



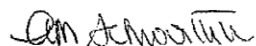
NATIONAL LIBRARY OF AUSTRALIA

ENTERPRISE AGREEMENT

2011 – 2014

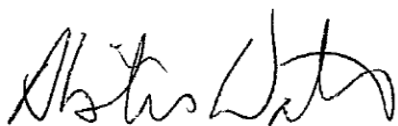
FORMAL ACCEPTANCE OF THIS AGREEMENT

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



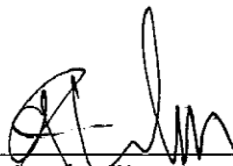
Ms Anne-Marie Schwirtlich
Director-General, Parkes Place, Parkes ACT 2600
For and on behalf of the National Library of Australia

Dated this 14th day of November in the year 2011



Mr Alistair Waters
Deputy National President, Level 1, 40 Brisbane Avenue, Barton ACT 2600
For and on behalf of the Community and Public Sector Union (CPSU)

Dated this 14th day of November in the year 2011



Mr Christopher Warren
Federal Secretary, 245 Chalmers Street, Redfern NSW 2016
For and on behalf of the Media, Entertainment and Arts Alliance (MEAA)

Dated this 14th day of November in the year 2011

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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 2011 – 2014*.

A2 Coverage of this Agreement

A2.1 This Agreement is made as an Enterprise Agreement under Part 2 - 4 of the *Fair Work Act 2009* and covers:

- a. all Library employees employed under the *Public Service Act 1999*, excluding Senior Executive Service employees; and
- b. the following unions if Fair Work Australia notes in its decision to approve this Agreement that it covers that particular union:
 - i. the Community and Public Sector Union (CPSU); and
 - ii. the Media, Entertainment and Arts Alliance (MEAA).

A3 Duration

A3.1 This Agreement will commence operation on or after the first full pay period after Fair Work Australia approves the Agreement and will nominally expire on 30 June 2014.

A4 No Further Claims

A4.1 From the commencement of the operation of this Agreement, a person or organisation covered by the Agreement must not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

A5 Effect of Agreement on Pre-Existing Arrangements

A5.1 It is acknowledged that employment under this Agreement is subject to, but not limited to, the provisions of the following Commonwealth Acts and their Regulations or instruments made under the Acts:

- *Administrative Decisions (Judicial Review) Act 1977*;
- *Age Discrimination Act 2004*;
- *Archives Act 1983*;
- *Commonwealth Authorities and Companies Act 1997*;
- *Crimes Act 1914*;
- *Disability Discrimination Act 1992*;
- *Fair Work Act 2009*;
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
- *Freedom of Information Act 1982*;
- *Human Rights and Equal Opportunity Commission (Transitional Provisions and Consequential Amendments) Act 1986*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *National Library Act 1960*;
- *Occupational Health and Safety Act 1991*;

- *Privacy Act 1988*;
- *Public Employment (Consequential and Transitional) Amendment Act 1999*;
- *Public Service Act 1999*;
- *Racial Discrimination Act 1975*;
- *Safety, Rehabilitation and Compensation Act 1988*;
- *Sex Discrimination Act 1984*;
- *Superannuation Act 1976*;
- *Superannuation Act 1990*;
- *Superannuation Act 2005*;
- *Superannuation (Consequential Amendments) Act 2005*;
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*; and
- *Superannuation (Productivity Benefit) Act 1988*.

A6 Policies, Procedures and Guidelines

- A6.1** Employees are subject to Library policies, procedures and guidelines, which will apply in the form they are in at the time of any relevant action or decision. If there is any inconsistency between the policies, guidelines and procedures and the express terms of this Agreement, the express terms of this Agreement will prevail.

A7 Workplace Delegation

- A7.1** The Director-General may delegate, in writing, any of the Director-General's functions or responsibilities under this Agreement. Any power exercisable by a senior manager/manager may be exercised by the Director-General.

PART B REMUNERATION

B1 Salary Amount

- B1.1** Employees will be paid the annual salary for their classification and pay point level specified in Attachment A to this Agreement. These pay 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. The Salary Packaging Policy provides details on how salary packaging is to be administered.
- B2.2** The Library will assist an employee if they wish to arrange for remuneration packaging on the basis that:
- a. it incurs no cost to the Library and is fully outsourced;
 - b. employees have obtained their own financial advice prior to entering into remuneration packaging; and
 - c. the applicable pay point relating to an employee (as set out in Attachment A) will apply for all purposes including superannuation.

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 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.

B6 Traineeships

B6.1 This clause applies to an employee (other than a school-based apprentice) to whom a school-based traineeship training arrangement applies.

B6.2 The Director-General will determine the base rate of pay applying to an employee who is a school-based trainee at a rate that is no less favourable than that would be payable to the employee under the award rate applicable to the employee.

B6.3 School-based trainees may be paid loadings in lieu of any of the following:

- a. paid annual leave;
- b. paid personal/carer's leave; and/or
- c. paid absence for public holidays.

B7 Supported Wage System

B7.1 The Director-General will determine the pay rate applying to an employee employed under the Supported Wage System at a rate that is not less than the pay rate set in accordance with the Supported Wage System.

B8 Salary on Engagement, Promotion, Assignment, Allocation or Reduction

B8.1 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.

B8.2 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.

B8.3 On engagement as graduate employees, salaries will be determined in accordance with the graduate classification structure set out in Attachment A. Graduate employees may be eligible for advancement to an APS 4 classification on the following conditions:

- a. successful completion of the graduate program; and
- b. satisfactory performance.

B9 Retention Bonus

B9.1 At the discretion of the Director-General, upon engagement or promotion, an employee may be offered a one off retention payment of up to 10% of salary, payable after an agreed period of not less than 2 years.

B9.2 The Director-General may supplement the retention payment for an individual employee.

B9.3 Payment of a retention bonus as outlined in this clause shall be made by way of an Individual Flexibility Arrangement and in accordance with Clause B13.

B10 Reduction in Classification

B10.1 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.

B11 Method of Salary Payment

B11.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice.

B11.2 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.

B11.3 Fortnightly salary will be calculated using the following formula:

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

B12 Superannuation

B12.1 For an employee who exercises superannuation choice, the Library will provide a 15.4% contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Scheme Accumulation Plan (PSSap) (pursuant to Section 10 of the *Superannuation Act 2005*). For the purpose of this clause, an employee is an employee who, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the PSSap.

- B12.2** The Library may choose to limit superannuation choice to funds which:
- a. are complying and registered superannuation funds;
 - b. allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and
 - c. make satisfactory arrangements for the acceptance of payments from the Library and for information transfer between the Library's payroll and the fund.

- B12.3** 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. For employees in PSSap, the rules permit employer contributions to be made.

B13 Individual Flexibility Arrangements

- B13.1** 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:

- a. the IFA deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration;
 - vi. leave; and
- b. 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
- c. the IFA is genuinely agreed to by the Library and employee.

- B13.2** The Library must ensure that the terms of the IFA:

- a. are about permitted matters under Section 172 of the *Fair Work Act 2009*; and
- b. are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and
- c. result in the employee being better off overall than the employee would be if no arrangement was made.

- B13.3** The Library must ensure that the IFA:

- a. is in writing; and
- b. 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.

B13.4 The Library must give the employee a copy of the IFA within 14 days after it is agreed to.

B13.5 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.

B14 Productivity Payment

B14.1 A one off productivity payment of up to \$750 (pro-rata for part time employees) will be paid to eligible staff upon substantial completion of the 2011-12 strategic projects as outlined at Attachment B.

B14.2 The timeframe for substantial completion of the 2011-12 strategic projects is the end of May 2012 at which time an assessment will be undertaken.

B14.3 The Consultative Committee will assist in determining whether or not the projects have been substantially completed. In assisting the Director-General to determine whether the productivity payment will be paid, the Consultative Committee will discount factors outside of the control of employees such as changes in the law, economic, technological or environmental factors, funding or workload which may have affected completion, should the 2011-12 strategic projects not be substantially completed. The Consultative committee will consider whether enough projects have been completed, or substantially completed, to recommend to the Director-General that the productivity payment, or part thereof, should be made.

B14.4 To be eligible for the productivity payment staff will need to be:

- a. A permanent employee of the Library who has worked for the Library continuously for at least three months as at the end of May 2012; or
- b. A non-ongoing employee of the Library for at least three months continuously as at the end of May 2012; or
- c. A permanent staff member on long term paid leave or unpaid parental leave.

B14.5 Staff who are on other long- term leave without pay, are short term and/ or intermittent employees are not entitled to the productivity payment. If there is uncertainty surrounding an individual employee's eligibility for the productivity payment then the Director-General will be the determining authority.

B14.6 If all the 2011-12 strategic projects are not substantially completed then the quantum of any pro-rata productivity payment will be determined by the Director-General after considering the advice of the Consultative Committee.

B14.7 The Director-General is the authorising officer for the productivity payment or part thereof.

PART C PERFORMANCE MANAGEMENT FRAMEWORK

C1 Overview

C1.1 All employees and their supervisors will participate in the Performance Management Framework (PMF). The *Performance Management Framework Policy* provides details on how performance management is to be administered.

C2 Features of the PMF

C2.1 The PMF contains the following elements:

a. Performance Communication

Performance communication is aimed at ensuring that all employees participate in the development of their individual responsibilities and are provided with regular feedback on their job performance.

b. Personal Development Plans

Personal Development Plans allow a structured approach to determining the training and development required to ensure that performance requirements are met.

c. Training and Development

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

d. Salary Advancement through Pay Points

Salary advancement through pay points within each classification level is based on a qualifying period and a performance rating received by the employee of satisfactory or greater. The Corporate Management Group will approve salary advancement.

e. Personal Transition: Remuneration of APS6.5

A Restriction barrier applies to the top pay point for the APS 6 classification.

- i. Only employees who are remunerated with reference to the APS 6.5 pay point before the commencement of this 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 this agreement and were also classified as APS6 can and will continue to be remunerated at the APS6.5 for the life of this agreement.
- iii. The Table below provides remuneration for staff at the APS6.5 classification:

Classification	Old Salary \$	4.5% increase w/e first full pay period after the Agreement comes into operation	1.5% increase w/e 5/7/12	3.00% increase w/e 4/7/13
APSP6.5	78,465	81,996	83,226	85,723

f. Mobility

Mobility provides the flexibility to place the right people in the right jobs, and provides employees with a range of career and development opportunities. Mobility should not be used by Managers and Supervisors as a vehicle to avoid having to address performance issues or code of conduct matters.

g. Under-performance

Issues sometimes arise, and in fairness to all employees these issues should be addressed promptly, with feedback being the initial channel for discussion. Where issues remain unresolved, the Managing Underperformance procedures provide details on how underperformance is to be addressed.

h. Review

The PMF aims to ensure that work expectations and performance assessments are both fair and reasonable to both the supervisor and the employee. However there may be occasions where disagreement over elements of the PMF occurs. Where this cannot be resolved in the immediate workplace the Performance Management Framework Policy provides details on how a review is to be administered.

C3 Date of Effect for Salary Advancement

C3.1 Ongoing Employees

As at the first pay after 1 December each year, all ongoing employees will be eligible to advance one pay point within their substantive classification, provided:

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

C3.2 Performance allowance advancement

An ongoing employee may be eligible to advance a pay point(s) while on performance allowance at any time, provided that they;

- a. achieve a performance rating of satisfactory or greater for their performance at the higher classification; and
- b. are not at the maximum pay point for the relevant classification level.

C3.3 Continuous performance allowance

Subject to Clause C3.2, where an ongoing employee carries out the duties of a higher classification for 12 months or more continuously they will be eligible for pay point advancement.

C3.4 Broken performance allowance

Subject to the provisions of Clause C3.2, where an ongoing employee carries out the duties of a higher classification in broken periods they will be eligible for pay point advancement when they have carried out those duties for 12 months in a 24 month period.

C3.5 Retention of pay point

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

C3.6 Junior Cadets

The salary advancement provisions of Clause C3.1 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.

PART D WORK LIFE BALANCE AND CONTEXT**D1 Work Life Balance and Context**

D1.1 The Library encourages and supports a diverse workforce and work life balance and will continue 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 and local recognition for academic and professional expertise and excellence; and
- d. acknowledge and value the professionalism of employees, their corporate knowledge and cultural diversity.

D1.2 In addition, the Library is committed to supporting a flexible, inclusive, safe, fair, productive and successful workplace that is free from discrimination, bullying and harassment where all employees are responsible for promoting a work environment free from discrimination, bullying and harassment.

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

E1.1 A full-time employee is required to work an average of 37 hours 5 minutes per week over a 40 day settlement period in accordance with the work pattern determined for the employee in accordance with Clause E3.1.

E1.2 Part-time employees are required to work the number of hours agreed between the employee and their Manager in accordance with Clause E2.

E2 Regular Part-Time Work

E2.1 The Library is committed to providing opportunities for employees to work on a regular part-time basis subject to operational requirements.

E2.2 A part-time employee is one whose regular hours of work are less than 37 hours 5 minutes per week. Part-time employees will not have Agreed Hours of Duty which require an employee to attend for less than 2 consecutive hours work in any working day.

E2.3 Remuneration and other benefits for part-time employees will be calculated from full-time benefits on a *pro-rata* basis according to the Agreed Hours of Duty, apart from those allowances of a reimbursable nature, where part-time employees will receive the same amount as full-time employees.

- E2.4** The Director-General will consider requests from employees for regular part-time work, a change in part-time hours, or a change to full-time hours. The request may be either for a specified period of time with automatic reversion on expiry of the nominated period, or ongoing. Approval will be subject to operational requirements. Where the Director-General does not approve a request the employee will be provided with the reasons for rejection in writing.
- E2.5** The Director-General may initiate the introduction of part-time employment. A full-time employee will not be required to convert to part-time hours without their agreement.
- E2.6** An employee returning to duty from parental leave will, on application by the employee, be given access to part-time employment.
- E2.7** An employee who is a parent, or has a responsibility for the care of a child under school age, or a child under 18 who has a disability, may request the Library for a change in working arrangements for the purpose of assisting to care for the child.

E3 Working Patterns

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

E4 Flexible Working Arrangements for Executive Level Employees

- E4.1** 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. It is important that these efforts and contributions are recognised by the Library.
- E4.2** 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.
- E4.3** 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 individuals' personal commitments.

E4.4 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 are required to agree on 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.

E4.5 The Library does not endorse working arrangements that require Executive Level employees to work excessive hours over significant periods. Where situations in relation to excessive hours do arise, the Manager and employee will work together to address the circumstances leading to excessive working hours. Where situations cannot be resolved locally, Human Resources will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue.

E5 Flextime

E5.1 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 *Attendance Policy* provides details on how flextime is to be administered.

E5.2 Under flextime, employees may choose what times they start and finish work subject to Clauses E3.2 and E3.3 and the operational requirements of the Library and the agreement of the employee's Supervisor.

E5.3 The flextime settlement period is 40 working days (i.e. 4 fortnights).

E5.4 Flextime leave may only be granted for the equivalent of 6 working days in the settlement period. Employees also have the option of taking 3 days consecutively subject to the operational requirements of the work area.

E5.5 Approval of flextime leave will only be granted subject to the operational requirements of the work area and prior approval of the Supervisor. Flextime leave should only be granted where employees are in flextime credit. This will not prevent employees going into flextime debit as a result of an absence.

E5.6 The maximum flextime credit which employees may carry over at the end of the settlement period is 25 hours. The maximum debit that may be carried over at the end of the 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. Supervisors must ensure that flextime records are maintained for all employees classified at the APS 1 to 6 level.

E5.7 If employees fail to comply with the flextime provisions, the Director-General has the authority to revert employees to working during the following hours for a period (but not indefinitely):

- a. full-time employees - 7 hours 25 minutes per day between the hours specified in Clauses E3.2 and E3.3; or
- b. part-time employees - the Agreed Hours of Duty.

E5.8 Where an employee has an excess flextime debit (i.e. over the set limit) at the end of the settlement period, the excess hours should be acquitted as other leave (without pay). The use of annual leave to acquit flextime debits is not permitted, as annual leave is intended to give employees a reasonable period away from work.

- E5.9** An excess flextime credit may be carried over in exceptional circumstances with the approval of the Supervisor but it is expected that the excess credit would be acquitted during the following settlement period.
- E5.10** Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, e.g. flextime, will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to set hours as set out under Clause E5.7.
- E5.11** Employees should take their flextime credits as flextime leave before ceasing employment with the Library, and Supervisors will ensure employees are provided every reasonable opportunity to achieve this.
- E5.12** On cessation with the Library an outstanding flextime credit will be cancelled, and an outstanding flextime debit will be deducted as other leave (without pay). On commencement with the Library, the employee will commence with a nil flextime balance.
- E5.13** Additional flexible arrangements, such as ongoing 4 day working week or working from home arrangements, may be approved by the Director-General where requested by an employee. Where the Director-General decides not to approve an employee's request for additional flexible arrangements, the Director-General will advise the employee in writing of the reason for the decision.

E6 Paid Overtime

- E6.1** Time worked in addition to the employee's standard hours (or in the case of part-time employees, their Agreed Hours of Work) will be paid as overtime where the employee has the prior approval of the Director-General and the employee's claim has been certified as being correct by an appropriate person subject to the following:
- a. **Overtime** will not contribute to an employee's flextime credit;
 - b. **Minimum payment.** Where an employee has approval to work overtime, and such overtime is not continuous with ordinary duty, the minimum payment of overtime for each separate attendance will be 2 hours at the rate prescribed in Clause E6.1(e). Where an employee is required to perform duty, but is not required to attend, the minimum payment will be 1 hour at the rate prescribed in Clause E6.1(e).
 - c. **Multiple attendances.** Where more than one attendance is involved, the minimum overtime provision will not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance;
 - d. **Rest periods disregarded.** For the purposes of determining whether an attendance for overtime is or is not continuous with ordinary duty or is or is not separate from other duty, rest periods will be disregarded;
 - e. **Rates of payment.** Overtime will be paid at the following rates:
 - i. **Monday to Saturday.** One and a half times the normal rate of pay;
 - ii. **Sunday.** Double the normal rate of pay; and/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 E6.1(b) will be satisfied when the total payment for the whole attendance equals or exceeds the minimum payment applicable to one day. Where a higher rate for overtime applies to one of the days, the minimum payment will be calculated at the higher rate; and
- i. **Executive Level 1 and 2 employees** are not normally entitled to overtime. Such entitlements would only be approved in exceptional circumstances. Executive Level 1 and 2 staff 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.

E6.2 Where an employee works overtime and will not have a minimum break of 8 consecutive hours, plus reasonable travelling time, between the day on which overtime is worked and the next working day, then:

- a. the employee will be allowed to leave work after such overtime for a period of 8 consecutive hours off duty, plus reasonable travelling time, and will suffer no loss of pay or other entitlements for ordinary working time occurring during the employee's absence; or
- b. if the employee is required to resume or continue work on the instruction of the Director-General, without having had 8 consecutive hours off duty, plus reasonable travelling time, the employee:
 - i. will be paid at double the normal rate of pay (for time worked) until the employee has had 8 consecutive hours off duty plus reasonable travelling time; and
 - ii. will not suffer any loss of pay or other entitlements for ordinary working time during the employee's absence.

E6.3 Where an employee who is receiving a restriction allowance under Clause G1.2(e) is required to perform duty:

- a. but is not required to be recalled to work, the employee will be paid overtime in accordance with Clause E6.1, subject to a one hour minimum payment.
- b. at a place of work, the employee will be paid overtime in accordance with Clause E6.1, subject to a 2 hour minimum payment.

PART F LEAVE

F1 Leave Arrangements - Portability of Accrued Leave Entitlements

F1.1 Provided there is no break in continuity of service, all existing accrued annual and personal/carer's leave (however described) will be recognised for new employees who join the Library on or after commencement of this Agreement from:

- a. an employer staffed under the *Public Service Act 1999*;
- 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*.

F2 Annual Leave

F2.1 Entitlement. Full-time employees will accrue 20 days paid annual leave each year.

F2.2 Crediting. Annual leave accrues daily and will be credited to employees at the end of each pay fortnight. Employees absent on leave without pay that does not count as service for annual leave purposes, will not accrue or be credited with annual leave for that period of leave without pay.

F2.3 Employees who work Saturdays, Sundays and/or Public Holidays (other than overtime) will accrue up to 5 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

F2.4 Cashing out of annual leave. Consistent with the provisions of the *Fair Work Act 2009*, the Director-General may approve a written application by an employee to cash out annual leave of up to 10 days each 12 month period as a lump sum on the following basis:

- a. the employee has already used a minimum of 15 days annual leave, *pro-rata* for part-time employees, in the current calendar year;
- b. the minimum application to cash out annual leave is 5 consecutive days, *pro-rata* for part-time employees; and
- c. the employee will have at least 20 days of annual leave remaining after the cashing out.

F2.5 Part-time employees. *Pro-rata* figures for the purposes of Clause F2.4 will be based on the Approved Hours of Work at the time of application.

F2.6 Approval. Annual leave is subject to the approval of the Director-General and counts as service for all purposes.

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- F2.7 Excessive accumulated annual leave.** Employees are responsible for ensuring that they use an adequate amount of annual leave each year. Consistent with the provisions of Subsection 93(3) of the *Fair Work Act 2009*, 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 4 weeks' notice to the employee, to take up to one quarter of the employee's accrued annual leave.
- F2.8 Leave of less than one day.** Annual leave may be used for absences of less than one day.
- F2.9 Payment on Separation.** Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave calculated up to the day of cessation.
- F2.10** Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- F3 Personal/Carer's Leave**
- F3.1 Entitlement.** Subject to Clause F3.4, ongoing and non-ongoing employees will accrue 18 days paid personal/carers leave each year.
- F3.2** In addition to the entitlement set out in Clause F3.1, upon commencement of employment, all full-time ongoing employees will be credited with 18 days paid personal/carers leave.
- F3.3** In addition to the entitlement set out in Clause F3.1, non-ongoing employees who are subsequently engaged on an ongoing full-time basis will be credited with 18 days paid personal/carers leave upon commencement of their ongoing employment.
- F3.4** 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.
- F3.5 Crediting.** Personal/carers leave accrues daily and will be credited to employees at the end of each pay fortnight. Employees absent on leave that does not count as service for personal/carers leave purposes, will not accrue or be credited with personal/carers leave during that period of leave without pay.
- F3.6 Taking personal/carers leave.** Personal/carers leave may be taken by an employee:
- because the employee is not fit for work because of a personal illness, or injury affecting the employee;
 - 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.
- F3.7** 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.
- F3.8** 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. The Leave Policy provides details on how personal/carers leave is to be administered.
- F3.9 Accumulation.** Unused personal/carers leave will accumulate, but will not be cashed out under any circumstances including upon separation.

F3.10 Unpaid personal/carer's leave. Subject to Clause F3.12, if an employee has exhausted their available paid personal/carer's leave credits, the employee will be granted:

- a. unpaid personal leave for use in respect of personal illness, or injury, of the employee; and/or
- b. unpaid carer's leave of up to 2 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.

F3.11 Evidence. The Director-General may require satisfactory evidence for a period of personal/carer's leave. Employees will be given advance notice of the requirement for evidence.

F3.12 Maximum period of continuous personal/carer's leave. There is no limit to the amount of accrued 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/carers leave beyond 78 weeks. Unpaid personal/carer's leave does not count as service for any purpose, except long service leave.

F3.13 Termination on invalidity grounds. An employee will not, without their consent, be retired on invalidity grounds before personal/carer's leave credits have expired.

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

F3.15 Maternity Leave. An employee will not be entitled to paid personal/carer's leave during a period of paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, including any extended period under Clause F7.

F4 Compassionate Leave

F4.1 Consistent with the provisions of the *Fair Work Act 2009*, an employee is entitled to a period of 2 days paid compassionate leave for each occasion when a member of the employee's Immediate Family or Household:

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

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

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

F5 Long Service Leave

F5.1 The Director-General may approve applications for long service leave of 7 calendar days or more provided the period does not exceed the employee's long service leave credit at that time and does not result in a greater entitlement than under the *Long Service Leave (Commonwealth Employees) Act 1976*.

F6 Parental Provisions

F6.1 The subclauses contained in clause F6 shall apply to F7 - Maternity Leave, F8 - Adoption Leave, F9 - Foster Carer's Leave and F10 - Partner Leave.

F6.2 The Library commits to family friendly flexible arrangements, including upon the return from parental leave, the provision of breastfeeding facilities and access to part-time employment.

F6.3 An employee is entitled to 12 months of unpaid parental leave 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; and
- b. the employee has or will have a responsibility for the care of the child.

F6.4 On ending unpaid 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.

F7 Maternity Leave

F7.1 Employees are entitled to 12 weeks paid maternity leave as provided for in the *Maternity Leave (Commonwealth Employees) Act 1973*. An employee may elect to take this payment at half pay.

F7.2 An employee, who is entitled to paid maternity leave under the abovementioned Act, will be granted an additional 2 weeks paid maternity leave, which may be taken at half pay. If an employee elects to take the additional 2 weeks maternity leave at half pay, the additional leave beyond the 2 weeks will not count as service for any purpose.

F8 Adoption Leave

F8.1 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 14 weeks paid adoption leave for the purposes of adopting a child.

F8.2 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.

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

F9 Foster Carer's Leave

F9.1 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 14 weeks paid foster carer's leave for the purposes of fostering a child.

F9.2 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.

F9.3 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.

F9.4 An employee may elect to take foster carer's leave at half pay. Any additional leave beyond the period specified in subclause F9.1 will not count for service for any purpose.

F10 Partner Leave

F10.1 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 fostering of a dependent child. An employee may elect to take partner leave at half pay.

F11 Miscellaneous Leave

F11.1 The Director-General may approve leave, either with or without pay, for a variety of purposes, including cultural, ceremonial and NAIDOC purposes. The Leave Policy provides details on how miscellaneous leave is to be administered.

F11.2 Miscellaneous leave will be granted having regard to the operational needs of the Library, including for a purpose that the Director-General considers to be in the interests of the APS.

F11.3 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.

F11.4 Where leave is refused the Director-General will advise the employee in writing of the reason for the decision.

F12 Community Service Leave

F12.1 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. The Leave Policy provides details on how Defence Reserve leave is to be administered, however Defence Reserve leave shall be no less generous than the advice provided for by the Defence Reserve Support Council.

F12.2 Voluntary Emergency Services Leave. The Director-General may grant an employee community service leave, with or without pay, to enable the employee to participate in emergency services duties. This includes leave for regular training, emergency services responses, reasonable recovery time and ceremonial duties.

F13 Purchased Leave

F13.1 The Library will consider an annual request from employees to arrange in advance to purchase additional leave during a calendar year. The length and time of leave purchased will be subject to agreement between the employee and the Director-General. In extenuating circumstances the Director-General may agree to more than one such request in a year.

F13.2 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.

F13.3 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.

F13.4 Approved leave under Clause F13.1 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.

F13.5 **Leave of less than one day.** Purchased leave may be used for absences of less than one day.

F14 Study Leave and Study Assistance

F14.1 The *Study Provisions For Staff Policy* provides details on how study leave and study assistance is to be administered. Financial assistance may be approved of up to \$530 per semester for reimbursement of course fees or student contribution paid up front, upon successful completion of an approved unit/course.

F15 Public Holidays

F15.1 Public holidays will be provided consistent with the provisions of the *Fair Work Act 2009*.

F15.2 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. The relevant Labour Day or equivalent (as declared or prescribed by or under State or Territory law);
- h. Christmas Day or substitute;
- i. Boxing Day or substitute; and
- j. 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.

F15.3 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.

F16 Additional National Library of Australia Holiday

F16.1 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 required to work on this day, the conditions set out in Clause E6.1(i) shall apply.

F17 Christmas Operations and Close Down Days

F17.1 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.

F17.2 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.

- F17.3** 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 half pay, payment is at half pay).
- F17.4** If employees below the Executive Level are required to work on the Christmas close down days referred to in F17.2 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 3 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.
- F17.5** There will be no deduction from annual or personal/carer's leave credits for the time off provided during Christmas Operations.

PART G ALLOWANCES AND REIMBURSEMENTS

G1 General Allowances and Reimbursements

- G1.1** The *Allowances and Reimbursements Policy* provides details on how allowances and reimbursements are to be administered.
- G1.2** Certain employees are entitled to the following allowances:
- a. Community Language Allowance:
 - i. Language 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: \$25.00 per fortnight;
 - c. Health and Safety Representative Allowance:
 - i. Employees appointed under the current Library Health and Safety Management Arrangements (or any future workplace safety arrangements), and upon completion of training (accredited by the Safety, Rehabilitation and Compensation Commission pursuant to the *Occupational Health and Safety Act 1991*): \$25.00 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. Broadband Allowance:
 - i. \$20.70 per fortnight
- G1.3** Restriction Allowance is not payable during any period where an employee is receiving overtime payments as set out in Clause E6.1(e).
- G1.4** 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.

G2 Performance Allowance

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

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

G2.2 Vacancies at Executive Level 2 and below

- a. 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,performance allowance will be paid to the employee if the employee carries out those duties for a period of 3 consecutive weeks or more.
- b. where an employee is on higher duties for less than 3 weeks and the period is extended to or beyond 3 weeks the performance allowance is payable for the full period.

G2.3 Vacancies at Senior Executive Service levels

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

PART H ABORIGINAL & TORRES STRAIT ISLANDER EMPLOYMENT AND CULTURE

H1 Aboriginal & Torres Strait Islander Employment and Culture

- H1.1** The Library is committed to promoting workplace diversity and being sensitive to the needs of Aboriginal and Torres Strait Islander peoples.
- H1.2** The Library encourages recruitment and retention of Aboriginal and Torres Strait Islander employees, the involvement of Aboriginal and Torres Strait Islander people and communities in the work of the Library.
- H1.3** Aboriginal and Torres Strait Islander employees may apply for up to 3 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.

PART I CONSULTATION

I1 Consultation

- I1.1** The Library is committed to communicating and consulting with employees and their chosen representatives, including relevant unions, genuinely seeking their contribution to the decision making process and providing feedback on that contribution.

I2 Consultative Committee

- I2.1** The Library will have a Consultative Committee to consult with employees and their chosen representatives, including relevant unions.
- I2.2** The Library will consult on any proposed major change with the Consultative Committee. This includes major change to policies, procedures and guidelines which affect the working lives of employees.
- I2.3** The Consultative Committee membership will comprise: 5 management; 5 union (who are either elected delegates or officials); and a minimum of 6 Divisional representatives. It will meet at least 4 times each year.

I3 Consultation on major changes

- I3.1** This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made in this agreement regarding a specific major change.
- I3.2** Where a definite decision is made to introduce major changes in program, organization, structure or technology that are likely to have significant effects on employees, the Director-General must arrange to notify employees who are likely to be affected by the proposed changes and their representatives, if any.
- I3.3** Significant effects include:
 - a. The termination of employment;
 - b. Major changes in the composition, operation or size of the Library's workforce or in the skills required of employees;

- c. The elimination or diminution of job opportunities, promotion opportunities or tenure;
- d. Significant alteration of hours of work;
- e. The need to retrain employees;
- f. The need to relocate employees to another workplace;
- g. The major restructuring of jobs.

I3.4 As soon as practicable after making its decision, the Library must:

- a. discuss with the relevant employee(s):
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employee(s); and
 - iii. measures the Library is taking to avert or mitigate the adverse effect of the change on the employee(s); and
- b. give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

I3.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause I3.1.

I3.6 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Director-General is not required to disclose confidential or commercially sensitive information to employees.

PART J WORKPLACE DELEGATES AND REPRESENTATION

J1 Representation

J1.1 Employees have the right to be represented in any matter relating to their employment.

J2 Workplace Delegates

J2.1 The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

J2.2 The Library and union workplace delegates must deal with each other in good faith. In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- a. the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- b. recognition by the Library that endorsed workplace delegates speak on behalf of their members in the workplace;
- c. the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act 2009;

- d. the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the Library during normal working hours;
- e. the right to email employees, in accordance with Library protocols, in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- f. undertaking their role and having union representation on the Library's workplace relations Consultative Committee;
- g. reasonable access to Library facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to Library policies and protocols;
- h. the right to address new employees about union membership at the time they enter employment;
- i. the right to consultation, and access to relevant information about the workplace and the Library ; and
- j. the right to reasonable paid time to represent the interests of members to the Library and industrial tribunals.

J2.3 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- a. reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- b. reasonable access to appropriate training in workplace relations matters including training provided by a union; and
- c. reasonable paid time off to represent union members in the Library at relevant union fora.

J2.4 In exercising their rights, workplace delegates and unions will consider operational issues, Library policies and guidelines and the likely affect on the efficient operation of the Library and the provision of services by the Commonwealth.

J2.5 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative fora, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.

PART K DISPUTE SETTLEMENT PROCEDURE

K1 Dispute Resolution Procedures

K1.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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- K1.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- K1.3** 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.
- K1.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- K1.5** Fair Work Australia may deal with the dispute in two stages:
- a. Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note:** If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
- K1.6** While the parties are trying to resolve the dispute using the procedures in this clause:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the Library to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational 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.
- K1.7** The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

PART L REDUNDANCY, REDEPLOYMENT AND NOTICE OF TERMINATION

L1 Overview

- L1.1** Clauses L1.1 to L6.9 of this Agreement only apply to ongoing employees not on probation.
- L1.2** 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.

L1.3 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 1999* having regard to the process set out in this Part L.

L1.4 In the circumstances where an employee is excess, or is likely to become excess, the Library commits to taking all 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.

L2 Consultation Process

L2.1 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.

L2.2 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.

L2.3 The potentially excess employee(s) will have 1 month for the discussions set out in Clause L2.2, except where the parties to the consultation process agree on a lesser period.

L2.4 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.

L3 Voluntary Retrenchment

L3.1 Where the Director-General invites an excess employee to do so, the employee will have 1 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 1999* 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).

L3.2 At the commencement of that month the employee must be given information on the amount of severance pay, pay in lieu of notice and paid up leave credits, and the Library will facilitate access to information about superannuation contributions. The Library will provide financial assistance up to \$350, or a higher amount if considered appropriate by the Director-General, for employees seeking financial advice.

L4 Period of Notice

- L4.1** 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 1999* and upon approval will give the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 2 years of continuous service).
- L4.2** Where an employee is terminated or is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.
- L4.3** **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.
- L4.4** **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.
- L4.5** **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 1999* 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

- L4.6** **Minimum and maximum payments:** The minimum sum payable as redundancy pay on termination will be 4 weeks salary and the maximum will be 48 weeks salary.
- L4.7** **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.

L4.8 Service for Redundancy pay purposes: For the purpose of calculating an entitlement in accordance with Clause L4.5:

- a. service in an agency;
- b. Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- 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.

L4.9 Service not to count as service for redundancy pay purposes:

- a. any period of service which ceased through termination on the following grounds:
 - i. the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - ii. non performance, or unsatisfactory performance, of duties;
 - iii. inability to perform duties because of physical or mental incapacity;
 - iv. failure to satisfactorily complete an entry level training course;
 - v. failure to meet a condition imposed under Subsection 22(6) of the *Public Service Act 1999*;
 - 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 L4.9(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.

L4.10 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 1 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*.

L4.11 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.

L4.12 Rate of payment - redundancy pay: For the purposes of calculating any payment under Clause L4.5, "salary" will include:

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

L4.13 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 L4.12.

L5 Involuntary Retrenchment

L5.1 If an excess employee does not elect to accept an offer of voluntary redundancy under Clause L3.1, the employee will be subject to involuntary retrenchment.

L6 Retention Periods

L6.1 Unless the employee agrees, an excess employee will not be involuntarily terminated by the Director-General under Section 29 of the *Public Service Act 1999* 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 2 years of continuous service; or
- b. 7 months for other employees.

L6.2 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant periods in Clause L6.1(a) and L6.1(b) above are reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).

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- L6.3** 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. 1 month after the day on which the Director-General invites the employee to elect to be retired.
- L6.4** 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 4 weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- L6.5** 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.
- L6.6** The Director-General may extend the retention period under Clause L6.1 to enable completion of an approved placement.
- L6.7** 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 is no reasonable redeployment prospects within the APS, the Director-General may, with the agreement of the employee, terminate the employee's employment under Section 29 of the *Public Service Act 1999* 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 L6.2) 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 L6.2 above (i.e. the NES component).
- L6.8** An excess employee will not be terminated involuntarily if the employee has not been invited to elect to be terminated.
- L6.9** An excess employee will be given the prescribed period of notice under the *Fair Work Act 2009*. The prescribed period of notice will as far as practicable be concurrent with retention periods.

PART M INTERPRETATION

M1 Definitions

M1.1 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 E2.
Agreement	means the <i>National Library Enterprise Agreement 2011-2014</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;c. a stepchild;d. an ex-nuptial child; ande. an adult child.
Consultation	means the sharing of information and providing an opportunity for employees, and their representatives where employees so choose, to contribute their views to the appropriate decision maker and for those views to be taken into account, before final decisions are made.
Corporate Management Group (CMG)	means the Director-General and Senior Executive Service (SES) members of the Library.
Delegate	means a person authorised to be a delegate of the Director-General under Section 17 of the <i>National Library Act 1960</i> .
Dependent	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> .
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 E6.1 of this Agreement.
Partner	means: <ul style="list-style-type: none">a husband or wife (or former husband or wife) of the employee;a de facto partner (or former de facto partner), without discrimination as to sexual preference, of the employee.

Representative	means in relation to an employee, a person chosen by the employee as their representative, which may include another employee, a representative from the CPSU or MEAA, or any other person of the employee's choice.
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.
Supervisor	means the person responsible for directing the work of the employee.
Supported Wage System	means the system of the same name administered by the Australian Government.

Attachment A

Table 1: Operational Classifications

Classification	Old Salary	Increment Adjustment on commencement wef first full pay period after the agreement comes into operation	4.5% wef first full pay period after the agreement comes into operation	1.5% increase wef 5/7/12	3% increase wef 4/7/13
APS1.1	37,979	37,979	39,688	40,283	41,491
APS1.2	39,314	39,314	41,083	41,699	42,950
APS1.3	40,644	40,644	42,473	43,110	44,403
APS1.4	41,976	41,976	43,865	44,523	45,859
APS2.1	43,398	43,648	45,612	46,296	47,685
APS2.2	44,857	45,107	47,137	47,844	49,279
APS2.3	46,318	46,568	48,664	49,394	50,876
APS2.4	47,777	48,027	50,188	50,941	52,469
APS2.5	49,237	49,487	51,714	52,490	54,065
APS3.1	50,292	50,542	52,816	53,608	55,216
APS3.2	51,681	51,931	54,268	55,082	56,734
APS3.3	53,098	53,348	55,749	56,585	58,283
APS3.4	54,315	54,590	57,047	57,903	59,640
APS4.1	55,264	55,514	58,012	58,882	60,648
APS4.2	56,490	56,740	59,293	60,182	61,987
APS4.3	58,016	58,266	60,888	61,801	63,655
APS4.4	59,642	59,942	62,639	63,579	65,486
APS5.1	61,225	61,775	64,555	65,523	67,489
APS5.2	62,853	63,103	65,943	66,932	68,940
APS5.3	64,200	64,450	67,350	68,360	70,411
APS5.4	65,500	65,850	68,813	69,845	71,940
APS6.1	69,473	69,723	72,861	73,954	76,173
APS6.2	71,554	71,804	75,035	76,161	78,446
APS6.3	73,691	73,941	77,268	78,427	80,780
APS6.4	76,328	76,778	80,233	81,436	83,879
EL1.1	87,384	87,384	91,316	92,686	95,467
EL1.2	90,558	90,558	94,633	96,052	98,934
EL1.3	93,733	93,733	97,951	99,420	102,403
EL1.4	96,906	96,906	101,267	102,786	105,870
EL1.5	100,081	100,081	104,585	106,154	109,339
EL2.1	107,663	107,663	112,508	114,196	117,622
EL2.2	112,495	112,495	117,557	119,320	122,900
EL2.3	117,327	117,327	122,607	124,446	128,179
EL2.4	122,159	122,159	127,656	129,571	133,458

Table 2: Cadets and Graduates

Classification	Old Salary	4.5% wef first full pay period after the agreement comes into operation	1.5% increase wef 5/7/12	3% increase wef 4/7/13
Cadet APS				
<i>Undertaking full-time study</i>				
Under 18 years	12,988	13,572	13,776	14,189
At 18 years	15,153	15,835	16,073	16,555
At 19 years	17,536	18,325	18,600	19,158
At 20 years	19,700	20,587	20,895	21,522
Adult C APS.1	21,649	22,623	22,963	23,652
Adult C APS.2	22,408	23,416	23,768	24,481
<i>In practical training</i>				
Under 18 years	22,787	23,812	24,170	24,895
At 18 years	26,586	27,782	28,199	29,045
At 19 years	30,763	32,147	32,630	33,609
At 20 years	34,560	36,115	36,657	37,757
Adult APS 1.1	37,979	39,688	40,283	41,491

Classification	Old Salary	Increment Adjustment on commencement wef first full pay period after the agreement comes into operation	4.5% wef first full pay period after the agreement comes into operation	1.5% increase wef 5/7/12	3% increase wef 4/7/13
Graduate					
Grad .1 (equivalent to APS 3.1)	50,292	50,542	52,816	53,608	55,216
Grad .2 (equivalent to APS 3.2)	51,681	51,931	54,268	55,082	56,734
Grad .3 (equivalent to APS 3.3)	53,098	53,348	55,749	56,585	58,283
Grad .4 (equivalent to APS 3.4)	54,315	54,590	57,047	57,903	59,640
Grad .5 (equivalent to APS 4.1)	55,264	55,514	58,012	58,882	60,648
Grad .6 (equivalent to APS 4.2)	56,490	56,740	59,293	60,182	61,987
Grad .7 (equivalent to APS 4.3)	58,016	58,266	60,888	61,801	63,655
Grad .8 (equivalent to APS 4.4)	59,642	59,942	62,639	63,579	65,486

ATTACHMENT B

PROJECTS LINKED TO PRODUCTIVITY BONUS

- **Preliminary preparation of Pictures collections to support digitisation.**
- **Priority Pictures collection re-digitisation.** This is to enable up to 18,000 high priority Pictures collection items to be re-digitised to current standards in a systematic way.
- ***Voyager (Library management system) database improvements.** This includes the update of call number and location information and the removal of bibliographic records without holdings.
- **Other Integrated Library Management System (ILMS) Improvements.** It is proposed to implement a suite of applications and utilities that will allow ILMS staff to undertake tasks which currently require significant IT systems support.
- ***Conversion of Chinese Card Catalogue.** The project will “convert” around 10,000 of the card catalogue records for delivery through the online catalogues.
- **Community Language Newspaper Analysis and Digitisation.** Under this project the specifications and/or workflows required to support larger scale digitisation of non-English language newspaper content will be tested and implemented.
- ***Performing Arts ephemera finding aids.** This project will create finding lists for a small number of high profile performing arts ephemera collections.
- **Pilot to Analyse Software Requirements for Digital Object Collections in the Library's Prometheus System.** The project will review the file formats that have been captured by Prometheus and document a range of characteristics associated with the formats such as the number of different versions of the format, software and hardware dependencies, and possible pathways for migrating file formats.
- **Online instructions production.** It is proposed to produce up to a further ten videos answering common questions that will reduce the need for repetitive explanations by staff and support self-help by users.
- **Implementing a new information protocol to enable interoperability between Voyager and Relais**
- **Finding-aids management and publication.** Currently Finding Aids are filed in many locations on the G drive and on TRIM. The first part of this project will locate all the Finding Aids on TRIM according to a standard naming convention, meaning that only one location will have to be checked to find Finding Aids for readers or to update the master copy when new additions are received. A second part of the project will develop workflows so that the Finding Aids can be published online enabling unmediated access by users.

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- **Contributor and Vendor Management Business Process Improvement.** This project is to help Improve stakeholder liaison workflows and systems, will co-locate scattered information, reduce the need for repeating work, and produce reports that will support more effective prioritization of work packages.
 - **IT Data Centre Sustainability Review**
 - **Redevelopment of Enigma and Support Wizard Applications (CHG).** This project is to Improve processes to handle Awards and Grants through a single application.
 - **Business Process Adjustments.** This project is to review of the interaction of the Corporate Services Division and DSUs and streamline processes.
 - **Workplace redesign and workstations upgrades.** This project is to upgrade existing office layout and equipment and furniture support for most of Division 1.
 - **Workloads and work priorities reviews.** Undertake pilot review of workloads across the organisation (e.g. Manuscripts, Trove Support and Publications) with a view to ensuring that efforts are directed at priorities and best managed to simplify workflows

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