and working hours. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods the Manager and employee may make arrangements for reasonable paid time off to recognise the additional effort. Reasonable time off for Executive Level employees is not on an hour for hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.
- D4.3** Whilst flextime provisions do not apply, Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need for a leave application.
- D4.4** The arrangements in relation to flexible hours will be designed and agreed by the Manager and Executive Level employee taking account of the need to balance the achievement of organisational outcomes and individual's personal commitments.

D5 Flextime

- D5.1** Flextime applies to all Library employees, with the exception of employees whose paid classification is Executive Level 1 or higher or who are employed on an irregular or intermittent basis. The relevant policy provides further information on how flextime is to be administered.
- D5.2** Under flextime, employees may choose what times they start and finish work subject to Clauses D3.2 and D3.3 and the operational requirements of the Library and the agreement of the employee's Supervisor.
- D5.3** The flextime settlement period is 20 working days (i.e. two fortnights).
- D5.4** Approval of flextime leave will only be granted subject to the operational requirements of the work area and prior approval of the Supervisor. Flextime leave should only be granted where employees are in flextime credit. This will not prevent employees going into flextime debit as a result of an absence.
- D5.5** The maximum flextime credit which employees may carry over at the end of each settlement period is 35 hours. The maximum debit that may be carried over at the end of each settlement period is 10 hours. These credit/debit figures will be set for part-time employees on a *pro-rata* basis. Employees will each day record their actual time of commencing and ceasing work and any breaks. The method of recording will be as agreed by the Library.
- D5.6** If an employee fails to comply with the flextime provisions, the Director-General has the authority to revert an employee to working during the following hours:
- a. full-time employees - 7 hours 25 minutes per day between the hours specified in Clauses D3.2 and D3.3; or
 - b. part-time employees - the Agreed Hours of Duty.
- D5.7** Where an employee has an excess flextime debit (i.e. over the set limit) at the end of any settlement period, the excess hours should be acquitted as other leave (without pay). The use of annual leave to acquit flextime debits is not permitted.
- D5.8** An excess flextime debit or credit may be carried over in exceptional circumstances with the approval of the Director-General, but it is expected that the excess debit or credit would be acquitted during the following settlement period.

- D5.9** Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to set hours as set out under Clause D5.6.
- D5.10** Employees should take their flextime credits as flextime leave before ceasing employment with the Library, and Supervisors will provide a reasonable opportunity to achieve this, subject to operational requirements.
- D5.11** On cessation with the Library an outstanding flextime credit will be cancelled, and an outstanding flextime debit will be deducted as other leave (without pay). On commencement with the Library, the employee will commence with a nil flextime balance.
- D5.12** Additional flexible arrangements, for example, to work from home or to work a four day week, may be approved by the Director-General where requested by an employee. Where the Director-General decides not to approve an employee's request for additional flexible arrangements, the Director-General will advise the employee in writing of the reason for the decision.

D6 Paid Overtime

- D6.1** Time worked in addition to the employee's standard hours (or in the case of part-time employees, their Agreed Hours of Duty) will be paid as overtime where the employee has the prior approval of the Director-General and the employee's claim has been certified as being correct by a supervisor or manager, subject to the following:
- a. **Overtime** will not contribute to an employee's flextime credit;
 - b. **Minimum payment.** Where an employee has approval to work overtime, and such overtime is not continuous with ordinary duty, the minimum payment of overtime for each separate attendance will be two hours at the rate prescribed in Clause D6.1e. Where an employee is required to perform duty, but is not required to attend, the minimum payment will be one hour at the rate prescribed in Clause D6.1e;
 - c. **Multiple attendances.** Where more than one attendance is involved, the minimum overtime provision will not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance;
 - d. **Rest periods disregarded.** For the purposes of determining whether an attendance for overtime is or is not continuous with ordinary duty or is or is not separate from other duty, rest periods will be disregarded;
 - e. **Rates of payment.** Overtime will be paid at the following rates:
 - i. **Monday to Saturday.** One and a half times the normal rate of pay;
 - ii. **Sunday.** Double the normal rate of pay; and/or
 - iii. **Public Holidays.** Two and a half times the normal rate of pay. Overtime on a public holiday not in excess of the full-time working week will be paid at one and a half times the normal rate of pay additional to the payment for the holiday;
 - f. **Time off in Lieu.** With the approval of the Director-General, an employee may elect to take time off in lieu, in place of payment, at one and a half times the hours worked;
 - g. **Additional Duty in Alternate Work Area.** Where an employee agrees to work overtime:
 - i. in an area that it is not their normal work area; and

- ii. the work being performed is classified at a different level to that of their current duties;

remuneration for the overtime will be paid at the minimum point in the salary range of the classification of the work being performed;

- h. **Duty over midnight.** Where an overtime attendance, not continuous with ordinary duty, involves duty before and after midnight, the minimum payments provision of Clause D6.1b will be satisfied when the total payment for the whole attendance equals or exceeds the minimum payment applicable to one day. Where a higher rate for overtime applies to one of the days, the minimum payment will be calculated at the higher rate; and
- i. **Executive Level employees** are not normally entitled to overtime. Such entitlements would only be approved in exceptional circumstances. Executive Level employees will only be eligible for overtime where the Director-General has approved their job as being:
 - i. a specialised job requiring skills not readily available in the Library; and
 - ii. a job requiring ongoing access to overtime in order to allow the Library's objectives to be achieved.

D6.2 Where an employee works overtime and will not have a minimum break of eight consecutive hours, plus reasonable travelling time (as determined by Library policy), between the day on which overtime is worked and the next working day, then:

- a. the employee will be allowed to leave work after such overtime for a period of eight consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay or other entitlements for ordinary working time occurring during the employee's absence; or
- b. if the employee is required to resume or continue work on the instruction of the Director-General, without having had eight consecutive hours off duty, plus reasonable travelling time, the employee:
 - i. will be paid at double the normal rate of pay (for time worked) until the employee has had eight consecutive hours off duty plus reasonable travelling time; and
 - ii. will not suffer any loss of pay or other entitlements for ordinary working time during the employee's absence.

D6.3 Where an employee who is receiving a restriction allowance under Clause F1.2e is required to perform duty:

- a. but is not required to be recalled to work, the employee will be paid overtime in accordance with Clause D6.1, subject to a one hour minimum payment.
- b. at a place of work, the employee will be paid overtime in accordance with Clause D6.1, subject to a two hour minimum payment.

PART E LEAVE

E1 Leave Arrangements - Portability of Accrued Leave Entitlements

E1.1 Provided there is no break in continuity of service, all existing accrued annual and personal/carer's leave (however described) will be transferred or recognised for new employees who join the Library on or after commencement of this Agreement from:

- a. an employer staffed under the Public Service Act;

- b. an employer staffed under the *Parliamentary Service Act 1999*; or
- c. an employer staffed under the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994*.

E2 Annual Leave

E2.1 Entitlement. Full-time employees will accrue 20 days paid annual leave each year of service.

E2.2 Crediting. Annual leave accrues daily. Employees absent on leave without pay that does not count as service for annual leave purposes, will not accrue or be credited with annual leave for that period of leave without pay.

E2.3 Employees who work Saturdays, Sundays and/or Public Holidays (other than overtime) will accrue up to five additional days annual leave in accordance with the following table:

Number of Saturdays, Sundays and/or Public Holidays (per calendar year)	Additional annual leave
Up to 10	1 day
Between 11 and 20	2 days
Between 21 and 30	3 days
Between 31 and 40	4 days
41 or more	5 days

E2.4 Cashing out of annual leave. Consistent with the provisions of the Fair Work Act, the Director-General and an employee may make a written agreement to cash out annual leave of up to 10 days in each 12 month period as a lump sum on the following basis:

- a. each “cashing out” is made by a separate written agreement;
- b. the employee has already used a minimum of 15 days annual leave, *pro-rata* for part-time employees, in the current calendar year;
- c. the minimum application to cash out annual leave is five days, *pro-rata* for part-time employees;
- d. the employee will have at least four weeks of annual leave remaining after the cashing out; and
- e. the employee will be paid the full amount that would have been payable had the employee taken the leave to be cashed out.

E2.5 Part-time employees. *Pro-rata* figures for the purposes of Clause E2.4 will be based on the Agreed Hours of Duty at the time of application.

E2.6 Approval. Annual leave is subject to the approval of the Director-General and counts as service for all purposes.

E2.7 Excessive accumulated annual leave. Employees are responsible for ensuring that they use an adequate amount of annual leave each year. Consistent with the provisions of Subsection 93(3) of the Fair Work Act, an employee who has more than 40 days accrued annual leave at any time (*pro-rata* based on the Agreed Hours of Duty for part-time employees), may be directed by the Director-

General, on four weeks' notice to the employee, to take up to one quarter of the employee's accrued annual leave.

E2.8 Leave of less than one day. Annual leave may be used for absences of less than one day.

E2.9 Payment on Separation. Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave calculated up to the day of cessation.

E2.10 Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

E3 Personal/Carer's Leave

E3.1 Entitlement and Crediting. Subject to Clause E3.2, ongoing employees will be granted 18 days paid personal/carers' leave on commencement and then, from the first anniversary of their commencement, will be entitled to 18 days personal/carers' leave for each year of service thereafter, to be accrued on a daily basis. Non-ongoing employees will be entitled to 18 days personal/carers' leave for each year of service, to be accrued on a daily basis.

E3.2 An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1998* for more than 45 weeks will accrue paid personal/carers' leave on a *pro-rata* basis based on the hours worked.

E3.3 Taking personal/carers' leave. Personal/carers' leave may be taken by an employee:

- a. because the employee is not fit for work because of a personal illness, or injury affecting the employee;
- b. to provide care or support to a member of the employee's Immediate Family or Household who requires care or support because of a personal illness, or personal injury affecting the member or an unexpected emergency affecting the member.

E3.4 Personal/carers' leave may be used for whole or part days. Where practicable, the employee must give notice prior to the absence of the intention to take personal/carers' leave, or otherwise notify of such absence as soon as reasonably practicable.

E3.5 An employee may apply to the Director-General for approval to use part of their personal/carers' leave in respect of any other personal circumstances if such an arrangement will result in the Library continuing to satisfy the National Employment Standards in respect of the employee.

E3.6 Accumulation. Unused personal/carers' leave will accumulate, but will not be cashed out under any circumstances including upon separation.

E3.7 Unpaid personal/carers' leave. Subject to Clause E3.9 (Maximum period of continuous personal/carers' leave), if an employee has exhausted their available paid personal/carers' leave credits, the employee will be granted:

- a. unpaid personal leave for use in respect of personal illness, or injury, of the employee; and/or
- b. unpaid carers' leave of up to two days for each occasion when a member of the employee's Immediate Family or Household requires care or support during that period because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.

E3.8 Evidence. The Director-General may require satisfactory evidence for a period of personal/carers' leave. Details of satisfactory evidence requirements are provided in the relevant policy.

E3.9 Maximum period of continuous personal/carers' leave. There is no limit to the amount of accrued (i.e. paid) personal/carers' leave that may be taken. Unpaid personal/carers' leave is not available to

employees where this would extend any period of continuous personal/carer's leave beyond 78 weeks. Where a period of continuous absence on account of illness or injury extends beyond 78 weeks, the further absence will not count as service for any purpose, except long service leave.

E3.10 Termination on invalidity grounds. An employee will not be retired on invalidity grounds before personal/carer's leave credits have expired, unless provided for in legislation.

E3.11 Annual leave. The Director-General may approve other types of leave, with the exception of parental leave, during a period of annual leave if satisfactory evidence is provided. If approved, the employee's leave will be re-credited to the extent of the period of other leave granted.

E3.12 Maternity Leave. An employee will not be entitled to paid personal/carer's leave during a period of paid leave under the Maternity Leave Act including any extended period under Clause E7.

E4 Compassionate Leave

E4.1 Consistent with the provisions of the Fair Work Act, casual employees are entitled to a period of two days unpaid compassionate leave and all other employees are entitled to a period of two days paid compassionate leave for each occasion when a member of the employee's Immediate Family or Household:

- a. contracts or develops a personal illness that poses a serious threat to the immediate family member's or household member's life;
- b. sustains a personal injury that poses a serious threat to the immediate family member's or household member's life; or
- c. dies.

E4.2 Compassionate leave may be taken as a single, unbroken period of two days, two separate periods of one day, or as otherwise approved by the Director-General.

E4.3 Evidence. The Director-General may require evidence for a period of compassionate leave.

E5 Long Service Leave

E5.1 The Director-General may approve applications for long service leave of at least seven calendar days on full pay or at least 14 calendar days on half pay, per occasion, provided the period does not exceed the employee's long service leave credit at that time and does not result in a greater entitlement than under the Long Service Leave Act. It is not to be broken by other periods of leave, except as otherwise provided by legislation.

E6 Parental Provisions

E6.1 The subclauses contained in clause E6 shall apply to E7 - Maternity Leave, E8 - Adoption Leave, E9 - Foster Carer's Leave and E10 - Partner Leave. Paid Adoption, Foster Carer's and Partner Leave will be granted only where the employee has service equivalent to the qualifying service requirements for payment during leave as prescribed by the Maternity Leave Act.

E6.2 On ending a period of parental leave, employees have the return to work guarantee and the right to request flexible working arrangements, including access to breastfeeding facilities and part-time employment.

E6.3 An employee is entitled to up to a total of 52 weeks of leave, made up of paid and/or unpaid leave under the parental provisions (for details see E7 – Maternity Leave, E8 – Adoption Leave, E9 – Foster Carer's Leave and E10 – Partner Leave below) if:

- a. the leave is associated with:
 - i. the birth of a child of the employee or the employee's spouse or de facto partner; or
 - ii. the placement of a child with the employee for adoption or permanent fostering; and
- b. the employee has or will have a responsibility for the care of the child.

E6.4 On ending the initial period of up to 52 weeks of parental leave, an employee may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.

E6.5 On ending parental leave, an employee is entitled to return to:

- a. the employee's pre-parental leave position; or
- b. if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

E7 Maternity Leave

E7.1 Employees are entitled to up to 12 weeks paid maternity leave as provided for in the Maternity Leave Act. The Director-General may approve an employee to spread payment for this leave over a maximum of 24 continuous weeks. A maximum of 12 weeks of the leave period will count as service.

E7.2 An employee who is entitled to paid maternity leave under the abovementioned Act, will be granted an additional two weeks paid maternity leave, which may be taken at half pay. If an employee elects to take the additional two weeks maternity leave at half pay, the additional leave beyond the two weeks will not count as service for any purpose.

E8 Adoption Leave

E8.1 An employee, who is the primary care giver of an adopted child (up to 16 years of age at the time of adoption) will be entitled to up to 14 weeks paid adoption leave for the purposes of adopting a child.

E8.2 The adopted child must not be (otherwise than because of the adoption) a child or step-child of the employee or the employee's partner. The adopted child must not have lived continuously with the employee or the employee's partner for a period of six months or more as at the time of adoption.

E8.3 An employee may elect to take adoption leave at half pay. Any additional leave beyond the period specified in subclause E8.1 will not count for service for any purpose.

E9 Foster Carer's Leave

E9.1 An employee, who is the primary care giver of a fostered child (up to 16 years of age at the time of fostering), will be entitled to up to 14 weeks paid foster carer's leave for the purposes of fostering a child.

E9.2 The fostered child must not be (otherwise than because of the fostering) a child or step-child of the employee or the employee's partner. The fostered child must not have lived continuously with the employee or the employee's partner for a period of six months or more as at the time of permanent fostering.

E9.3 The leave provided for in this clause applies in relation to a child for whom the employee has assumed long term responsibility arising from the placement of the child by a permanent fostering arrangement:

- a. by a person/organisation with statutory responsibility for the placement of the child; and

- b. where the child is not expected to return to their family.

E9.4 An employee may elect to take foster carer's leave at half pay. Any additional leave beyond the period specified in subclause E9.1 will not count for service for any purpose.

E10 Partner Leave

E10.1 An employee, who is not the primary care giver, is entitled to 10 days paid partner leave within 60 calendar days of the birth, adoption or permanent fostering of a dependent child. An employee may elect to take partner leave at half pay.

E11 Miscellaneous Leave

E11.1 The Director-General may approve leave, either with or without pay, for a variety of purposes. Further information is provided in Library policy.

E11.2 The approval of miscellaneous leave is subject to the Director-General's consideration of the operational needs of the Library and/or the interests of the Australian Public Service (APS).

E11.3 Miscellaneous leave may be granted under this clause:

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

E11.4 Where leave is refused the Director-General will advise the employee in writing of the reason for the decision.

E12 Community Service Leave

E12.1 Defence Reserve Leave. The Director-General may grant an employee Defence Reserve leave, with or without pay, to enable the employee to fulfil Reserve or full-time Australian Defence Force (ADF) obligations. Further information about Defence Reserve leave is provided in the relevant policy, however Defence Reserve leave shall be no less generous than the advice provided for by the Defence Reserve Support Council.

E12.2 Voluntary Emergency Services Leave. Employees are entitled to leave to participate in eligible community service activities in accordance with the Fair Work Act. This includes leave for regular training, emergency services responses, reasonable recovery time and ceremonial duties. The Director-General may provide that leave with or without pay.

E12.3 Jury Service. Leave for jury service will be provided in accordance with the provisions of the Fair Work Act.

E13 Purchased Leave

E13.1 Employees may request to purchase additional leave once during a calendar year. Such an arrangement will be subject to agreement between the employee and the Library on the length and timing of the leave purchased having regard to the operational needs of the Library and the personal circumstances of the employee.

E13.2 In extenuating circumstances the Director-General will agree to a request from an employee to cancel the purchased leave arrangement and return deductions made for purchased leave not yet taken.

E13.3 If an employee takes advantage of purchased leave arrangements, the value of the additional leave will be deducted from their fortnightly salary in instalments over a maximum period of 26 pay periods or a lesser period as requested by the employee.

E13.4 Approved leave under Clause E13.1 must be taken by 31 December in the calendar year in which it is purchased and the leave will count as service for all purposes.

E13.5 **Leave of less than one day.** Purchased leave may be used for absences of less than one day.

E14 Study Leave and Study Assistance

E14.1 Further information about study leave and study assistance is provided in Library policy. Financial assistance may be approved of up to \$530 per semester for reimbursement of course fees or student contribution paid up front, upon successful completion of an approved unit/course.

E15 Public Holidays

E15.1 Public holidays will be provided consistent with the provisions of the Fair Work Act.

E15.2 Employees will observe the following holidays each year and will be paid as if that day were not a public holiday:

- a. New Year's day or substitute;
- b. Australia Day or substitute;
- c. Good Friday;
- d. Easter Monday;
- e. Anzac Day or substitute;
- f. The Queen's Birthday holiday;
- g. Christmas Day or substitute;
- h. Boxing Day or substitute; and
- i. any other day, or part day, declared by, or under a law of, a State or Territory to be observed generally within the State or Territory as a public holiday, e.g. Labour Day.

E15.3 For the purpose of this clause, "substitute" shall mean a day or part day that is substituted for one of the public holidays listed above under State or Territory law.

E16 Additional National Library of Australia Holiday

E16.1 Employees will not generally be required to work on the next normal working day following the Boxing Day holiday and will be paid as if it is a normal working day. Employees who are required to work that day will be paid as if that day was a public holiday. Where Executive Level employees are required to work on this day, the conditions set out in Clause D6.1i shall apply.

E17 Christmas Operations and Close Down Days

E17.1 With the exception of the Bookshop and Exhibition areas, the Library will close for normal business on the last working day before Christmas Day and reopen for normal business on the first working day after New Year's Day.

E17.2 The Christmas close down days are the two days between Christmas and New Year which are not official public holidays or the Additional National Library of Australia Holiday.

- E17.3** Where an employee is absent on leave, payment for the Christmas Operations provision will be consistent with that form of leave, (e.g. if on long service leave at half pay, payment is at half pay).
- E17.4** If employees below the Executive Level are required to work on the Christmas close down days referred to in E17.2 above, they will be entitled to overtime provisions for the day(s) worked, noting that any agreed time off in lieu must be taken within three months of the days worked and subject to the operational needs of the Library. If Executive Level employees are required to work on the Christmas close down days, they will be provided with alternative time off, on a time for time basis, within three months of the days worked and subject to the operational needs of the Library.
- E17.5** There will be no deduction from annual, purchased leave or personal/carer's leave credits for the time off provided during Christmas Operations.

E18 Community and Cultural leave for Aboriginal & Torres Strait Islander employees

- E18.1** To facilitate Aboriginal and Torres Strait Islander employees meeting their kinship and cultural aspirations they may apply for up to three days per annum paid leave in any calendar year for community and cultural reasons. In addition the Library will consider granting additional unpaid leave for community and cultural reasons including supporting Aboriginal and Torres Strait Islander employees to meet their obligations under traditional and kinship relationships. Unpaid leave for this purpose will not count as service.

E19 Absence without approval

- E19.1** Where an employee is absent from work without approval, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the Library will seek to recover those amounts.
- E19.2** Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the Accountable Authority Instructions or equivalent.

PART F ALLOWANCES AND REIMBURSEMENTS

F1 General Allowances and Reimbursements

- F1.1** Library policy provides information on how allowances and reimbursements are to be administered.
- F1.2** Certain employees are entitled to the following allowances:
- a. Community Language Allowance:
 - i. Language aide: \$922 per annum; or
 - ii. Paraprofessional interpreter: \$1,843 per annum;
 - b. First Aid Allowance:
 - i. Current certificate of St John Ambulance Australia, or equivalent: \$26.00 per fortnight;
 - c. Health and Safety Representative Allowance:
 - i. Employees appointed under the Library's workplace safety arrangements, and upon completion of accredited training: \$26.00 per fortnight.

- d. Motor Vehicle Allowance: the amount per kilometre travelled as specified in Part 2 of Schedule 1 of the *Income Tax Assessment Regulations 1997*; and
- e. Restriction Allowance:
 - i. week days: \$3.30 per hour; and
 - ii. Saturday, Sunday or public holiday: \$3.30 per hour plus \$10.90 per day.
- f. IT Access Allowance:
 - i. \$20.70 per fortnight

Restriction Allowance is not payable during any period where an employee is receiving overtime payments as set out in Clause D6.1e.

F1.3 Certain employees may be entitled to the following reimbursements:

- a. books and equipment (Cadets only): up to \$470 per year;
- b. compulsory fees incurred in the course of their studies (Cadets only);
- c. relocation costs;
- d. financial planning and budgeting advice: up to \$130 per annum;
- e. flu vaccination;
- f. travel allowance;
- g. consumable office supplies and equipment maintenance; and
- h. loss or damage to clothing or personal effects.

F2 Higher Duties Allowance

F2.1 The rate of Higher Duties Allowance payable shall be determined according to the following guidelines:

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

F2.2 Vacancies at Executive Level 2 and below

- a. where an employee carries out duties in a position that:
 - i. is classified at Executive Level 2 or lower; and
 - ii. is of higher classification than the employee's usual classification,
 - iii. Higher Duties Allowance will be paid to the employee if the employee carries out those duties for a period of three consecutive weeks or more.
- b. Where an employee is on Higher Duties for less than three weeks and the period is extended to or beyond three weeks the Higher Duties Allowance is payable for the full period.

F2.3 Vacancies at Senior Executive Service levels

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

PART G CONSULTATION AND REPRESENTATION**G1 Application.****G1.1** This clause applies if the Library:

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

G2 Major change**G2.1** For a major change referred to in paragraph G1.1a:

- a. the Library must notify the relevant employees of the decision to introduce the major change; and
- b. G2.2 to G2.8 apply.

G2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.**G2.3** If:

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

the Library must recognise the representative.

G2.4 As soon as practicable after making its decision, the Library must:

- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Library is taking to avert or mitigate the adverse effect of the change on the employees; and

- b. for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

G2.5 However, the Library is not required to disclose confidential or commercially sensitive information to the relevant employees.

G2.6 The Library must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

G2.7 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 Library, the requirements set out in paragraph G2.1a and subclauses G2.2 and G2.4 are taken not to apply.

G2.8 In this term, a major change is likely to have a significant effect on employees if it results in:

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

G3 Change to regular roster or ordinary hours of work

G3.1 For a change referred to in paragraph G1.1b:

- a. the Library must notify the relevant employees of the proposed change; and
- b. G3.2 to G3.6 apply.

G3.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

G3.3 If:

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

the Library must recognise the representative.

G3.4 As soon as practicable after proposing to introduce the change, the Library must:

- a. discuss with the relevant employees the introduction of the change; and
- b. for the purposes of the discussion provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and

- ii. information about what the Library reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the Library reasonably believes are likely to affect the employees; and
- c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

G3.5 However, the Library is not required to disclose confidential or commercially sensitive information to the relevant employees.

G3.6 The Library must give prompt and genuine consideration to matters raised about the change by the relevant employees.

G3.7 In this clause: "relevant employees" means the employees who may be affected by a change referred to in G1.1.

G4 Consultative Committee

G4.1 The Library will have a Consultative Committee to consult with employees and their chosen representatives.

G5 Employee Representation

G5.1 The Library recognises:

- a. the legitimate role of unions in the workplace; and
- b. that employees are free to choose whether or not to join a union.

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

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

PART H DISPUTE SETTLEMENT PROCEDURE

H1 Dispute Resolution Procedures

H1.1 If a dispute relates to:

- a. a matter arising under the Agreement; or
- b. the NES;

this clause sets out procedures to settle the dispute.

H1.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

H1.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

H1.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

H1.5 The FWC may deal with the dispute in two stages:

- a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

H1.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- a. an employee must continue to perform the employee's work as the employee would normally unless the employee has a reasonable concern about an imminent risk to the employee's health or safety; and
- b. an employee must comply with a direction given by the Library to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

H1.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.**PART I REDUNDANCY, REDEPLOYMENT AND NOTICE OF TERMINATION****I1 Overview****I1.1** Clauses I1.1 to I6.9 of this Agreement only apply to ongoing employees not on probation.**I1.2** An employee is an excess employee if:

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

11.3 Should an employee become excess to the requirements of the Library, the employee may be terminated from the APS by the Director-General under Section 29 of the Public Service Act having regard to the process set out in this Part I.

11.4 In the circumstances where an employee is excess, or is likely to become excess, the Library commits to taking reasonable steps to redeploy that employee either within the Library or elsewhere across the APS, in accordance with APS Redeployment policies and practices as in force from time to time.

12 Consultation Process

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

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

- a. redeployment opportunities for the employee(s) concerned; and
- b. whether voluntary retrenchment may be appropriate.

12.3 The potentially excess employee(s) will have one month for the discussions set out in Clause 12.2, except where the parties to the consultation process agree on a lesser period.

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

13 Voluntary Retrenchment

13.1 Where the Director-General invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The offer of voluntary retrenchment will be made only once to an excess employee. The Director-General will not give notice of termination under Section 29 of the Public Service Act before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).

13.2 At the commencement of that month the employee must be given information on the amount of redundancy pay, pay in lieu of notice and paid up leave credits, and the Library will facilitate access to information about superannuation contributions. The Library will provide financial assistance up to \$350 (or a higher amount if considered appropriate by the Director-General) for employees seeking financial advice.

14 Period of Notice

14.1 Where the employee agrees to be voluntarily retrenched, the Director-General can approve the employee's termination under Section 29 of the Public Service Act and upon approval will give the required notice of termination. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least two years of continuous service).

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

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

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

14.5 Entitlement: An eligible excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the Director-General under Section 29 of the Public Service Act will be entitled to be paid redundancy pay as detailed below:

Length of Continuous Service	Redundancy Pay Entitlement
Less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks plus <i>pro-rata</i>
At least 5 years but less than 6 years	10 weeks plus <i>pro-rata</i>
At least 6 years but less than 7 years	12 weeks plus <i>pro-rata</i>
At least 7 years but less than 8 years	14 weeks plus <i>pro-rata</i>
At least 8 years but less than 9 years	16 weeks plus <i>pro-rata</i>
At least 9 years but less than 10 years	18 weeks plus <i>pro-rata</i>
At least 10 years but less than 11 years	20 weeks plus <i>pro-rata</i>
11 years or more	22 weeks up to a maximum of 48 weeks

14.6 Minimum and maximum payments: The minimum sum payable as redundancy pay on termination will be four weeks salary and the maximum will be 48 weeks salary.

14.7 Pro-rata entitlement: Redundancy pay will be calculated on a *pro-rata* basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.

14.8 Service for Redundancy pay purposes: For the purpose of calculating an entitlement in accordance with Clause 14.5:

- a. service in an agency;
- b. Government service as defined in Section 10 of the Long Service Leave Act;
- c. service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d. service with the Australian Defence Forces;

- e. APS service immediately preceding deemed resignation under the then Section 49 (as repealed in 1966) of the repealed *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
- f. service in another organisation where:
 - i. an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - ii. an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
 - iii. such service is recognised for long service leave purposes.

I4.9 Service not to count as service for redundancy pay purposes:

- a. any period of service which ceased through termination on the following grounds:
 - i. the employee lacks, or has lost, an essential qualification for performing the employee's duties;
 - ii. non-performance, or unsatisfactory performance, of duties;
 - iii. inability to perform duties because of physical or mental incapacity;
 - iv. failure to satisfactorily complete an entry level training course;
 - v. failure to meet a condition imposed under Subsection 22(6) of the Public Service Act;
 - vi. breach of the APS *Code of Conduct*;
 - vii. any other ground prescribed by the *Public Service Regulations 1999*; or
 - viii. on a ground equivalent to those in Clause I4.9(a) under the repealed *Public Service Act 1922*;
- b. any period of service which ceased through voluntary termination at or above the minimum retiring age applicable to the employee; or
- c. any period of service which ceased with the payment of a redundancy benefit or similar payment or an employer financed termination benefit.

I4.10 **Earlier periods of service:** For earlier periods of service to count there must be no breaks between the periods except where:

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

I4.11 **Absences during a period of service:** Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

I4.12 **Rate of payment - redundancy pay:** For the purposes of calculating any payment under Clause I4.5, "salary" will include:

- a. the employee's full-time salary, adjusted on a *pro-rata* basis for periods of part-time service;

- b. for an allowance to be included as salary for redundancy pay purposes it will have been paid during periods of annual leave and on a regular basis and not be a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty; and
- c. Higher Duties Allowance payments are to be included in salary where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.

14.13 Reduction in classification: Where the Director-General proposes to reduce an excess employee's classification either:

- a. the employee will be given the same period of notice as the employee would have been entitled to receive if the employment had been terminated; or
- b. the employer may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with Clause 14.12.

15 Involuntary Retrenchment

15.1 If an excess employee does not elect to accept an offer of voluntary redundancy under Clause 13.1, the employee will be subject to involuntary retrenchment.

16 Retention Periods

16.1 Unless the employee agrees, an excess employee will not be involuntarily terminated by the Director-General under Section 29 of the Public Service Act until the following retention periods have elapsed:

- a. 13 months where an employee has 20 or more years of service or is over 45 years of age with two years of continuous service; or
- b. seven months for other employees.

16.2 If an employee is entitled to a redundancy payment in accordance with the NES, the relevant periods in Clause 16.1a and 16.1b above are reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

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

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

16.4 During the retention period the Director-General:

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

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- 16.5** The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where those expenses are not met by the prospective employer.
- 16.6** The Director-General may extend the retention period under Clause 16.1 to enable completion of an approved placement.
- 16.7** Where the Director-General is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and there are no reasonable redeployment prospects within the APS, the Director-General may terminate the employee's employment under Section 29 of the Public Service Act on the grounds that the employee is excess to requirements. Upon termination the employee will be paid a lump sum comprising:
- a. The balance of the retention period (as shortened by the NES under Subclause 16.2) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b. An additional redundancy payment equal to the amount the retention period was shortened by under Clause 16.2 above (i.e. the NES component).
- 16.8** An excess employee will not be terminated involuntarily if the employee has not been invited to elect to be terminated.
- 16.9** An excess employee will be given the prescribed period of notice under the Fair Work Act. The prescribed period of notice will as far as practicable be concurrent with retention periods.

PART J INTERPRETATION

J1 Definitions

J1.1 For the purposes of this Agreement the following definitions apply:

Agency	means an Agency as defined in the <i>Public Service Act 1999</i> .
Agreed Hours of Duty	means a part-time employee's hours of duty approved by the Director-General under Clause D2.
Agreement	means the <i>National Library Enterprise Agreement 2017-2020</i> .
APS	means the Australian Public Service.
Child	unless the context otherwise requires, includes: <ul style="list-style-type: none">a. an adopted child;b. a fostered child; a stepchild; an ex-nuptial child; and an adult child.
Delegate	means a person authorised to be a delegate of the Director-General under Section 17 of the <i>National Library Act 1960</i> .
Dependant	in relation to an employee means: <ul style="list-style-type: none">a. a partner, orb. a child, parent or ward of the employee, or of the partner of the employee, being a child, parent or ward who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.
Director-General	means the Director-General of the National Library of Australia as established under Section 17 of the <i>National Library Act 1960</i> .
Executive Level employee	means an employee occupying a job classified as: <ul style="list-style-type: none">a. Executive Level 1, orb. Executive Level 2.
Fair Work Act	means the <i>Fair Work Act 2009</i> .

Graduate Broadband	means a broadband of the APS3 and APS4 classifications that only applies to graduate employees.
Household	includes: <ul style="list-style-type: none">a. Immediate Family; andb. the people residing with the employee, although not necessarily dependent on the employee.
Immediate Family	the following are members of an employee's immediate family: <ul style="list-style-type: none">a. partner, child, parent, grandparent, grandchild, guardian, ward or sibling of the employee; andb. a child, parent, grandparent, grandchild or sibling of a partner of the employee.
Library	means the National Library of Australia.
Long Service Leave Act	means the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
Manager	means the person responsible for the operation of the Division, Branch or Section in which the employee works.
Maternity Leave Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> .
NES	means the National Employment Standards
Normal Rate of Pay	means $((\text{Annual Salary} \times 12) / 313) / 74.1667 = \text{hourly rate}$.
Overtime	means paid time worked in addition to the normal paid working week which has prior approval of the Director-General and where the time claimed has been certified as being correct by an appropriate officer. Any such overtime will be paid at the rates set out in Clause D6.1 of this Agreement.
Partner	means: <ul style="list-style-type: none">a. husband or wife (or former husband or wife) of the employee;b. de facto partner (or former de facto partner), without discrimination as to sexual preference, of the employee.

Rostered Employee	means an employee whose name appears regularly on a roster as part of their normal duties, which include weekend and evening work.
Salary	means the employee's rate of salary (in accordance with the salary rates at Attachment A) and will be salary for all purposes. Participation in purchased leave arrangements or other relevant arrangements will not affect salary calculations for the aforementioned purposes unless specified.
SES	means an employee of a Senior Executive Service classification.
Supervisor	means the person responsible for directing the work of the employee.

Attachment A

Table 1: Operational Classifications

Previous classification	New classification	Previous salary	Salary on commencement	Salary on first anniversary	Salary on second anniversary
APS1.1	APS1.1	\$41,491	\$42,736	\$43,590	\$44,026
APS1.2	APS1.2	\$42,950	\$44,239	\$45,123	\$45,575
APS1.3	APS1.3	\$44,403	\$45,735	\$46,650	\$47,116
APS1.4	APS1.4	\$45,859	\$47,235	\$48,179	\$48,661
APS2.1	APS2.1	\$47,685	\$49,116	\$50,098	\$50,599
APS2.2	APS2.2	\$49,279	\$50,757	\$51,773	\$52,290
APS2.3	APS2.3	\$50,876	\$52,402	\$53,450	\$53,985
APS2.4	APS2.4	\$52,469	\$54,043	\$55,124	\$55,675
APS2.5	APS2.5	\$54,065	\$55,687	\$56,801	\$57,369
APS3.1	APS3.1	\$55,216	\$56,872	\$58,010	\$58,590
APS3.2	APS3.2	\$56,734	\$58,436	\$59,605	\$60,201
APS3.3	APS3.3	\$58,283	\$60,031	\$61,232	\$61,844
APS3.4	APS3.4	\$59,640	\$61,429	\$62,658	\$63,284
APS4.1	APS4.1	\$60,648	\$62,467	\$63,717	\$64,354
APS4.2	APS4.2	\$61,987	\$63,847	\$65,124	\$65,775
APS4.3	APS4.3	\$63,655	\$65,565	\$66,876	\$67,545
APS4.4	APS4.4	\$65,486	\$67,451	\$68,800	\$69,488
APS5.1	APS5.1	\$67,489	\$69,514	\$70,904	\$71,613
APS5.2	APS5.2	\$68,940	\$71,008	\$72,428	\$73,153
APS5.3	APS5.3	\$70,411	\$72,523	\$73,974	\$74,714
APS5.4	APS5.4	\$71,940	\$74,098	\$75,580	\$76,336
APS6.1	APS6.1	\$76,173	\$78,458	\$80,027	\$80,828
APS6.2	APS6.2	\$78,446	\$80,799	\$82,415	\$83,240
APS6.3	APS6.3	\$80,780	\$83,203	\$84,867	\$85,716
APS6.4	APS6.4	\$83,879	\$86,395	\$88,123	\$89,005
(APS6.5)	(APS6.5)	Restricted*			
n/a	EL1.1	n/a	\$94,726	\$96,620	\$97,586
EL1.1	EL1.2	\$95,467	\$98,331	\$100,298	\$101,301
EL1.2	EL1.3	\$98,934	\$101,902	\$103,940	\$104,979
EL1.3	EL1.4	\$102,403	\$105,475	\$107,585	\$108,660
EL1.4	EL1.5	\$105,870	\$109,046	\$111,227	\$112,339
EL1.5	EL1.6	\$109,339	\$112,619	\$114,872	\$116,020
n/a	EL2.1	n/a	\$115,713	\$118,028	\$119,208
EL2.1	EL2.2	\$117,622	\$121,151	\$123,574	\$124,809
EL2.2	EL2.3	\$122,900	\$126,587	\$129,119	\$130,410
EL2.3	EL2.4	\$128,179	\$132,024	\$134,665	\$136,011
EL2.4	EL2.5	\$133,458	\$137,462	\$140,211	\$141,613

* Refer to clause C2.6

Table 2: Graduates

Classification		Previous Salary	Salary on commencement	Salary on first anniversary	Salary on second anniversary
Graduate APS	Operational Broadband				
Grad .1	APS3.1	\$55,216	\$56,872	\$58,010	\$58,590
Grad .2	APS3.2	\$56,734	\$58,436	\$59,605	\$60,201
Grad .3	APS3.3	\$58,283	\$60,031	\$61,232	\$61,844
Grad .4	APS3.4	\$59,640	\$61,429	\$62,658	\$63,284
Grad .5	APS4.1	\$60,648	\$62,467	\$63,717	\$64,354
Grad .6	APS4.2	\$61,987	\$63,847	\$65,124	\$65,775
Grad .7	APS4.3	\$63,655	\$65,565	\$66,876	\$67,545
Grad .8	APS4.4	\$65,486	\$67,451	\$68,800	\$69,488

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