

National Gallery  
Certified Agreement 2005 – 2008

*Getting the Balance Right*

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## **PART A: OUR VISION, VALUES AND OBJECTIVES**

### **TITLE OF THIS AGREEMENT**

1. This Agreement shall be known as the National Gallery Certified Agreement 2005-2008, Getting the Balance Right.

### **WHAT THIS AGREEMENT AIMS TO ACHIEVE**

2. This agreement provides the terms and conditions of employment for National Gallery of Australia (the Gallery) employees covered by the Agreement, for the duration of the Agreement.
3. The aims of the Agreement are to ensure Gallery priorities are pursued and performance targets met in a spirit of cooperation and trust, to improve the management of OH&S, and to achieve productivity and efficiency gains during the life of the Agreement by:
  - (a) improving management of the Gallery's activities utilising a structured project management approach, including enhanced contracting and procurement practices;
  - (b) establishment of a productivity and efficiencies working group to identify opportunities to reduce costs and improve outcomes;
  - (c) supporting employees in managing a balanced schedule of work and personal commitments by maintaining and enhancing flexibility in leave and work arrangements and recognising that prioritised workloads should be managed within reasonable hours;
  - (d) streamlining people management procedures and practices;
  - (e) enhancing the OH&S culture by participating in the review and implementation of OH&S practices, procedures and initiatives, including those in the Continuous Improvement Action Plan;
  - (f) continuing a performance management system that will further develop a strong performance culture, increase productivity and individual performance, and ensure the alignment of individual effort to the key strategies and targets identified in the Gallery's annual and strategic plans;
  - (g) all staff adopting a flexible and cooperative approach to the entry and other enhancement works, recognising the possible adverse impact on the work environment.

## OUR VISION

4. The Gallery's Strategic Plan (2004–2007) states that the vision of the Gallery is: "the cultural enrichment of all Australians through access to their national art gallery, the quality of the national collection, the exceptional displays, exhibitions and programs and the professionalism of our staff".

## OUR PURPOSE

5. The purpose of the Gallery is to serve the public by enhancing understanding and enjoyment of the visual arts. It will serve the public through the effective and efficient use of the national collection, which will be developed, researched, preserved, displayed, interpreted, promoted and complemented with exhibitions and loans. The Gallery aims to provide access to, and information about works of art locally, nationally and internationally.
6. This purpose is consistent with the *National Gallery Act (1975)*, which directs the Gallery to:
  - (a) develop and maintain a national collection of works of art; exhibit, or to make available for exhibition by others, works of art from the national collection or works of art that are in the possession of the Gallery;
  - (b) use every endeavour to make the most advantageous use of the national collection in the national interest.
7. To meet our purpose:
  - (a) we must realise that we have the responsibility of developing a unique art gallery which serves the people of one of the most culturally diverse countries in the world;
  - (b) we must realise the vital responsibility we have as custodians on behalf of all Australians who are the owners of the cultural heritage contained within the national collection; and
  - (c) we must ensure that we continue to provide the highest standard of service to all our stakeholders.

## OUR VALUES

8. The NGA values are based on APS values. We value:

**Integrity** – doing what we say we will do, acting honestly, having pride in ethical behaviour, maintaining confidentiality and accepting responsibility and accountability.

**Consideration** – having respect for each other, valuing diversity, sharing information, recognising others' contributions, and acknowledging that humour and compassion are essential ingredients of our working life, as are loyalty, trust, teamwork and participation.

**Excellence** – being the best in what we do, being innovative, providing strong leadership both internally and to our collecting and exhibiting colleagues throughout Australia, and striving to achieve consistently high performance and superior business results.

**Professionalism** – having pride in our results, developing high quality relationships, using our expertise and experience for the good of the Gallery and our colleagues, and being proud to serve the public.

9. For our stakeholders this means:
  - (a) we are apolitical and perform our functions in an impartial and professional manner, with the highest ethical standards;
  - (b) we are openly accountable for our actions, within the framework of Ministerial responsibility, to the Government, the Parliament and the Australian public;
  - (c) we are responsive to the Government in providing frank, honest, comprehensive, accurate and timely advice and in implementing the Government's policies and programs;
  - (d) we deliver services fairly, effectively, impartially and courteously to the Australian public and are sensitive to the diversity of the Australian public.
  
10. For our employees this means:
  - (a) our employment decisions are based on consistent, fair and equitable process;
  - (b) we have a workplace that is free from discrimination and recognises and utilises the diversity of the Australian community it serves;
  - (c) we have workplace relations that value communication, consultation, cooperation and input from employees on matters that affect their workplace;
  - (d) we provide a fair, flexible, safe and rewarding workplace;
  - (e) we focus on achieving results and managing performance;
  - (f) we promote equity in employment;
  - (g) we have a fair system of review of decisions taken in respect of employees;
  - (h) we are a career-based organisation;
  - (i) we provide a reasonable opportunity to all eligible members of the community to apply for employment; and
  - (j) we have leadership of the highest quality.

11. In effect we have the best possible workplace where contribution and innovation are encouraged, and where our employees start each day with a sense of purpose and end each day with a sense of achievement.

### **OUR PRIORITIES**

12. We agree to work together to achieve Gallery priorities, as outlined in the *Strategic Plan 2004-2007*, and any subsequent Strategic Plan that may be developed during the life of this Agreement.

### **OUR COMMITMENT**

13. Achieving the aims of this Agreement will require continuing commitment by managers, employees and employee representatives.



## **PART B: SCOPE OF THE AGREEMENT**

### **COVERAGE AND PERSONS BOUND**

14. This Agreement is made under section 170LJ of the *Workplace Relations Act 1996*. In accordance with section 170M of that Act this Agreement binds:
- (a) the Director of the National Gallery of Australia;
  - (b) all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement; and
  - (c) the following industrial associations: Community and Public Sector Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; Construction, Forestry, Mining, Energy Union; and the Media, Entertainment and Arts Alliance of Australia.

This Agreement applies to all employees of the Gallery who are employed in classifications below the Senior Executive Service Level, but excluding:

- a) employees in the Gallery who are specifically covered by an Australian Workplace Agreement which excludes the operation of this Agreement: and
- (b) people working in the Gallery whose salary is paid by another Government agency.

### **COMMENCEMENT AND DURATION**

15. This Agreement will commence operation on certification by the Australian Industrial Relations Commission (AIRC) or 1 July 2005, whichever is the latter. The nominal expiry date is 30 June 2008.
16. This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law. During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a party to the Agreement or an employee whose employment is subject to the Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement.
17. The Gallery agrees to commence discussions on a replacement Agreement no later than 8 months before the nominal expiry date with the election of employee representatives and identification of management representatives completed prior to that date.

18. Prior to the commencement of discussions, management will conduct and complete an all staff election process to decide the type of Agreement that staff wish to put in place following the nominal expiry date. Currently the options available are contained in section 170LK and section 170LJ of the *Workplace Relations Act 1996*. The vote will explore all possible options under the Workplace Relations Act or its successor.
19. This Agreement will continue to operate until it is replaced by another agreement.
20. To facilitate constructive negotiation of the next agreement, the Gallery will endeavour to determine, at the earliest opportunity, the parameters within which to negotiate.

### **DELEGATION**

21. The Director may, by instrument in writing, delegate or authorise to a person, any of the Director's powers or functions under this Agreement.

### **AUSTRALIAN WORKPLACE AGREEMENTS**

22. The Director may enter into Australian Workplace Agreements (AWAs) with employees covered by this Agreement. The Gallery may offer AWAs to prospective candidates for appropriate vacancies, and may seek expressions of interest from employees who wish to explore the possibility of entering into an AWA.
23. Those AWAs may either operate to the exclusion of this Agreement or incorporate the terms of this Agreement but prevail over those terms to the extent of any inconsistency as specified in each AWA.
24. The parties to the Agreement acknowledge that section 170WG of the *Workplace Relations Act 1996* requires that:
  - (a) a person must not apply duress to an employer or employee in connection with an AWA or ancillary document; and
  - (b) a person must not knowingly make a false or misleading statement to another person with the intention of persuading the other person to make, or not make, an AWA.

### **RATES APPLICABLE UNDER THIS AGREEMENT**

25. Rates (eg: for allowances) set in this Agreement, except for salary rates and those allowances adjusted in line with salary increases, will be adjusted by the Director during the life of the Agreement, where appropriate, taking into account and consistent with advice issued by the Department of Employment and Workplace Relations (DEWR), or any other relevant agency, from time to time. In the event that DEWR rates cease to be available during the life of this Agreement, alternative

arrangements to update allowance rates will be implemented following consultation with employees.

## **COMPREHENSIVE AGREEMENT**

26. It is agreed that this Agreement displaces the National Gallery of Australia Award 2000, as varied from time to time.
27. It is agreed that this Agreement displaces the National Gallery Certified Agreement 2004-2005.
28. It is acknowledged that employment is subject to the provisions of the following Acts (and Regulations or Instruments made under the Acts) amongst others:

*National Gallery Act 1975;*  
*Workplace Relations Act 1996;*  
*Long Service Leave (Commonwealth Employees) Act 1976;*  
*Maternity Leave (Commonwealth Employees) Act 1973;*  
*Superannuation Act 1976;*  
*Superannuation Act 1990;*  
*Superannuation Productivity Benefit Act 1988;*  
*Safety Rehabilitation and Compensation Act 1988; and*  
*Occupational Health and Safety (Commonwealth Employment) Act 1991.*

## **REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

29. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under: Division 3 or Part VIA of the *Workplace Relations Act 1996*; other Commonwealth laws (including the Constitution); and at common law.
30. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures / review of action procedures in this Agreement.
31. Nothing in this Agreement prevents the Gallery from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 170CM(1)(c) of the *Workplace Relations Act 1996*.

## **REVIEW OF DECISIONS / ACTIONS**

32. We agree that, as far as possible, the following mechanism will be used to resolve employee complaints within the Gallery, including grievances, other than those in relation to termination of, or a decision to terminate, employment.

33. An employee is entitled to request an internal review of any decision / action that relates to their employment or working arrangements other than those in relation to termination of, or a decision to terminate, employment within 3 months of the decision being made or the action occurring.
34. In the first instance the employee affected is to discuss the matter with their supervisor. If the matter cannot be resolved in discussion between the employee and their supervisor or is inappropriate to discuss with the employee's supervisor, it is to be referred in writing by the employee to the Director who will:
  - (a) treat the matter in confidence;
  - (b) discuss the matter separately with the employee and the supervisor to assess and agree on the appropriate course of action to be followed to resolve the complaint;
  - (c) unless the Director decides to make a final decision regarding the matter after those discussions, they will appoint a suitably qualified and unbiased person either from within or from outside the Gallery (the Review Officer) who will seek to resolve the matter by conciliation or mediation;
  - (d) where conciliation or mediation is not successful or appropriate, request the Review Officer to inquire as necessary into the matter, and provide a written report (including recommendations), to the Director and the employee; and
  - (e) determine the outcome of the matter having regard to the content of the report.
35. When responding to any matters raised under these provisions, the following principles will apply:
  - (a) the case will be dealt with as expeditiously as practicable, and preferably within 3 months of notification;
  - (b) the onus is on the employee to establish their case;
  - (c) the employee may specify the outcome(s) sought;
  - (d) procedural fairness will be afforded to all parties to the matter;
  - (e) there is a right to a fair hearing by an unbiased person;
  - (f) parties to the matter have the right to know the case against them;
  - (g) parties to the matter have the opportunity to comment on material which may result in findings adverse to them;
  - (h) the person seeking the review of a decision or action does not need to provide absolute proof of their case, nor is there a need for the matter to be proven beyond reasonable doubt. The decision will be made on the balance of probabilities;
  - (i) full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this would achieve some tangible and equitable outcome; and
  - (j) confidentiality and privacy will be appropriately observed, noting

that information on relevant files may be subject to applications for disclosure under the Freedom of Information Act 1982.

36. Where, after a person has requested a review pursuant to the above and the person wishes to pursue the matter further, the parties to the matter acknowledge that an appropriately qualified person independent of the Gallery, will be engaged by the Director to conduct a final review and report to the Director for determination.
37. During this process an employee, at no additional cost to the Gallery, may be accompanied by a person of their choice, to support and assist them, during any part of the proceedings. Where language difficulties exist, the Gallery will meet the costs of engaging an interpreter.

### **PROCEDURES FOR PREVENTING AND SETTLING DISPUTES**

38. Consistent with sub-section 170LT(8) of the *Workplace Relations Act 1996*, the following are the procedures for preventing and settling disputes between the parties concerning this Agreement.
39. Where disagreements arise over the interpretation and implementation of this Agreement, work will continue in accordance with established custom and practice while the procedure outlined below is applied. In instances where a genuine safety issue is involved, an employee will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.
40. It is the responsibility of the parties to the dispute to take reasonable and genuine internal steps to prevent or settle disputes by discussion, and if necessary, by negotiation. In each instance the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.
41. Where it is considered necessary to establish more detailed steps and procedures for dealing with particular issues or dispute situations in particular workplaces then the agreed arrangements shall be documented and shall be applied in conjunction with this Agreement.
42. In the event that it is not possible to resolve a dispute in a manner consistent with the above, the specific matter(s) in dispute may be referred to the AIRC by either party to the dispute.
43. Unless the employer and employee agreed to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party to the dispute has applied these procedures.
44. Consistent with section 170LW of the *Workplace Relations Act 1996*, the AIRC, by this Agreement, is empowered to settle disputes over the application of this Agreement by conciliation and / or arbitration.

## INTERPRETATION / DEFINITIONS

For the purposes of the Agreement, the following definitions apply:

*Act* means the *National Gallery Act 1975*, as amended from time to time.

*Agreement* means the *National Gallery Certified Agreement 2005-2008*.

*AIRC* means the Australian Industrial Relations Commission.

*APS* means the Australian Public Service.

*AWA* means Australian Workplace Agreement.

*Casual employees* are those employees without set hours who work on an ad-hoc basis when requested to do so.

*Continuing employee* means a continuing employee as defined in the *Public Service Act 1922*.

*Delegate* means an employee authorised to be a Delegate of the Director to undertake or approve a specified function. The Director may issue instructions relating to the exercising of these functions.

*Dependant*, in relation to an employee, means:

- (a) An employee's spouse;
- (b) An employee's partner;
- (c) A child (including foster children) or parent of the employee, or of the spouse or partner of the employee, being a person who ordinarily resides with the employee, and who is wholly or substantially dependent upon the employee.

*Director* means the Director of the Gallery. The Director may appoint a delegate (as defined above) to undertake any of the functions assigned to the Director in this Agreement.

*Employee* means a person employed by the Gallery under and within the meaning of the *National Gallery Act 1975* and who is covered by this Agreement or by an AWA with the Gallery.

*Excess employee* means an employee who:

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

*External advertising* may constitute the Commonwealth Gazette.

*Family*, in relation to an employee, means a relation by blood, marriage, adoption, fostering or traditional kinship, or a partner.

*Gallery* means the National Gallery of Australia.

*Gallery Consultative Committee* means the committee of the employee representatives covered by this Agreement and the Gallery management representatives appointed by the Director.

*Gazette* means the Commonwealth of Australia Public Service Gazette.

*HSR* means a Health and Safety Representative.

*Ill and injured employees*, means “ill, injured and diseased employees” as defined in the *Safety Rehabilitation and Compensation Act 1988*, where an injury is:

- (a) a disease suffered by an employee; or
- (b) an injury other than a disease suffered by an employee, being a physical or mental injury (or the aggravation of such an injury) arising out of, or in the course of, the employee’s employment;
- (c) but does not include any disease or injury suffered by an employee as a result of reasonable disciplinary action taken against the employee or failure by the employee to obtain a promotion, transfer or benefit in connection with his or her employment.

A disease is:

- (a) any ailment suffered by an employee; or
- (b) the aggravation that was contributed to in a material degree by the employee’s employment by the Commonwealth.

*Merit selections* are based on assessing and ranking potential employee’s skills, experience and suitability for a position and selecting the best candidate.

*MPRA* means the Merit Protection and Review Agency.

*Parties* means the persons bound by this Agreement.

*Partner*, in relation to an employee, means a person who stands in a bona fide domestic relationship, without discrimination as to sexual orientation, with the employee, and has done so for a period of twelve months or more.

*Potentially excess employee* means an employee who is likely to become an excess employee.

*Salary* means the employee’s rate of salary / pay (in accordance with the Salary Rates at Appendix 1), and is considered to be salary for all purposes. Participation in salary sacrifice arrangements (under the Gallery’s Salary Packaging Scheme) or purchased leave options, will not affect salary for these purposes unless specifically authorised / specified.

*Supervisor* means an employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee.

*Temporary* in relation to an employee means a person who is recruited to or employed in the Gallery on a short term (non-permanent) or fixed term (non-permanent) basis.

*Union* means an organisation of employees within the terms of the *Workplace Relations Act 1996*.

*Workplace relations training* includes, but is not limited to, trade union training.



## FORMAL ACCEPTANCE OF THIS AGREEMENT

This Agreement is made and approved under section 170LJ of the *Workplace Relations Act 1996*.

By signing below, the employer and organisations bound by this Agreement signify their agreement to its terms:

Full Name of Authorised Person	Signature	Date
<b>Director, National Gallery of Australia</b>		

Full Name of Authorised Person	Signature	Date
<b>On behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union</b>		

Full Name of Authorised Person	Signature	Date
<b>On behalf of the Community and Public Sector Union</b>		

Full Name of Authorised Person	Signature	Date
<b>On behalf of the Construction, Forestry, Mining, Energy Union</b>		

Full Name of Authorised Person	Signature	Date
<b>On behalf of the Media, Entertainment and Arts Alliance of Australia</b>		

## **PART C: EMPLOYMENT FRAMEWORK**

### **DEVELOPMENT OF A STRATEGIC HUMAN RESOURCE MANAGEMENT PLAN**

45. The most important resources in the Gallery are its employees. This Agreement recognises the need to invest in their skills, training and career development to increase their value in the Gallery, and to provide a flexible and rewarding workplace for them.
46. This Agreement commits the Gallery to continue improving its approach to employee management. The aim is to take advantage of the flexibilities provided by the more devolved employment framework by developing arrangements which best suit the Gallery's needs and the interests of its employees. These strategies will be consistent with the requirements of the *Workplace Relations Act 1996* and take account of the role of the Australian Industrial Relations Commission.
47. The Gallery is seeking productivity gains through simplifying administrative arrangements, removing unnecessary prescription and making employment decisions on the basis of law, cooperation, trust, equity and reasonableness.
48. In order to provide the framework to facilitate the gains and improvements that currently exist in our HRM practices, the Gallery is committed to developing a Strategic Human Resource Management Plan that will guide us in relation to the following 8 key areas:
  - (a) classification and structure;
  - (b) workforce and succession planning;
  - (c) selection and recruitment;
  - (d) learning, development and performance;
  - (e) conduct and values;
  - (f) working together;
  - (g) conditions of employment; and
  - (h) redeployment, retirement and redundancy.
49. We agree that the development and implementation of the Strategic Human Resource Management Plan, and the review of existing people management policies and practices, will be reviewed through the GCC progressively.

## **CLASSIFICATION AND STRUCTURE**

### **Classification and Structure**

50. Positions within the Gallery will be classified in accordance with the Work Level Standards and employees will be paid in accordance with the classification and salary structure set out in Appendix 1 and with the salary advancement provisions of the Gallery's Performance Management Scheme.
51. The Director may supplement an employee's pay and benefits at any time with financial or other benefits.

### **Work Level Standards**

52. The Gallery's Work Level Standards provide an overview of each classification and:
  - (a) are broadly consistent with the current APS classification work level standards, national competency standards for public administration (core and functional) and locally developed competency standards;
  - (b) identify specific skill, knowledge and attribute requirements;
  - (c) address the importance of educational / professional requirements in some positions, and the need to ensure that employees are not de-skilled;
  - (d) address salary commencement points within a band for particular types of work;
  - (e) consider appropriate work values, alignment and relativities of existing categories and jobs of work;
  - (f) consider the need for salary barriers; and
  - (g) provide an adequate career structure for Gallery employees.

### **Broadbanding**

53. Positions within the Gallery may be classified across 2 or more classification levels. Such positions are referred to as broadbanded positions, and their level is described using the following convention that indicates the classification levels that are broadbanded:

NGA 1/2  
NGA 2/3  
NGA 3/4  
NGA 4/5

NGA 5/6  
NGA EL1/EL2

54. Some positions may cover more than 2 classifications. Not all positions will necessarily be broadbanded. Movement through the broadband is not automatic, but governed by the Guidelines on Broadbanding, which should be read in conjunction with this Agreement.

### **Workforce Planning**

55. Workforce planning involves analysing the Gallery's workforce needs and developing a strategic approach, which links the development of:
- (a) organisational structures;
  - (b) classification and work level standards;
  - (c) recruitment planning;
  - (d) succession planning;
  - (e) career planning;
  - (f) workforce statistics and analysis; and
  - (g) human resource management (HRM) systems.
56. We are committed to improving workforce planning strategies, re-examining priorities as necessary and using collected data to better align resources and workloads, particularly in relation to the Gallery Enhancement Project, the improved arrival and entry facilities and associated works for the Gallery, and major exhibitions.

## **SELECTION AND RECRUITMENT**

### **Selection and advancement of employees**

57. The Gallery will seek to recruit the best possible candidate for positions and is committed to good practice, including equity, fairness, merit and transparency in its approach to recruitment, promotion, transfer and advancement.
58. Subject to the Director considering the previous performance, career aspirations and development needs of employees, the Gallery's operational requirements, and the need for employment to be open to competition, permanent vacancies will be open to outside competition except in those circumstances where the Director considers that it is appropriate to advertise internally. When advertised internally, applications will be restricted to permanent Gallery staff, and to temporary Gallery staff with more than 6 months temporary service.
59. In filling temporary vacancies, subject to operational requirements, the Director will invite Gallery employees to state their claims against a position and these will be considered by the Director prior to any decision to advertise the position externally.

60. Where a position is advertised externally, the advertisement will indicate whether financial assistance for relocation from another locality will be provided to the successful applicant.
61. Employee selections should be undertaken (in accordance with the Gallery's staff selection guidelines) by a Selection Advisory Committee generally comprised of:
  - (a) the supervisor of the work group containing the position;
  - (b) the direct supervisor of the position; and
  - (c) an independent and impartial person (having regard to gender equity) from outside the unit or outside the Gallery, approved by the Director.
62. The Gallery will provide training in employee selections as required for those employees participating in selection committees. Selection processes will:
  - (a) ensure the provision of feedback to all applicants;
  - (b) include analysis of the need to fill the vacancy, its requirements and the appropriate labour market from which to seek applicants;
  - (c) incorporate the generic responsibilities of the employee and any requirements specific to the vacancy; and
  - (d) include the development and / or review of appropriate selection criteria.

### **Promotion Appeals**

63. Subject to eligibility, unsuccessful applicants for promotion will have the right of appeal to the Director, within 14 days of the promotion being notified. The only ground for appeal is merit.
64. The Director will establish a Promotion Appeals Committee, which will comprise a Gallery nominee, an employee representative, which may include the union, and an independent third person to conduct the appeal hearing and report to the Director on its findings. The decision of the Director will be final.
65. In determining the merit of the parties to an appeal, the Promotions Appeal Committee will have regard to the following:
  - (a) the capability of the employee to discharge the duties of the position;
  - (b) the standard of the work performed by the employee in other positions;
  - (c) any experience possessed by the employee relevant to the discharge of the duties;
  - (d) the training and educational qualifications of the employee;

- if the position is part-time, the willingness of the employee to work part-time hours;
  - (e) if the position is full-time, the willingness of the employee to work full-time;
  - (f) any personal qualities of the employee relevant to the discharge of the duties.
66. The appeal provisions will not apply to vacancies in the Executive Levels 1 or 2, or on appointment or transfer of a person into a vacant position.
67. In the case of temporary assignments the right of appeal is limited to circumstances where the assignment continues for more than 6 months.

**Consultants**

68. The Director reserves the right to engage specialist contractors and consultants. Before engaging consultants on a project, the Director will consider employee resources available within the Gallery, workloads and particular skills required to undertake the project and the program for the project.

**LEARNING AND DEVELOPMENT**

69. The Gallery is committed to recognising the skills of its employees and to building and using those skills. Training and development, effective feedback and the devolution of responsibility are all important in providing opportunities for improving the skills of employees and in enabling employees to more wholly contribute to the achievement of the Gallery's objectives. Encouraging the development and broadening of both professional and technical skills, consultation and interaction between supervisors and employees are all necessary in recognising, building and using employees' skills.
70. Learning and development will cover the areas of administration, management, professional and technical skills. Responsibility for the development of these skills is shared between three parties:
- (a) the Gallery, which is committed to recognising, building and providing opportunities for employees to use and develop their skills;
  - (b) the supervisor, who provides support, encouragement, opportunities and feedback; and
  - (c) employees, who take responsibility for their work performance and learning and development needs.

71. The Gallery is committed to:
- (a) ensuring that its organisational structure and its recruitment policy provide opportunities for the development of its employees;
  - (b) assisting employees who wish to improve and broaden their skills;
  - (c) encouraging initiative and devolving responsibility; and
  - (d) providing resources to development programs and schemes.

## **INDUCTION AND ORIENTATION**

72. The Gallery recognises the importance of employees within the Gallery being made aware of and remaining familiar with:
- (a) the Gallery's corporate vision, purpose and values;
  - (b) the roles and responsibilities of the various groups;
  - (c) their personal rights, responsibilities (including OH&S, Security and staff emergency procedures) and role in the Gallery; and
  - (d) the financial, administrative, legal and human resource management framework.
73. In response to the above, the Gallery will continue to utilise the current induction program and review it when necessary to include feedback received from recent new employees.
74. To assist existing employees to remain current with Gallery changes, information will be made available to employees as circumstances require. This information will be presented by way of written advice, information sessions and/or seminars as required.
75. The Gallery will ensure new staff are aware of the location and how to access all policy documents and procedural guidelines.
76. As part of the induction process new staff will be required to demonstrate they have read, understood and agree to comply with policies and procedures directly relating to their area of employment and responsibility, which will be identified by the Section Manager.

## **PROBATION**

77. Where the Director appoints a person as a permanent employee, they will be probationary employees until their appointment is confirmed. Their transition from probationary employment to permanent

employment will be subject to the following:

- (a) their health and physical fitness meets the requirements for the position to which they have been employed (as assessed by an authorised medical practitioner);
  - (b) their performance is assessed as effective by their supervisor at the end of the probation period;
  - (c) they observe, encourage observance by others, and to the best of their ability, follow the values and standards set out in the Gallery's Code of Conduct;
  - (d) their services continue to be needed by the Gallery; and
  - (e) they are an Australian citizen.
78. The period of probation will be set at the time of offer of engagement. The minimum period of probation is three months. A longer period of probation may be set taking into account the cycle and the work level requirements of the job in which the employee will be employed.
79. The probation period allows sufficient time for probationary employees to settle into the Gallery work environment, have their health and fitness assessed by an authorised medical practitioner, and participate in performance reviews with their supervisor/manager.
80. If at the end of the probation period, the Director considers that the probationary employee meets the requirements specified previously, their employment will be confirmed.
81. If at the end of the probation period, the Director does not consider that the probationary employee meets the requirements specified, the probation period may be extended by the Director for a period of up to a further nine months or the employment of the probationary employee may be terminated.
82. Extensions to the probationary period cannot extend the total period beyond twelve months (except where Australian citizenship is pending).
83. If, at the end of an extended probation period, the Director still does not consider that the probationary employee meets all of the requirements specified above, their employment will be terminated.
84. In accordance with good management practice, probationary employees will:
- (a) not be subjected to harsh, unjust or unfair treatment;
  - (b) be made aware of their status as probationary employees, and what that entails;
  - (c) be made aware of the standards expected of them;
  - (d) have their performance regularly monitored and appropriate feedback given by their supervisor, and, where necessary, counselling provided or other remedial action taken; and



- (e) have the opportunity to see and comment on reports made about them.

- 85. Decisions concerning probationary employees will be taken by the Director and will be final.

## **INDIVIDUAL DEVELOPMENT AND PERFORMANCE AGREEMENTS**

- 86. Individual Development and Performance Agreements (IDPA) are an essential component of the Gallery's Performance Management Scheme, and all employees, (except for those whose employment contract is for a period of less than 12 months), in consultation with their supervisor, are to prepare an IDPA.
- 87. IDPAs serve 2 purposes. First, to ensure alignment of individual effort to the Gallery's strategic goals; and second, to enable employees to undertake appropriate career planning and to consider their training and development requirements.
- 88. The IDPA cycle will be from 1 September to 31 August with a mid-term review being undertaken in March and the final review being completed by 30 September.
- 89. The Gallery will provide funding of a minimum of \$140,000 per annum to meet the costs of approved activities. Items of expenditure (including the type of training and/or development activity) from these funds will be reported quarterly to the Gallery Consultative Committee.
- 90. Employees in certain situations may be required to give an undertaking to the Gallery when taking advantage of particular development opportunities.
- 91. As the IDPA is a living document, changes to work programs or to the ability to perform work resulting from environmental disruptions such as the Gallery Enhancement Project must be reflected through an updated IDPA.

## **STUDY SUPPORT SCHEME**

- 92. The Gallery encourages its employees to undertake formal study in fields, which link to the achievement of its corporate goals and enhance professional development.
- 93. The Gallery's Study Support Scheme encourages employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses by providing access to study leave during normal hours of duty and limited financial assistance.
- 94. In general, support will be given to employees who wish to undertake:

- (a) studies to obtain entry into a tertiary institution, a first degree, diploma, associate diploma or any other tertiary qualification that is considered relevant and provides direct or general benefits to the Gallery; or
  - (b) second and subsequent degrees that are considered directly beneficial to the Gallery.
95. Approval to participate in the Study Support Scheme will be subject to the Director being satisfied that the employee has the capacity to effectively balance their proposed study load and normal agreed work responsibilities.

### **Eligibility**

96. All permanent employees, and fixed term employees contracted for periods in excess of 12 months are eligible to apply to the Director for study leave (with or without pay) under the Study Support Scheme. Generally, leave granted to undertake full-time study will be study leave without pay.
97. Temporary employees contracted for periods of less than 12 months may apply to the Director for limited study leave (with or without pay) under the Study Support Scheme.

### **Financial Assistance**

98. Employees may apply to the Director for study assistance in accordance with the Gallery's Study Support Scheme. Employees may apply to the Director for time to attend study and for reimbursement of compulsory course fees and other study costs (excluding HECS) up to a maximum of \$1,500 each financial year or pro rata depending on the date the IDPA and Study Support application was approved. Any additional costs will be met by the employee.

### **Approval of Study Support Arrangements**

99. Studies to obtain entry into a tertiary institution, a first degree, diploma, associate diploma or any other tertiary qualification that is considered relevant to the Gallery may be approved by the Director or delegate and require the support of the applicant's supervisor.
100. Studies leading to second and subsequent degrees/qualifications may be approved by the Director only and require the support of the applicant's supervisor.
101. Employees with approval to undertake study under the Study Support Scheme are required to send copies of all semester results to the Director.

### **Study Leave**

102. Study leave is not automatic, and is always subject to the operational requirements of the section where employees work.

103. Study leave without pay may be granted by the Director for the duration of the academic year to allow employees to undertake full-time study. Study leave without pay does not count as service.
104. Study leave with pay may be granted to employees by the Director for up to 5 hours each week for study activities approved under the Gallery's Study Support Scheme, plus reasonable travel time for travelling to and from study activities. Study leave with pay counts as service.
105. Employees undertaking: external studies/distance education; face to face activities that fall outside ordinary working hours; or study activities related only to the preparation and presentation of a thesis; may apply to the Director for leave with full pay to travel to and from residential courses or seminars, or any other study activities required for successful completion of the course of study and up to 3 hours leave with full pay each week for study activities.
106. Additional study leave may be granted by the Director in extenuating circumstances for tuition purposes, and will be considered on a case by case basis.
107. Approval for leave under the Study Support Scheme does not carry over from one semester to another, and must be obtained each semester to cover the study timetable. However, where a whole course of study is involved, approval will normally be granted subject to satisfactory academic progress and work performance of the student.

### **Studybank Credits**

108. A Studybank Credit is the difference between the maximum study leave which may be approved each semester under the Study Support Scheme (ie. 5 hours paid leave per week) and the study leave (per week) a student's timetable requires during the semester, up to a maximum of 2 days.
109. At the beginning of a semester, an approved student may apply to the Director for, and be granted access to, Studybank Credits for that semester, for use in essay, assignment or examination preparation. Studybank Credits cannot be carried over from one semester to another.

### **Exams**

110. Employees with approval to undertake study under the Study Support Scheme are entitled to leave with pay to travel to and from, and attend compulsory examinations/assessments held during the student's regular hours of duty.

### **Guidelines**

111. Guidelines regarding the operating arrangements of the Study Support Scheme will be reviewed as required by the Director, in accordance with normal consultation arrangements through the Gallery Consultative Committee, to take account of changes to the Gallery's operations.

## **MOBILITY**

112. Employee mobility is an important ingredient in promoting the development of appropriate skills and experience within the Gallery. Mobility is an important element in fostering the corporate culture and improving cross team cooperation and communication.
113. In addition, mobility is a key element of people management, in that it provides the flexibility to place the right people in the right jobs, and provides employees with a range of career and development opportunities.
114. Mobility can also be an effective strategy to assist with the redeployment of excess employees, and assist in dealing with the management of ill and injured employees, and those experiencing performance difficulties.
115. Mobility, which is envisaged in the majority of situations to be voluntary, will not be used by managers and supervisors as a vehicle to avoid having to address performance issues or misconduct/disciplinary matters.

## **PERFORMANCE MANAGEMENT STRATEGY**

### **Performance Management Scheme**

116. We agree to continue the operation of a Performance Management Scheme (PMS). The PMS will be reviewed by the Performance Management Project Group in consultation with the GCC during the life of this Agreement. The GCC and Project Group will seek to identify the scope of changes within 6 months of certification.

### **Salary Advancement**

117. Each classification level has a salary range and one or more pay points attached to it. Advancement through pay points within each classification level (or broadband as applicable) will be based on an assessment of an employee's effectiveness in performing their roles and responsibilities, including their contribution to work plans and corporate values.
118. The assessment of an employee's performance against these criteria is to be made in the context of the employee's effectiveness in performing their roles and responsibilities as outlined in the IDPA.
119. Where a supervisor is satisfied that health and/or personal matters are contributing to an employee's poor performance, they must discuss the matter with the Manager HRM before considering under-performance processes.

120. Where a supervisor considers that health and/or personal matters may be contributing to an employees poor performance, they will, in the first instance, discuss their concerns with the individual concerned and, where appropriate, advise the employee about the Employee Assistance Program.
121. All employees have a common salary advancement date of 1 October. New permanent and fixed term employees commencing duty with the Gallery between 1 October and 31 March will be eligible for salary advancement, subject to satisfactory performance, on 1 October of their first year of employment.
122. New permanent employees and fixed term employees commencing duty between 1 April and 30 September will be eligible for salary advancement on 1 October of their second year of employment.
123. An employee will be eligible for salary advancement after having their overall performance rated as as specified in accordance with the provisions of the Performance Management Scheme.
124. Where it is considered that an employee has demonstrated outstanding performance at a level over an annual performance cycle, the Director may advance that employee more than one salary point following a written submission supported by the relevant Program Manager.
125. In any event, salary advancement to a pay point in a higher classification level, but within the same broadband, will not occur unless the Director is satisfied that the work performed, or to be performed, is at the higher classification level.
126. Where it can be demonstrated that the Gallery has not met its responsibilities (as agreed) in a Performance Improvement Plan or Individual Development and Performance Agreement, a nominated person from the Human Resource Management Department will review the matter. Subsequently, where that person agrees that the Gallery failed to meet the agreed responsibilities, they will recommend to the Director that the employee progress to the next pay point in the classification range.
127. Movement of employees between broadbanded classification levels will be on the basis of a formal selection process.
128. Employees previously classified as Professional Officer Grade 1 as at 14 January 1999 will retain access to the following translation points: L3.1, L3.2, L3.3, L4.2, L4.4, L5.3 and L5.4.

## **MANAGING UNDERPERFORMANCE**

129. Recognising that under performance will sometimes occur, in fairness to all employees, such issues are to be dealt with promptly, with consistency and fairness.
130. We agree that feedback will be the initial and primary channel for seeking to resolve such issues, with the employee and their supervisor

jointly developing and implementing strategies to address the under performance. While the Gallery's IDPA process provides for a regular and structured assessment of work performance, supervisors should discuss with employees any concerns about under performance as those concerns arise, and not to delay the discussion until the next scheduled IDPA feedback session.

131. Equally, employees should inform their supervisor of difficulties or concerns they may have with working to the expected level of performance.
132. During this process an employee, at no additional cost to the Gallery, may be accompanied by a person of their choice, to support and assist them, during any part of the proceedings. Where language difficulties exist, the Gallery will meet the costs of engaging an interpreter.
133. If, through either the IDPA process, or through routine discussion / observation in the workplace, an employee is considered by their supervisor not to be performing to the appropriate level and standard of work, then the following processes will apply:
  - (a) The supervisor should consult with Human Resource Management Department in order to confirm that it is appropriate to commence a formal process.
  - (b) Subject to (a), the supervisor must counsel the employee and clarify with them the expected standard of performance. The counselling, which is to be documented, should seek to identify the reasons for the unsatisfactory performance.
  - (c) If after a period of one month from the counselling in (b) above the employee has failed to achieve a satisfactory level of performance, and has been provided with adequate coaching and assistance from the supervisor during this month, the employee will be issued with a formal warning by the Head of Human Resource Management. The formal warning will set out:
    - (i) details of the required standards for the employee's duties, and how the employee has failed to meet those standards;
    - (ii) details of how the employee's performance will be assessed;
    - (iii) the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.
  - (d) The Director will appoint a person to conduct a fair and impartial assessment of the employee's work performance over an agreed period of time, of at least one month, and no longer than

three months. The employee will be provided with feedback on their performance, by their supervisor, at regular intervals during the assessment period.

- (e) At the end of the assessment period, if the employee's work performance is assessed by the assessor in consultation with the supervisor and employee as meeting the required standard, the assessor will report this finding to the Director. If the Director agrees with the finding, the employee will be advised of this and no further action is required under these provisions.
- (f) If the employee is assessed by the assessor in consultation with the supervisor and employee as not meeting the required standard, the assessor will report this finding to the Director. The Director will advise the employee of the finding, and of the action that is proposed to be taken consequent upon that finding, which may include one or more of the following:
  - (i) termination of employment;
  - (ii) reduction in classification;
  - (iii) transfer to another position;
  - (iv) some other appropriate action.
- (g) The employee will be given 7 days from the receipt of the advice to respond to the findings and the action proposed by the Director.
- (h) The Director, having taken into account the assessor's findings and the employee's response, will advise the employee in writing of the final decision in relation to the finding and any action to be taken consequent upon it.
- (i) If the employee's performance again becomes unsatisfactory within a period of 12 months from an adverse decision having been made in accordance with (h) above, the following process will apply:
  - (i) the employee will be immediately issued with a formal warning in accordance with (c) above (ie. there will be no period of counselling and coaching for instances of repeat under-performance of the same type within a 12 month period);
  - (ii) the Director will appoint a different person to the person appointed at (d) above to assess the employee's performance over a maximum period of one month;

- (iii) at the end of the assessment period, if the employee's work performance is assessed by the assessor in consultation with the supervisor and employee as meeting the required standard, the assessor will report this finding to the Director. If the Director agrees with the finding, the employee will be advised of this and no further action is required under these provisions.
  - (iv) if the employee is assessed by the assessor in consultation with the supervisor and employee as not meeting the required standard, the assessor will report this finding to the Director. The Director will advise the employee of the finding, and of the action that is proposed to be taken consequent upon that finding.
  - (v) The employee will be given 7 days from the receipt of the advice to respond to the findings and the action proposed by the Director.
  - (vi) The Director, having taken into account the assessor's findings and the employee's response, will advise the employee in writing of the final decision in relation to the finding and any action to be taken consequent upon it.
- (j) The employee may seek a review of a decision made about them under these provisions in accordance with clauses relating to the *Review of Decisions to Terminate Employment* or *Review of decisions / actions*.

134. Guidelines on the operation of these procedures will be developed during the life of the Agreement.

## **BEHAVIOUR**

### **Code of Conduct**

135. All employees are bound by the Gallery's Code of Conduct. That Code provides that each Gallery employee must, in the course of or in connection with their employment:

- (a) behave honestly and with integrity;
- (b) work with care and diligence and with consideration for all others;
- (c) treat everyone with respect, consideration and courtesy, and act without coercion, bias, bullying or harassment of any kind;



- (d) comply with any lawful and reasonable direction given by someone in the Gallery who has authority to give the direction;
- (e) comply with all applicable Australian laws;
- (f) have regard to the undertakings included in the Gallery's Service Charter with respect to client services;
- (g) disclose to the Gallery, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment;
- (h) use Gallery resources in a proper manner;
- (i) not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee's Gallery employment;
- (j) not make improper use of inside information that the employee generates or obtains in the course of their employment, or of their duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for themselves or any other person;
- (k) at all times behave in a way that upholds the Gallery's Values and the integrity and good reputation of the Gallery;
- (l) while on duty overseas behave at all times in a way that upholds the good reputation of Australia;
- (m) not disclose to any person outside the Gallery information which the employee obtains or generates in connection with their employment if it is reasonably foreseeable that the disclosure could be prejudicial to the good reputation or the effective working of the Gallery, including the formulation or implementation of policies or programs;
- (n) not disclose to any person information which the employee obtains or generates in connection with their employment if the information:
  - (i) was, or was intended to be communicated in confidence within the Gallery; or
  - (ii) was received by the Gallery in confidence from a person or persons outside the Gallery,

whether or not the disclosure would found an action for breach of confidence;

- (o) maintain as confidential dealings that the employee has with any Minister or member of a Minister's office.

## **MISCONDUCT**

136. Misconduct is defined as a breach of the Code of Conduct set out in this Agreement.
137. In resolving allegations of misconduct, the Gallery will apply the following principles:
- (a) employees who, acting in good faith, allege breaches of the Code of Conduct will be protected from victimisation or discrimination in their employment;
  - (b) resolution of any such allegation will be attempted at the lowest level of formality, consistent with a proper resolution of the issues raised, in order to prevent the matter being unnecessarily elevated to a level whereby satisfactory outcomes may be compromised or unattainable;
  - (c) each allegation will be dealt with as expeditiously as is practicable consistent with a proper resolution of the issues raised;
  - (d) procedural fairness will apply to all parties to the matter, including the right to:
    - (i) be heard by an unbiased person;
    - (ii) know the allegation against them; and
    - (iii) have a reasonable time to comment on material which may result in findings adverse to them;
  - (e) in determining whether misconduct has occurred, the standard of proof will be the balance of probabilities; and
  - (f) as far as practicable, confidentiality and privacy will be observed.
138. Noting that the specific circumstances of an allegation could have a large bearing on the identity of the person to whom allegations of

misconduct should most appropriately be reported, an employee who wishes to report suspected misconduct may approach any of:

- (a) their supervisor or manager;
  - (b) their Program Manager;
  - (c) the Head of Human Resource Management;
  - (d) the Manager, Human Resource Management;
  - (e) the OH&S Officer;
  - (f) a Gallery Harassment Contact Officer;
  - (g) a Health and Safety Representative;
  - (h) the Deputy Director; or
  - (i) the Director.
139. The person to whom the allegation is reported, the person making the allegation, and the person who is the subject of the allegation, are each to treat the matter in confidence. This at no time, however, prevents any of these persons from seeking advice or assistance from appropriate persons, providing that the same obligation to maintain confidentiality is accepted by the persons from whom such advice or assistance is sought.
140. The person to whom an allegation is reported will discuss with both the person alleging the misconduct and the person who is the subject of the allegation:
- (a) the detail of the allegation; and
  - (b) the desirability and possibility of resolving the allegation informally, or whether the matter should be formally investigated.
141. Where the person to whom an allegation is reported concludes that a formal investigation appears to be unnecessary, they will determine in consultation with the person making the allegation and the person who is the subject of the allegation the appropriate steps that might be followed to resolve the issue, and will advise the Head of Human Resource Management of the decision and the proposed strategies.
142. In the event that the Head of Human Resource Management is a party to the allegations, the matter should be advised to the Deputy Director or Director.
143. The Head of Human Resource Management, Deputy Director or Director, will seek confirmation from the three parties to the matter that the matter has been resolved to their satisfaction when the person to whom the allegation was reported advises that they consider the matter has been resolved.

144. If this informal approach does not resolve the issue, or if it is apparent that continuing with the informal approach will not be productive, then the matter will be investigated in accordance with provisions detailed below.
145. Where a decision has been made to formally investigate an allegation, the matter is to be reported to the Director who will:
  - (a) appoint a suitable and unbiased person, whether from within or from outside the Gallery, to inquire into the allegation, and to report to the Director in an appropriate form; and
  - (b) provide the parties to the matter with the terms of reference issued to the inquirer.
146. An appointed inquirer will:
  - (a) advise the employee against whom the allegation has been made of the nature of the allegation and of the process to be followed in the course of their investigation;
  - (b) give the employee against whom the allegation has been made a reasonable opportunity to put their case to the inquirer; and
  - (c) give that employee a copy of the draft of their proposed written report and any other material that they propose to put to the Director;
  - (d) at the conclusion of the investigation, provide to that employee a copy of the final written report and any other material that they have put to the Director.
147. Having regard to the content of the inquirer's report and any other material submitted, the Director will then formulate a draft finding regarding the allegation of misconduct and a draft decision in relation to any action that is proposed to be taken consequent upon that finding, including any sanctions that might be applied.
148. The sanctions that might be implemented by the Director are:
  - (a) termination of employment;
  - (b) reduction in work level;
  - (c) re-assignment of duties;
  - (d) reduction in salary;
  - (e) deductions from salary, by way of a fine to a maximum of \$500;
  - (f) a written reprimand, placed on the employee's personal file; or
  - (g) informal counselling.

149. The subject of the allegation will then have 14 days to show cause to the Director why that finding should not be made or why that action should not be taken.
150. Having considered any response provided in accordance with the above, the Director will then make a final finding regarding the allegation and a final decision consequent upon that finding. Written notification of that finding and decision will be provided to the person against whom the allegation was made. Where it is appropriate to do so, the person who made the allegation will be advised of the outcome of the investigation.
151. An employee may seek a review of any decision to terminate their employment made about them under these misconduct provisions in accordance with the *Review of Decisions to Terminate Employment* or *Review of decisions / actions* clauses. In respect of any other decision made about them under these misconduct provisions, where the employee wishes to pursue the matter further, the parties to the matter acknowledge that an appropriately qualified person independent of the Gallery will be engaged by the Director to conduct a final review and report to the Director for determination.
152. At the completion of the investigation, or at the finalisation of action, the Head of Human Resource Management, Deputy Director or the Director, will consider what steps, if any, should be undertaken to prevent the issue, or similar issues, from arising again.
153. The effectiveness of these procedures will be reviewed during the life of the Agreement.

## PART D - WORKING TOGETHER

### CONSULTATION

154. The processes and forums by which the Gallery will facilitate communication and consultation with its employees will be guided by the following principles:
- (a) In making decisions that affect employees, the Gallery is committed to consultation with employees, and, where they choose, their representatives.
  - (b) The Gallery will develop consultative mechanisms with employees, and where they choose, their representatives, which may include the unions.
155. Consultation at the Gallery wide level will be through the Gallery Consultative Committee (GCC). Subject to terms of reference and operating procedures being developed by the GCC in accordance with clause 159, the GCC will meet at least quarterly. The quarterly meetings will alternate between strategic and issue-specific matters:
- (a) Strategic matters include those relating to employment within the Gallery, including the performance of the Gallery against the targets set out in the Agreement, Annual Business Plans and the Strategic Plan.
  - (b) Issue-specific meetings will consider matters referred to GCC from workplace meetings, as well as the following and any other relevant issues:
    - implementation of the Agreement;
    - Productivity Forum issues;
    - disputes arising over the general operation or interpretation of the Agreement, but excluding disputes about an individual's entitlements;
    - organisational or technological change;
    - policies and guidelines impacting on conditions of service;
    - accommodation and amenities;
    - impact on employees should pay parking be introduced; and
    - impact on employees of the implementation of government policies and programs, including workplace relations.

156. The GCC will comprise:
- (a) A staff representative for each Designated Workgroup (DWG), regardless of their membership or non-membership of unions, nominated or elected by the members of the DWG, or their deputies, and a lesser number of official representatives from the relevant unions;
  - (b) A number of management representatives, nominated by the Director, or their deputies, equivalent in number to the DWG representatives.
157. The strategic GCC meetings will be chaired by the Director or the Director's nominee. The chair for issue-specific meetings will rotate between management and staff representatives.
158. Secretariat services, including the preparation of agendas and minutes, will be provided by Gallery management.
159. The terms of reference for GCC, and its operating procedures, will be developed by the GCC.
160. It is recognised that the arrangements regarding consultation, cooperation, participation and exchange of information under this Agreement place obligations, duties and responsibilities on union officials, delegates and staff representatives.
161. To assist in meeting these obligations, access to appropriate facilities (including paid leave, accommodation, communications systems, office equipment, storage facilities and notice boards) will be available to members of the GCC and members of working groups established by the GCC.
162. To ensure greater opportunity is provided for all interested employees to participate in this formal consultative forum, staff representatives are eligible to serve a 12-month term and are able to be renominated for subsequent terms. The renomination process will be staggered to ensure that adequate representation is maintained on the GCC.
163. Utilisation of such facilities by employees and where they choose, their representatives which may include union representatives, shall not disadvantage any employee of the Gallery.
164. Consistent with the freedom of association provisions of the *Workplace Relations Act 1996*, all Gallery employees are entitled to be represented by a person of their choice in discussions associated with workplace issues.
165. We agree:
- (a) to discuss workplace issues in a spirit of cooperation and trust; and
  - (b) to the extent possible and at the earliest possible stage, ensure

that employees and where they choose their representatives, which may include the union, not only receive information on workplace issues that affect them, but also have an opportunity to contribute and have their views on those issues taken into account, before final decisions are made.

166. It is noted that the attendance by Staff Representatives at Council meetings may be the topic of future discussion.

## **FREEDOM OF ASSOCIATION**

167. We recognise the freedom of association provisions of the Workplace Relations Act.

## **RESOLVING WORKPLACE ISSUES**

168. We recognise that issues may arise in the workplace and it is agreed to work cooperatively to resolve any such issues as far as practicable at the workplace level by promptly addressing those issues as they arise in accordance with the procedures set out below:

- (a) discussing those issues in an open and honest way; and
- (b) seeking to resolve those issues wherever possible without recourse to third parties, although an employee may choose to be guided or assisted by a person of his or her choice, eg an employee representative. Where an employee so chooses, he or she will inform his or her immediate supervisor and/or the relevant level of management.

169. Where local grievances arise over decisions or actions affecting an employee(s), every effort will be made to resolve the matter through discussions between the relevant supervisor/manager and the employee(s) concerned.
170. Where those discussions fail to resolve the matter, an employee(s) may refer the matter to the next level of management for resolution. In circumstances where the matter relates to the behaviour of the supervisor or manager and it would be inappropriate to discuss the matter at that level, the employee(s) may similarly discuss the matter with the next level of management.
171. In circumstances where the matter remains unresolved after discussions with the next level of management, an employee(s) may refer the matter to the Director.



## **DISCRIMINATION FREE WORKPLACE**

172. We agree that:

- (a) it is our intention to achieve the objective of section 3(j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their workplace on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin;
- (b) it is our intention to achieve the objective of section 298A of the *Workplace Relations Act 1996*, which is to ensure that employers and employees are free to join or not join industrial associations, and will not be discriminated against or victimised because they are, or are not, members or officers of industrial associations; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

## **WORKPLACE DIVERSITY**

173. The Gallery aims to be an organisation that values fairness, equity and diversity. Consistent with that aim, the Gallery is committed to preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social or cultural origin, union membership or non-union membership.

174. We agree that the workplace is enhanced by recognising the productive benefits of diverse backgrounds, experiences, skills and perspectives. We agree to continue to implement and review the Workplace Diversity Plan to ensure that:

- (a) all employees are encouraged to develop their work skills and contribute to their maximum potential;
- (b) the diverse skills, cultural values and backgrounds of employees are recognised and used effectively; and

- (c) workplace structures, systems and procedures assist employees to balance their work and family responsibilities effectively.

## **OCCUPATIONAL HEALTH AND SAFETY**

- 175. The Gallery is committed to its policy on Occupational Health and Safety (OH&S) which enables effective cooperation between the employer and the employees on OH&S matters. The Gallery's aim under this policy is to create and maintain a safe and healthy work environment and fulfil its responsibilities under the *Occupational Health and Safety (Commonwealth Employment) Act 1991* (the OH&S Act).
- 176. The Gallery recognises the importance and value of focussing on prevention of workplace injuries and illnesses through education, health assessments (including monitoring the hearing levels of workshop and janitorial staff), training, and the identification and removal of hazards and potential hazards. Provision will be made for professional advice on ergonomic equipment and work practices, training in safe work practices and treatment.

### **Looking after our ill and injured employees**

- 177. The Gallery recognises that effective strategies for managing ill and injured employees contribute significantly to improving productivity and achieving Gallery goals.
- 178. The Gallery supports a positive approach by managers to the health problems of ill and injured employees, which provides for structured return to work programs in cases where attendance or work performance is affected by illness or injury; and the effective management of ill and injured employees to reduce absences, and reduce the likelihood of invalidity retirement, and minimise associated administrative and compensation costs.
- 179. Under the *Safety, Rehabilitation and Compensation Act 1988*, the Gallery has an ongoing responsibility to manage workers' compensation claims and provide rehabilitation and return to work programs for injured employees, in accordance with the Gallery's return to work policy.
- 180. The Gallery is committed to the Public Service Commissioner's "Fitness for Continued Duty Instructions" as at 1 January 1998.

## **PART E – CONDITIONS OF EMPLOYMENT**

### **WORKING FLEXIBLY**

181. We agree that an employee's pattern of working hours under this Agreement must acknowledge that operational needs are met. Important considerations when employees and managers consider the pattern of working hours will be the impact on clients and other members of the work group and the personal needs of the employee.
182. This Agreement expands the degree of flexibility and choice available to employees and supervisors concerning working arrangements and patterns, with responsibility for decisions regarding these issues devolved to the work group.

### **HOURS OF DUTY**

#### **Rostered Staff**

183. Standard working hours and conditions particular to rostered staff are specified in separate terms and conditions of employment guidelines.

#### **Standard Working Hours**

184. Standard hours of work in the Gallery will continue to be 7 hours 30 minutes per day. This is a total of 37.5 hours per week. A standard day is regarded as 8.30am to 12.30pm and 1.30pm to 5.00pm, Monday to Friday. Working arrangements outside these hours are to be agreed between the employee and their supervisor, and where necessary the Department Head.
185. Where an employee specifically requests to work outside this span of hours, including on weekends, he or she may do so with the agreement of their manager. Any hours worked on this basis will be considered 'ordinary hours' and do not attract overtime or penalty rates. When considering such requests managers will take account of operational requirements and the impact on other employees. Such agreements will be documented in writing.
186. In recognition of the increased work hours each week, as agreed in a previous Agreement, two days between the Christmas - New Year period (close-down days) will continue to be considered as public holidays for Gallery employees whose hours are based on 37.5 per fortnight (including part time employees). 37.5 hour employees unable to observe the close-down days due to operational requirements can nominate replacement days in consultation with their supervisor.
187. Where an employee is absent from duty in excess of 24 hours, without approval, all pay and other benefits provided under this Agreement, eg

flex time, will cease to be available until the employee resumes duty or is granted leave. Where flex time no longer applies, employees will revert to standard hours as outlined above.

188. Rostered employees whose normal hours are based on 38 hours per week (and who work 40 hours per week) will be entitled to a Rostered Paid Day Off (RPDO) in each 20 day cycle. RPDOs shall be taken as rostered unless varied by mutual agreement, negotiated at the workplace. In accordance with this arrangement, recreation leave will be debited at the rate of 8 hours per day.

## **WORKING PATTERNS**

189. The employee's pattern of work is a matter for agreement between supervisors and employees. However, an employee will:
  - (a) make himself or herself available for reasonable direction to work outside his or her agreed pattern of work;
  - (b) not work more than five consecutive hours without a meal break of at least 30 minutes; and
  - (c) not be required to work more than ten hours ordinary time on any one day.

## **Flexitime**

190. The Gallery's Flexible Working Arrangements Scheme is a cooperative arrangement between Gallery management and employees, which provides for optimal organisational flexibility to meet operational requirements and deliver client services, and flexible working hours for employees to balance their work and personal lives.
191. Under these arrangements employees will be able to balance personal and work needs, and work their required or regular hours of duty in a flexible manner. The scheme does not require employees to increase their ordinary hours of duty.
192. It is important that supervisors and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexitime and flex leave, into their overall approach to work planning.
193. The following flexible working arrangements apply to employees employed in classifications at NGA Levels 1-6 (except where other individual fixed daily hour arrangements are in place).
194. The span of hours (flexitime bandwidth) during which employees may work their ordinary hours of duty is 7.00am to 7.00pm, Monday to Friday. It is expected that the flexitime bandwidth hours will meet most of the Gallery's operational requirements.

## **Flex Credits**

195. Employees may generally only carry over a maximum flextime credit of 25 hours at the end of the settlement period. Employees and supervisors will take joint responsibility for ensuring that flex credits are not exceeded and that employees are not continuing to build excessive flex credits without the opportunity to access flex leave.
196. Where an employee expects they may exceed the flex credit maximum of 25 hours at the end of the settlement period, they must discuss the situation with their supervisor, including:
  - (a) the immediate and ongoing work commitments for the group;
  - (b) where there is likely to be an ongoing requirement for the employee to work extensive hours during the bandwidth, other options for redressing the workload demands on the employee; and
  - (c) the need for overtime duty (outside the bandwidth) to meet the extra work requirements.
197. During this discussion, the employee and supervisor should also seek to agree on a time during the following settlement period where the employee may access at least one day flex leave to reduce their flex credit to a more manageable level. Where an employee has a large flex credit, a request for flex leave will not be unreasonably refused.
198. In circumstances where operational requirements have prevented an employee from taking time off to reduce excessive flex credits, up to 75 hours (10 days) per annum can, with the approval of the Director, be converted to Recreation Leave credits.
199. The maximum flex debit will be 10 hours. Employees and supervisors will take joint responsibility for ensuring that flex debit maximums are not exceeded. As well, employees should take all reasonable steps to balance their debits.
200. Gallery employees covered by flexible working arrangements may adjust how they work their total ordinary hours over a "4 week settlement period" (ie 150 hours), commencing on a Thursday payday and finishing on a Wednesday. Generally the maximum accessible flex in any given settlement period will be 3 days subject to operational requirements.

## **Recording Flextime**

201. All employees will keep accurate and complete attendance records for the purpose of recording flextime. Supervisors are responsible to verify that records are accurate and complete and shall take remedial action if attendance is not satisfactory.

202. Access to flexible working arrangements will not apply in circumstances where:
- (a) an employee elects to work standard hours; or
  - (b) a manager reasonably considers that a employee's attendance is unsatisfactory; and/or
  - (c) a manager can establish that an employee is misusing the arrangements.

### **Executive Level Employees**

203. Executive level employees may work flexible hours. This means that their supervisor may agree to absences, including whole days, from time to time in recognition of additional time worked by them. Such employees may use either an attendance record or diary to record hours of attendance, and any short term absences that have been agreed need not be covered by official leave.
204. The working arrangements for Executive staff should be agreed at the Section or Department level through discussions between managers and Executive staff. In reaching agreement on working arrangements, managers and Executive staff should have regard to:
- (a) the operational requirements, workload and priorities of the area;
  - (b) the need for Executive staff to balance work and personal/family responsibilities; and
  - (c) any other relevant factors.

### **Fixed daily hours**

205. Where, for operational reasons, excluding staff working flextime, the Gallery considers that employees in a work area should work fixed daily hours, the hours of work will be determined at the work place, after discussion with affected employees and their representatives. *This does not facilitate 'split shifts'.*
206. Where employees on fixed daily hours are required to work additional hours, they will receive overtime payments or time off in lieu for all duty performed outside their roster or fixed hours.

### **OVERTIME DUTY**

207. Flextime will generally be used to meet operational requirements between the hours of 7.00am to 7.00pm Monday to Friday.
208. However, it is recognised that operational requirements will on occasions require employees to work outside the bandwidth hours or in excess of ten hours on any one day.
209. Overtime is payable to employees, other than Executive level employees, for work performed at the request of, or with the prior approval of their manager, outside the bandwidth hours (usually 7.00am to 7.00pm), or in excess of ten hours on any one day.
210. Overtime duty is payable at the following rates in accordance with the provisions outlined below:
  - (a) Monday – Saturday: time and a half for each hour worked for the first 3 hours, and (outside bandwidth hours) double time for each hour worked thereafter;
  - (b) Sunday: double time for each hour worked;
  - (c) Public holidays: time and a half for each hour worked within standard hours (as employees are already receiving payment for the public holiday at single time rates); and
  - (d) Public holidays (outside standard hours): double time and a half for each hour worked
211. Employees called on duty to meet an emergency situation and who had no notification prior to ceasing ordinary duty will be entitled to either payment of overtime or time off in lieu, with a minimum payment of 2 hours at the double time rate. Thirty minutes travelling time will be paid when less than two hours notice has been provided.
212. Employees who are required to work overtime on a weekend are entitled to either payment of overtime or time off in lieu, with a minimum payment of 2 hours at the appropriate rate.
213. Where an employee who has a flex debit is requested to work overtime, they shall eliminate their flex debit (at the overtime rate) before overtime is payable.
214. Employees are required to have a rest break, including travelling time, of at least 9 hours between ceasing duty on any day and commencing work on the next day (or shift). Where such a break is not possible, the staff involved will be paid double ordinary time rates until they have such a break.
215. Employers/employees shall not place at risk the health and safety of themselves or any other person by working or requiring others to work excessive amounts of overtime.

## SHIFT PENALTY PAYMENTS

216. Employees, including temporary employees, who are required to perform duty as shiftworkers (ie. those subject to a roster) will be entitled to prescribed shift penalty payments. Shift penalty payments will not be taken into account in the calculation of any allowance based upon salary.
217. A shiftworker will be paid at the rate of:
- a) 15% additional to the ordinary rate of pay for rostered shifts commencing prior to 0630hrs or finishing after 1800hrs Monday to Friday;
  - b) 30% additional to the ordinary rate of pay for rostered shifts commencing after 1800hrs Monday to Friday for periods exceeding 4 weeks (eg. permanent night shift);
  - c) 50% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Saturday;
  - d) 100% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Sunday;
  - e) 150% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on a Public Holiday where a shift worker does not observe the Public Holiday; and
  - f) a shift worker on a 7 day shift roster who is rostered off duty on a public holiday is to be granted, if practicable, within 1 month after the holiday, 1 day's leave in lieu of the holiday. The leave granted is equal to the number of hours the employee would have worked on that day if they had not taken the day as leave in lieu of the public holiday. Where it is not practicable to grant a day's leave in lieu, the employee is to be paid 1 day's pay at the ordinary rate. 1 day's pay in this case means the payment the employee would have received for the public holiday if they were not a shift worker - for example, 7 hours 30 minutes or 7 hours 36 minutes for 38 hour a week employees.
218. For shiftworkers, duty will be considered overtime where:
- a) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
  - b) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.



219. Unless specified below, overtime rates for shiftworkers will be subject to the following conditions for the payment of overtime:
- a) **Saturday:** Double time.
  - (b) **Emergency duty:** The standard working hours provisions will not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.
220. Where necessary as a means of meeting operational requirements, the Gallery may introduce shiftwork or a new shift roster or cycle of shifts following consultation with affected employees and workplace representative(s).
221. Consultation will involve employees and workplace representative(s) being advised of proposed arrangements and would normally be a minimum of two weeks prior to the intended introduction. The Gallery will facilitate workplace meetings during rostered hours of duty to provide an opportunity to comment on any proposed arrangements.

#### **TIME OFF IN LIEU**

222. Employees working authorised overtime who do not have a flex-debit may take their overtime entitlement as time off in lieu (TOIL), calculated at the applicable overtime rate. In cases where TOIL has been granted but operational requirements have prevented the employee from taking time off within four weeks, or other agreed period, but no later than 3 months, payment of overtime will be made.
223. Executive Level employees are able to access TOIL in consultation with their supervisor, excluding the payment of overtime, subject to operational requirements.

#### **RESTRICTION ALLOWANCE**

224. The Director may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment of restriction allowance under this clause.
225. Payment of restriction allowance is subject to the following conditions:
- (a) employees above the substantive classification of NGA Level 6 will not be eligible to receive payment;
  - (b) the restriction situation is imposed by the prior written direction of the Director, or is subsequently approved in writing by the

Director where the circumstances did not permit prior direction;  
and

- (c) the flextime bandwidth provisions will not apply where an employee is recalled to duty while restricted.

226. An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will, subject to this clause, be paid an allowance calculated on the number of hours restricted and rate of 10% of the employee's hourly salary for each hour restricted.
227. An employee's salary for the purpose of calculation of the allowance under this clause will include higher duties allowance and any other allowances in the nature of salary, up to the maximum of an NGA Level 6 employee.
228. The hourly rate of payment will be calculated (for staff working a 38 hour week) as follows:  $\text{annual salary} \times 6 / 313 / 38 \times \% \text{ of salary}$  prescribed in this clause.
229. The allowance under this subclause will be payable for the number of hours of each type that the employee is restricted outside the employee's ordinary hours of duty.
230. An employee who is restricted under this clause outside the employee's normal hours and is called to duty:
- (a) **not at a place of work**, payment will be made in accordance with the relevant overtime provisions subject to a 1 hour minimum payment; and
- (b) **at a place of work**, payment will be made in accordance with the relevant overtime provisions subject to a 3 hour minimum payment. Thirty minutes travelling time will be paid for employees called into duty at work.
231. **No concurrent payment:** Any part of a period of restriction in respect of which the employee receives payment other than in accordance with this clause will not be included in the period of restriction for calculating payments.
232. **Availability:** No payment will be made to an employee under this subclause for any period in which the employee does not remain contactable or at the required degree of readiness to perform extra duty.
233. **Alternative rate:** Notwithstanding the provisions of this clause, where an employee is placed in a restriction situation outside of the employee's ordinary hours of duty, the employee may be paid at a rate determined by the Director having regard to the circumstances of the restriction situation.

## **ALLOWANCES**

### **Higher Duties Allowance**

234. An employee may be paid an allowance in recognition of higher duties when that employee is directed by the Director to carry out duties that are of a higher Work Level Standard than the employee's usual classification and that period of higher duties is for more than 2 weeks continuously.
235. The personal / professional development gained through periods of unpaid HDA, (and paid HDA), will be factored into an employee's annual performance appraisal.
236. The amount of the higher duties allowance will be the difference between the employee's substantive salary and the classification level of increase. Higher Duties may be paid at a partial performance rate, in which case the higher duties allowance will be the difference between the substantive salary and the agreed partial performance pay point.
237. Higher duties vacancies expected to continue for periods of 6 months or more will be advertised internally.
238. Employees undertaking higher duties at a partial performance level will have their performance assessed at 3 month intervals to determine the continuing suitability of the arrangement.
239. Where employees are required to temporarily perform work in positions above the EL2 level for more than two weeks, they will be remunerated at a rate determined by the Director for the period of temporary higher performance.
240. Where an employee in Security or the Gallery Shop is required to undertake the duties of a higher position in an emergency situation, full payment of higher duties will be paid. Emergency situations are those in which there is no senior employee on duty.
241. Where an employee has been paid higher duties allowance, and is subsequently promoted to that level, the periods of higher duties during the previous 24 months shall be recognised for the purpose of advancement through the pay points.

### **First Aid / HSR Allowance**

242. An employee who possesses a current first aid certificate and who is designated by the Director to undertake first aid responsibilities within the Gallery or who is an elected HSR will be paid an allowance of \$18.89 per fortnight. This allowance will increase by the same percentage of any salary increase.
243. Where an employee covers both roles only one allowance will be paid. Where an HSR is absent for an extended period, the allowance may be paid to a deputy.

### **Motor Vehicle Allowance**

244. Employees are encouraged to use Gallery pool vehicles or public transport where travel is required for official purposes. However, where the Director considers that it will result in greater efficiency or involve less expense, he/she may authorise an employee to use a private vehicle owned, or hired by the employee at their own expense, for official purposes, subject to the employee providing proof that, for the period of the journey, they have comprehensive insurance on the vehicle, that the vehicle is registered, and that they possess a current drivers licence.
245. Where so authorised, an employee will be entitled to a motor vehicle allowance of 60 cents per kilometre for vehicles of any engine capacity. Consideration will be given to vary this amount in exceptional circumstances.

### **Laundry Allowance**

246. Staff who are required to wear a Gallery uniform or corporate wardrobe as part of their normal duties will be paid an allowance of \$10.00 per fortnight for employees wearing a 'casual' uniform and \$17.00 per fortnight for employees wearing a 'corporate' uniform (that is, one that requires dry cleaning).
247. Casual staff wearing a uniform will be paid a daily allowance of \$1.70 for a 'corporate' uniform and \$1.00 for a 'casual' uniform, to a maximum of the fortnightly allowance.

### **Trade Related Allowances**

248. Refer Appendix 3 for details of allowances payable to trades and related staff.

### **HOME GARAGING**

249. Employees may apply for approval from the Director for home garaging of an official vehicle. Where employees are granted approval for home garaging, for periods greater than 5 consecutive days, they may be required to make a nominal contribution of \$15pw towards the operating costs of the vehicle.

### **TRAVEL**

250. An employee who is required by the Director to be absent overnight from their usual place of work on official business within Australia will have their actual reasonable costs of hotel/motel accommodation met. The maximum reasonable costs for accommodation in each city will be those identified and published by the Australian Taxation Office. Any

additional accommodation costs will require the prior approval of the Director.

251. Where no actual costs are incurred for accommodation, an employee who undertakes travel on official business and is away overnight from their usual place of work will be paid an accommodation allowance of \$60 per night. Employees using such accommodation will be expected to pay their own costs of local travel to/from this accommodation.
252. An employee who is required by the Director to be absent overnight from their usual place of work on official business within Australia will have their actual reasonable costs of meals and incidentals met. The maximum reasonable costs for meals will be those identified and published by the Australian Taxation Office. This is in addition to the cost of conveyance for work purposes.
253. An employee who is required to be absent from their usual place of work on official business for a period longer than 10 hours but is not absent overnight will be paid a taxable Part Day Travel Allowance of \$50. The Australian Taxation Office requires that Part Day Travel Allowance is paid through the Payroll System and recorded on an employee's payment summary.
254. After an employee has resided in the one locality for a period of 21 days, a reviewed allowance which is equal to the amount expended on accommodation, meals and incidentals, or an amount which the Director considers to be reasonable in the circumstances will be payable.
255. An employee required to travel on official business either within Australia or overseas will be provided with a cash advance calculated to meet reasonable accommodation, meal and incidental expenses. This advance will be paid through electronic funds transfer. The administration of this advance will be in accordance with the Gallery's Travel Policy.
256. The payment of any additional allowance will be made through Petty Cash (less than \$100) or electronic funds transfer (greater than \$100). Any excess advances will need to be repaid to the Finance Section within 30 days of completion of the travel.
257. Employees are entitled to economy class where required to travel on official business within Australia. Employees travelling overseas on official business and who do not travel business class shall be entitled to a rest day on arrival and return.

## **LOSS, DAMAGE AND INDEMNITY**

258. The Director may approve reimbursement to an employee for loss or damage to clothing or personal effects that occurred in the course of the employee's work. The reimbursement will be in accordance with the Gallery's reimbursement policy for loss or damage to clothing or personal effects.

## **RELOCATION ASSISTANCE**

259. Employees who relocate from a different geographic locality on appointment, or transfer by the Gallery, will be paid a lump sum in reimbursement for anticipated reasonable transport, removal and temporary accommodation costs as determined by the Director.
260. The agreed package of assistance will take account of the following elements where they are applicable:
- (a) reimbursement or payment of reasonable temporary accommodation costs at the new location;
  - (b) reimbursement or payment of reasonable transport and removal costs to and from the new location;
  - (c) reimbursement of reasonable costs associated with the sale of and purchase of a home;
  - (d) reimbursement of reasonable costs associated with the moving of pets; and
  - (e) reimbursement of reasonable costs incurred in avoiding serious disruption to the final two years of the employee's, or child's/children's education.
261. The extent of any assistance provided to employees on relocation, temporarily or permanently, from one locality to another will be negotiated between the individual and the Director. Such negotiation will have regard to the ease or difficulty of filling the position, the Gallery's ability to pay and any other relevant factors.

## **PART-TIME WORK**

262. We recognise the value of part-time workers to the Gallery and the needs/preferences of some employees to be able to work part-time.
263. A part-time employee is one whose ordinary hours of work are less than 150 hours over a 4 week period (the settlement period).
264. Remuneration and other conditions will be calculated on a pro-rata basis, apart from allowances of a reimbursement nature, where a part-time employee will receive the same amount as a full-time employee.
- (a) Annual leave credits will be based on calendar days worked in the previous year, and will be expressed in hours and minutes.
  - (b) Credits will be reduced once more than 30 calendar days of leave without pay is taken in a calendar year.
  - (c) Deductions of leave will be made on an hour for hour basis.

265. A full-time employee may submit to the Director a written request for approval to work on a part-time basis, either for a finite period or on an ongoing basis.
266. The Director may agree to requests for part-time work, subject to operational requirements. Consideration of operational requirements will include an assessment of the effect of the proposal on individual workloads and the team as a whole. The Director will advise the employee in writing of the outcome of their request within 3 weeks of its lodgement. Employees returning to work from Maternity Leave may elect to work part-time for a period of up to two years and such requests will not be disallowed.
267. Part-time work arrangements will be set out in a Part-Time Work Agreement specifying the employees regular part-time hours to be worked during the settlement period, agreed core hours, the duration of the agreement and any specific arrangements that are necessary to facilitate part-time work. NB: Any single period of attendance may not be for less than 3 hours.
268. Part-time hours included in a part-time work agreement must be within the bandwidth hours specified within this Agreement (7.00am - 7.00pm).
269. A part-time employee may access the Flexible Working Arrangements Scheme under the same arrangements as full-time employees, by arrangement with their supervisor.
270. All variations of hours of work will be taken into account in calculating a part-time employee's next accruing leave entitlements.
271. A supervisor may initiate the introduction of part-time employment in consultation with the employee/s and where they choose their representatives, which may include the relevant union.
272. Full-time employees will not be required to convert to part-time hours without their agreement. A part-time employee may revert to full-time hours earlier than noted in the Part Time Work Agreement with the agreement of the Director, subject to operational requirements.
273. A supervisor may require a part-time employee to perform additional duty (ie. more hours than agreed as their regular part-time hours over the settlement period in their Part-Time Work Agreement). Any additional hours worked by part-time employees should be voluntary and overtime would be payable or flextime provisions could be used where appropriate.
274. Where NGA Levels 1-6 part-time employees perform additional duty and they are to be paid overtime, it will be paid in accordance with the rates set out in the Overtime clause, substituting the words "regular part-time hours" for "bandwidth hours" and "ordinary hours".
275. The Gallery encourages and will facilitate the use of job sharing arrangements, subject to operational requirements. Full time employees may request, in writing, approval to work in a job share arrangement. Employees working under job sharing arrangements

share one full-time position, and will be considered to be part time, with each working part time hours on a regular basis.

## **HOME BASED WORK**

276. The Director may approve an application from an employee to work from home on either a regular or temporary basis.
277. Home Based Work (HBW) may be agreed where there are mutual benefits to such an arrangement for both the employee and the Gallery. In weighing up the benefits, consideration will be given to the financial cost to the Gallery associated with establishing a continuing HBW arrangement.
278. In some instances HBW may be unsuitable due to the nature of the work performed by the employee or the operational demands of the work area.
279. When considering an application for HBW, the Director will have regard to relevant factors, including:
  - (a) personal traits such as self motivation, organisation skill and conscientiousness are important to indicate suitability for HBW;
  - (b) household arrangements that can cope with the intrusion of HBW arrangements;
  - (c) adequate security for official information and Gallery assets;
  - (d) home based work is not a substitute to childcare;
  - (e) a clear understanding by both parties to the arrangement of expectations, supervision and performance measurement are very important; and
  - (f) provision of the right equipment from both an OH&S and performance perspective is essential.
280. Where a HBW arrangement has been approved the Gallery will meet the costs of any necessary equipment.
281. A HBW arrangement may only be varied by an employee with the agreement of the Director.
282. A HBW arrangement can be varied or terminated by the Director at any time where he/she considers:
  - (a) the arrangement is having an adverse impact on the operational requirements of the employee's work area; or
  - (b) the arrangement is considered to be inefficient and/or ineffective; or



- (c) the employee is failing to comply with any agreed requirements.

## **PUBLIC HOLIDAYS**

283. Employees will observe the following public holidays:

New Year's Day (or substitute);  
Australia Day (or substitute);  
Canberra Day;  
Good Friday and the following Saturday and Monday;  
Anzac Day, 25 April (or substitute);  
the relevant Queen's Birthday observance day;  
the relevant Labour day or equivalent;  
Christmas Day (or substitute);  
Boxing Day (or substitute);  
the additional public service holiday;  
and any other gazetted public service holidays.

284. Where:

- (a) New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
- (b) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
- (c) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

285. Where the Director and an employee agree, another day may be substituted for any holiday prescribed above, eg. for religious or cultural purposes.

## **LEAVE**

286. The Gallery's leave entitlements will be fair, based on mutual trust, and provide all employees with adequate rest and support during times of need.

287. For all absences of less than one day, employees are expected to have the absence recorded as flextime, or alternatively, an arrangement may be made with the supervisor for the time to be made up as an alternative to accessing leave entitlements. A record of the absence will be maintained by the supervisor.
288. A supervisor may recommend the Director grants leave to an employee in accordance with the following provisions:

### **Maternity Leave**

289. The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
290. In order to provide for more flexible administration of maternity leave, an employee may elect to either:
- (a) take their entitlement for their 14 week period of absence (12 weeks provided for by the Act and an additional 2 weeks) at full pay; or
  - (b) take an additional 14 weeks on maternity leave without pay, and spread their payment for the 14 week period of required absence over the total period of absence of 28 weeks, at a rate of half normal salary.
291. The additional leave beyond the mandatory 14 weeks provided in the legislation will not count as service for any purpose.
292. Refer to the Permanent Part Time clause for details regarding access to part-time work on return from maternity leave.

### **Paternity Leave**

293. Employees will be entitled to 2 weeks paid paternity leave following the birth of a dependent child.

### **Adoption Leave**

294. The Director may grant adoption leave to eligible employees from the date they assume responsibility as the primary carer of a child.
295. Adoption leave is available to employees with twelve or more months continuous service, subject to the following provisions:
- (a) the child is under five years of age;
  - (b) the child is not a step-child of the employee or a child who has previously lived continuously with the employee for more than six months; and

- (c) the employee must provide adequate notice and documentary evidence of the pending adoption from an appropriate organisation.
296. Paid leave of up to twelve weeks may be granted for a child under the age of twelve months and up to four weeks for a child between the ages of twelve months and five years.

### **Long Service Leave**

297. The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
298. To provide for more flexible access to long service leave, leave may be granted for a minimum period of 7 calendar days.
299. If an employee is sick while on Long Service Leave and obtains a medical certificate, those days covered by the medical certificate will be recredited to the employee's long service leave credits.
300. The long service leave accrual date will be deferred when more than 30 calendar days leave without pay is taken in a calendar year.

### **Compensation/Accident Leave**

301. Compensation leave is covered by the *Safety Rehabilitation and Compensation Act 1988*, and is determined by Comcare Australia in the event of employment related illness or injury.

### **Portability of Accrued Recreation Leave and Personal Leave**

302. Employees recruited to the Gallery directly from an APS agency or from the ACT Government Service will have their accrued sick leave credits in their previous APS agency or ACT Government Service transferred, however defined. Annual leave credits may be transferred by negotiation.
303. Where a person has previously been employed in the APS, or in government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*, or a service referred to in sub-section 11(2) of that Act, they may have that period of previous employment recognised as service for:
- (a) sick leave purposes, provided that any break in employment between employers is no more than 2 months; and
  - (b) long service leave purposes, provided that any break in employment between employers is no more than 12 months.
304. The entitlement to these accrued credits of leave, and any future entitlements to annual leave and sick leave, will be those prevailing in the Gallery.

### Recreation Leave

305. The purpose of Recreation Leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning.
306. The basic Recreation Leave credit will be the equivalent of four full time working weeks:
- (a) 150 hours for 37.5 hour a week workers; or
  - (b) 152 hours for 38 hour a week workers.
307. Recreation Leave credits will be accrued on a quarterly basis.
308. Employees are entitled to an additional 0.5 days credit for each rostered Sunday worked subject to a maximum of 5 additional days each year.
309. Shift workers will be entitled to the payment, while on Recreation Leave, of 50 per cent of all penalties above 15% attracted by their shift pattern, with the conditions for payment of Public Holiday penalties remaining at 150%. Penalty rates at 15% or below will not attract a payment.
310. Where a public holiday occurs in a period of Recreation Leave, the public holiday will not be deducted from the employee's Annual Leave credits.
311. Deductions of Recreation Leave will be made on an hour for hour basis.
312. Recreation Leave credits for all employees will be calculated using the following formula:

$$\frac{A \times B \times C}{D}$$

where

A = the number of hours per week for period

B = the number of calendar days to count as service in period

C = basic annual credit of 4 weeks

D = the number of actual (calendar) days in the year of service

313. Employees on worker's compensation leave for more than 45 weeks will have their Recreation Leave credits reduced for any periods not worked.

314. Where leave without pay not to count as service has been granted in an accrual year, Recreation Leave credits will be adjusted in the appropriate accrual quarter as follows:
- (a) where aggregated absences for periods total 30 calendar days or less the recreation leave accrual is not affected;
  - (b) where aggregated full day absences total more than 30 calendar days the entire period of leave without pay is deducted from the number of calendar days to count as service in the formula above; and
  - (c) when leave without pay covers an entire calendar year, no recreation leave credit accrues for that year.
315. The use of Recreation Leave is available where an employee:
- (a) has a long term illness; and
  - (b) has exhausted all paid Personal; and
  - (c) has applied for Recreation Leave.
316. If an employee is sick while on Recreation Leave and obtains a medical certificate, those days covered by the medical certificate will be recredited to the employee's Recreation Leave credits.

**Payment in Lieu of Recreation Leave**

317. Payment in lieu of Recreation Leave is available to employees when:
- (a) they separate from the Gallery and cease to be an employee. Unused recreation leave credits will be paid in lieu. Uncredited recreation leave will be paid in lieu. The leave is to be accrued on a pro-rata basis for each calendar day of continuous service, subject to a minimum of 30 calendar days, since the employee's last credit of annual leave or since the date of commencing duty in the case of an employee who has not accrued an annual leave credit. The 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; or
  - (b) taking 2 or more weeks consecutive recreation leave an additional one week's (5 days) credit can be converted to salary and paid to the employee.

318. Payment of Recreation Leave monies on the death of an employee will be calculated in accordance with the method outlined above.
319. Where it is feasible, employees will be encouraged to exhaust all of their accumulated Recreation and flex leave credits before commencement of any Other Leave without pay.

### **Deeming Date**

320. The Deeming Date for Recreation Leave for all employees is 1 October of any year. After 1 October each year an employee with in excess of 2 years and 9 months credit will be deemed to be on recreation leave for whatever period is necessary to reduce their accumulated unused recreation leave to 2 years and 9 months credit. The Director may, in exceptional operational circumstances, extend the deeming date under these deeming provisions.
321. At least 3 months prior to the deeming date the Manager HRM will advise all relevant employees in writing of their excess leave credits.

### **Recall to Duty**

322. If an employee is recalled to duty during a period of recreation leave the employee will be recredited with the period equivalent to the ordinary duty worked during the recreation leave and will have all reasonable costs associated with being recalled to duty met by the Gallery.

### **Personal Leave**

323. Employees and fixed term employees on contract for 12 months or more will accrue an annual entitlement of eighteen days personal leave credits at full pay each year on anniversary of commencement (LWOP, unauthorised absences, or prior service may affect this date) without limit throughout the employee's period of employment with the Gallery. Employees, on appointment, will also be credited with eighteen days personal leave.
324. An employee who is employed on temporary contract will not accrue a personal leave credit when first commencing duty. On completion of 44 days continuous service a temporary employee may be granted four days paid personal leave. The employee may then be granted an additional two days paid personal leave after the next 22 days service, then be granted one additional day paid personal leave each further 22 days service to a maximum of eight in the first year of service. A double credit will be provided on the anniversary of commencement and a single credit will be provided every subsequent year. Leave taken during the first twelve months will be deducted from the double credit.
325. Employees who alternate between temporary and casual contracts receive their personal leave accruals after working the equivalent full

time hours as specified above (not at the anniversary of commencement).

326. Personal leave will accrue on an hourly basis and will be credited annually on the anniversary of commencement. Personal leave will not accrue where an employee has been absent on leave without pay for periods that exceed 30 calendar days and do not count as service, or for any unauthorised absence.
327. A review of the date personal leave accrues will be undertaken during the life of this Agreement, through the GCC.
328. Medical Certificates may be accepted from health service providers, other than registered medical practitioners, who are accepted by Health Funds. The Gallery may seek advice from a competent authority on the validity of a medical certificate as evidence of an employee's illness.
329. The Director may approve the anticipation of the next accruing Personal Leave credit where an employee has exhausted all available paid Personal Leave.
330. Employees must advise their manager as soon as possible of their absence or their intention to be absent. This will be in advance of the absence whenever possible.
331. Personal leave may be granted by the manager in the following circumstances:
  - (a) where the employee is ill or injured;
  - (b) for the death of a family member or close friend;
  - (c) to move house;
  - (d) to provide support or care for family members or dependents who are ill or require assistance;
  - (e) for urgent household repairs;
  - (f) to participate in significant cultural / religious events (up to 1 day per annum); or
  - (g) other emergency reasons considered appropriate (eg: compulsory attendance at legal proceedings) .
332. No more than three continuous days can be taken without providing documentary evidence. A manager may require a medical certificate or other suitable supporting evidence for periods of less than three days if there is some doubt that the absence is consistent with the purposes specified above. If this is requested, the employee will be required to provide the evidence to cover the absence from the time of the request. No more than 10 days may be taken each year without providing

supporting documentation unless the supervisor waives this requirement.

333. The maximum continuous period of personal leave which may be granted for absences due to personal illness or injury is 78 weeks, of which no more than 52 weeks may be paid. Personal leave beyond 78 weeks will be treated as if the employee has been granted additional personal leave without pay, subject to satisfactory medical evidence. This period of leave will not count as service for any purpose except long service leave.
334. An employee will not, without the employee's consent, be retired on invalidity grounds before their personal leave credits have been exhausted up to 52 weeks.
335. An employee who is retired from the APS on the grounds of invalidity, and is subsequently reappointed as a result of action taken under Section 75 of the **Superannuation Act 1976**, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, in credit at the time of retirement.
336. An employee receiving workers compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.
337. Employees who are medically unfit for duty for one day or longer while on recreation or long service leave and who produce satisfactory medical evidence, may apply for personal leave. Recreation and long service leave will be recredited to the extent of the period of personal leave granted.
338. Personal leave will not be debited where an employee is medically unfit on a public holiday, which they would otherwise have observed.
339. An employee is unable to access paid personal leave while on paid maternity leave.
340. Employees with certain Defence Force Service prescribed by the Veterans' Entitlement Act 1986 are eligible for additional sick leave. Eligible employees may accrue two separate credits, special credit of nine weeks on commencement with the Gallery and an annual credit of three weeks for each year of service. Unused credits can accumulate to a maximum of nine weeks.
341. Unused Personal Leave will not be paid out on separation.

#### **Other Leave**

342. Other Leave may be granted by the Director, having regard to operational needs of the Gallery. An indicative list of some of the circumstances in which Other Leave may be granted is as follows:

#### **With pay**

Defence Force Reserve enlistment  
State/Territory Emergency Services



Jury Service

Disaster Leave

National Aboriginal Islander Day of Observance Committee (NAIDOC)

Attendance at international sporting events (accredited officials and competitors only)

Attendance at workplace relations training

Attendance at AIRC hearings for matters pertaining to the Gallery

Attendance at Blood Bank

Ability to meet obligations relating to the adoption or fostering of children

Any other approved purpose

### **Without pay**

Employment in the interests of the Gallery or the APS

Accompanying a spouse on a posting

Parental or adoption leave (as opposed to Maternity Leave)

Other personal development training

Ceremonial Leave

Any other approved purpose.

343. Leave may be granted for the period requested or for another period, with or without pay, and subject to conditions set by the Director.
344. Where leave is refused the supervisor will advise the employee in writing of the reason for the decision as expeditiously as possible.
345. Approved Other Leave with pay counts as service for all purposes. Approved Other Leave without pay, unless otherwise authorised in writing at the time of approval, will not count as service for any purpose.
346. Generally, staff undertaking leave without pay for a period of twelve months or more will be unattached from their position.

### **Purchased leave (employee funded leave)**

347. The Purchased Leave Scheme enables employees to access up to four weeks additional leave per year with salary payments averaged over the whole year to ensure that a standard pay rate is received each fortnight.
348. All permanent and fixed term employees are eligible to apply for purchased leave. Granting of purchased leave is subject to operational requirements.

- 349. There is no quota on the number of employees who can access the scheme.
- 350. Employees may elect to purchase between 1 and 4 weeks leave each year. The leave must be purchased in whole weeks only.
- 351. The leave is purchased over 26 pay periods and employees are required to stay on the scheme for the 26 pays. This is called the purchased leave period.
- 352. In order to “pay” for the “purchased leave”, employees will have an amount deducted from their gross salary each fortnight for a period of 26 pays (52 weeks). The amount deducted will result in a reduction in the employee’s taxable income and the amount of tax paid each fortnight.
- 353. The fortnightly deduction is calculated using the following formula:

$$\frac{\text{fortnightly salary} \times \text{number of weeks of purchased leave}}{52}$$

52

- 354. The deduction is adjusted to take into account salary increases resulting from any permanent salary increases. The first salary deduction will be made on the payday after the nominated commencement date.
- 355. If approved, employees will have immediate access to one week of their purchased leave from the nominated commencement date. However, as with Recreation Leave and long service leave, approval to access purchased leave is subject to operational requirements.
- 356. Purchased leave may be taken in blocks of at least one week or more, as it accrues, but must be taken within 52 weeks of the date of commencement of the salary deductions, or the employee will be deemed to be on leave for the remainder of the unused purchased leave.
- 357. Purchased leave credits will be maintained on separate purchased leave history records in the Human Resource Management Department.
- 358. Purchased leave can be taken in conjunction with annual leave, maternity leave, long service leave, leave without pay and flex leave. Periods of long service leave cannot be broken by purchased leave. However, employees can take purchased leave before or after long service leave.
- 359. If an employee is sick while on purchased leave and obtains a medical certificate, those days covered by the medical certificate will be re-credited to the employee’s purchased leave credits.
- 360. Unpaid leave will have no effect on purchased leave while the deduction from gross salary continues. If gross earnings are insufficient to cover the deduction, the underpaid deduction will be recovered from the employee’s salary at a rate approved by the Manager HRM.

361. Purchased leave for part-time employees will be deducted from the entitlement on the basis of hours being worked at the time of taking the leave.
362. Salary deduction for part-time employees will be based on hours of duty at the time of application and will only be varied to take account of salary movements such as pay progression. Deductions will not be changed to reflect changes in hours of duty.
363. With the exception of compensation payments, the purchased leave arrangements have no effect on conditions of service. All paid leave taken while on the purchased leave scheme will be paid at the reduced rate (ie the salary rate being paid at the time the leave is taken).
364. Compensation payments are based on the employee's normal gross weekly earnings. If the gross weekly salary is reduced through a deduction, then the new lower gross salary will be used by Comcare to calculate compensation payments.
365. Employees on the Purchased Leave Scheme who have accessed, but not fully paid for, their purchased leave when they leave the Gallery will be treated as having been "overpaid" on leaving the Gallery, and any monies owing will be deducted from their final monies. Where employees are transferred to another agency, the receiving agency will be requested to continue recovery of monies.

## **EMPLOYEE ASSISTANCE PROGRAM**

366. The Gallery will provide employees with access to a confidential, professional counselling service at no cost to the individual to help them resolve both personal and work-related problems.
367. For employees, access to this provider will be on the following basis: for the first three attendances in any calendar year there will be no cost for this service and the period so attended will be considered as duty when during normal working hours.
368. For any attendances over and above these three visits, the Manager HRM will have the discretion to authorise payment for additional counselling sessions.

## **HEALTHY EMPLOYEES**

369. To encourage healthy team activities, sporting teams that are established will be provided with \$500 towards registration, outfits, kits etc. The team should represent the Gallery and should comprise predominantly Gallery employees.
370. To ensure workers' compensation coverage, teams representing the Gallery must obtain the Director's prior approval to engage in the activity. Employees participating in intra-Gallery lunch time sporting activities would normally be covered by workers' compensation.

371. During the implementation of the No Smoking Policy, the Gallery will arrange and meet the costs of Quit Smoking Programs for interested staff.

### **FINANCIAL PLANNING**

372. Employees over the age of 60 are entitled to a one-off reimbursement of financial planning advice, up to a total of \$400.

### **EXTRA DEPENDANT CARE COSTS**

373. In recognition of dependant care responsibilities, the Director may authorise reimbursement of reasonable expenses (up to a maximum of \$100 per week) arising from additional dependant care arrangements which are necessary because:

- (a) the employee is required to travel away from their normal work location for Gallery purposes; or
- (b) the employee is directed to work additional hours, or to attend a conference or training course outside the employee's regular hours of work.

374. Reimbursement of such expenses will be subject to the employee obtaining prior approval to the arrangement from the Director.

### **EYESIGHT TESTING**

375. Eyesight testing may be requested by employees who are engaged in tasks involving screen based equipment (SBE) and/or specialised work tasks which require particular visual acuity not normally required for general tasks (eg. microscopy).
376. Employees are entitled to testing every 2 years unless symptoms occur which indicate that further testing is necessary. Employees applying for testing more frequently than 2 yearly intervals should support their application with medical evidence.
377. For other tasks which require particular visual acuity (other than screen-based work) the range of tests, testing procedures and reimbursement levels will be set as recommended by the OH&S Committee.
378. The Gallery will meet the reasonable costs of screening and full vision examination by an optometrist, including ophthalmologist fees (where necessary), and will meet the reasonable costs of the initial examination, and the review examination (if required).

379. The Gallery will meet the reasonable cost of spectacles prescribed when they are certified as necessary to achieve vision to perform tasks associated with SBE, and/or undertake specialised work tasks which require particular visual acuity not normally required for general tasks (eg. microscopy).
380. Reasonable costs are 80% of the receipted costs (original receipts only) to a maximum of \$180 for single vision spectacles and \$220 for bifocal or multi-focal lenses. If an employee is claiming the gap between their health fund payment and the cost of the spectacles a receipt/statement from the fund of the amount claimed/paid will be required.
381. Employees are responsible for costs associated with normal visual requirements, and for any costs in excess of the reasonable limit amounts specified in the above clause.

### **ACCOMMODATION**

382. The Gallery will ensure that its accommodation complies with relevant legislative standards and codes to the extent the Gallery is able to control or influence such matters. In designing new accommodation, or modifying existing accommodation, the Gallery will consult with employees and staff representatives.
383. Any new building works will include consideration of the provision of appropriate office accommodation.

### **CARER'S ROOM**

384. We agree that the feasibility of establishing a Carer's Room, for use by staff in emergency situations, will be considered at appropriate periods during the life of this agreement.

## PART F – REDEPLOYMENT, RETIREMENT AND REDUNDANCY

### REDEPLOYMENT, RETIREMENT AND REDUNDANCY

385. These provisions apply only to permanent and continuing employees. They do not apply to employees on probation or employees employed for a specified period.
386. The following redeployment, retirement and redundancy provisions will apply to excess employees of the Gallery.

#### Consultation Process

387. When the Director is aware that an employee is likely to become excess, the Director will, at the earliest practicable time, advise the employee(s) and where they choose their representative, which may include the relevant union, of the situation in writing.
388. Where the employee nominates a representative they wish to be involved in this matter, the Director will hold discussions (the discussion period not exceeding 1 month) with the employee and their representative to consider:
- (a) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their permanent classification level; and
  - (b) whether voluntary retrenchment might be appropriate.
389. Where 15 or more employees are likely to become excess the Director will comply with the notification provisions contained in sections 170CL and 170GA of the *Workplace Relations Act 1996*.
390. The Director may, prior to the conclusion of these discussions, invite employees who are not excess employees to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
391. The Director will identify the employees who are excess to the Gallery's requirements:
- (a) after the discussions specified above have been held; or
  - (b) where the employee or the employee's representative has declined to discuss the matter, one month after the Director has advised the employee;

- (c) whichever is the lesser, and may immediately advise those employees in writing that they are excess.
392. The Director will then establish through consultation with the identified employees, which employees want to be offered voluntary retrenchment immediately and which employees seek redeployment.
393. The Director will take all reasonable steps, consistent with the interests of the efficient administration of the Gallery, to transfer an excess employee to a suitable vacancy at the same level within the Gallery.

### **Voluntary Retrenchment**

394. Where the Director invites an excess employee to accept voluntary retrenchment, subject to the below clause being met, the employee will have one month in which to accept the offer.
395. Within the first two weeks of that month, an employee invited to accept voluntary retrenchment must be given advice on the:
- (a) amount of severance pay, pay in lieu of notice and paid up leave credits;
  - (b) amount of accumulated superannuation contributions;
  - (c) options open to the employee concerning superannuation (through ComSuper or another provider); and
  - (d) taxation rules applying to the various payments (through the Australian Taxation Office).
396. Where the offer is accepted, the Director will not give notice of retirement before the end of the 1 month period, unless the employee has received all of the above information, and chooses to waive the remainder of the period.
397. In addition, financial assistance will be provided (up to a maximum of \$400) for financial advice.
398. Only one offer of voluntary retrenchment will be made to an excess employee.

### **Period of Notice**

399. Where the excess employee agrees to be voluntarily retrenched, the Director may retrench the employee by giving the required notice of retirement. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
400. Where an employee retires or is retired at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the *Workplace Relations Act 1996* for the unexpired portion of the notice period.

### **Severance Benefit**

401. An employee retrenched in accordance with the above clauses is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
402. The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks salary.
403. The severance benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
404. Service for severance pay purposes means:
  - (a) service in the Gallery;
  - (b) Government service as defined in section 10 of the *Long Service Leave Act 1976*;
  - (c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
  - (d) service with the Australian Defence Forces; and
  - (e) service in another agency, where the employee was transferred from the APS to that agency with a transfer of function; or an employee engaged by that agency on work within a function is appointed as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.
405. For earlier periods of service to count there must be no breaks between the periods of service, except where:
  - (a) the break in service is less than 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*.
406. Any period of service which ceased by way of retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture



of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.

407. Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

**Rate of Payment - Severance Benefit**

408. For the purpose of calculating any payment under these clauses, salary will include:

- (a) the employee's salary at their substantive classification level; or
- (b) the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement;
- (c) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retirement. A weekly average of penalties due over the 12 months will be included in the salary; and
- (d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

**Retention Periods**

409. Unless the employee agrees, an excess employee will not be involuntarily retired until the following retention periods have elapsed:

- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- (b) 7 months for other employees.

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

- (a) the day the employee is advised in writing by the Director that they are an excess employee; or
- (b) one month after the day on which the Director invites the employee to accept voluntary retrenchment.

411. The retention period will be extended by any periods of certified sick leave taken during the retention period.
412. During the retention period the Director will continue to take reasonable steps to find alternative employment for the excess employee.
413. During the retention period the Director may, with 4 weeks notice, transfer the excess employee to a job with a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.
414. The Director may approve an excess employee's request for assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
415. Excess employees and potentially excess employees will be considered for vacant positions in isolation from and not in competition with other applicants for an advertised vacancy for which an excess employee seeks transfer. In order to be successful, the excess employee must demonstrate they possess the ability to perform the tasks of the position within a reasonable period.
416. An excess employee required to move the employee's household to a new locality as a result of a transfer or reduction in classification will be entitled to reasonable expenses.
417. Where the Director is satisfied that there is insufficient productive work available for the employee within Gallery during the remainder of their retention period the Director may, with the agreement of the employee, retire the employee and pay the balance of the retention period as a lump sum and this payment will be taken to include the payment in lieu of notice of retirement.

### **Involuntary Retirement**

418. Subject to the clauses immediately below, the Director may involuntarily retire an excess employee at the end of the retention period.
419. An excess employee will not be retired involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to be retired but the Director has refused to approve it.
420. An excess employee will not be retired involuntarily without being given 4 weeks notice (or 5 weeks notice for an employee over 45 with at least 5 years of continuous service) of retirement, or payment in lieu of notice.
421. The specified periods of notice will as far as practical be concurrent with the retention period.

### **Accelerated separation arrangements for redundancy purposes**

422. The Director may provide employees likely to be subject to the Redeployment, Retirement and Redundancy provisions of this

Agreement with an accelerated separation option. In these circumstances the Director will, at the earliest practicable time, advise the employee, and where they choose their representative which may include the union.

423. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and who retire within 14 days of receiving it, an amount of 8 weeks salary (or 9 weeks salary for an employee 45 years of age with at least 5 years continuous service). The payments made under this clause are inclusive of any award or statutory entitlement to payment in lieu of notice.
424. This option is available to employees who retire from the Gallery prior to the commencement of any formal consultation with employees and their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Director will hold discussions with the employee and their representative.
425. Employees who may be considering accelerated separation arrangements for redundancy purposes are encouraged to seek financial advice prior to making their decision.
426. Where an employee has elected not to accept an offer under this option, the Redeployment, Retirement and Redundancy provisions of this Agreement will then apply.

## **PART G - REMUNERATION ARRANGEMENTS**

### **PAY RATES**

#### **Payment of Salary**

427. Employees will be paid fortnightly, and the fortnightly rate of pay will be calculated using the following formula:

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

#### **Rate of Salary - Short-term Temporary Employees working less than 24 hours/week**

428. A person who is employed on a temporary short-term contract for an average period of less than 24 hours per week shall be paid a 15% loading of their salary in lieu of all leave entitlements except Long Service Leave, which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

#### **Rate of Salary – Casual Employees**

429. Casual employees shall be paid a 15% loading in lieu of all leave entitlements except Long Service Leave, which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

#### **Method of Payment**

430. Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution.

#### **Salary increase**

431. We agree that, to recognise productivity gains and the ongoing commitment demonstrated by employees in striving for continuous improvement and supporting the Gallery's objectives, Gallery employees will be recipients of the following salary increases.
432. An initial across-the-board increase of 3% payable with effect from the first full pay fortnight on or after certification and a further 1% payment subject to the following pre-condition:
- (a) 1% conditional upon more than 95% of staff having an IDPA in place for the performance management cycle from 1 September 2004 to 31 August 2005.
433. Salary rates will be increased by 2% with effect from the first full pay fortnight on or after 1 July 2006 with a further 2% payment subject to achievement of the following pre-conditions:

- (a) 1% conditional upon satisfactory progress in the implementation of the OH&S Continuous Improvement Action Plan, as monitored by the Gallery's OH&S Committee and approved by the Director; and
  - (b) 0.5% conditional upon more than 95% of staff having an IDPA in place for the performance management cycle from 1 September 2005 to 31 August 2006; and
  - (c) 0.5% conditional upon the Gallery achieving satisfactory progress towards the performance indicators identified in the 2004/07 Strategic Plan, as determined by the Director.
434. Salary rates will be increased by 2% with effect from the first full pay fortnight on or after 1 July 2007 with a further 2% payment subject to achievement of the following pre-conditions:
- (a) 0.5% conditional upon more than 95% of staff having an IDPA in place for the performance management cycle from 1 September 2006 to 31 August 2007; and
  - (b) 0.5% conditional upon satisfactory progress in the implementation of the OH&S Continuous Improvement Action Plan, as monitored by the Gallery's OH&S Committee and approved by the Director; and
  - (c) 0.5% conditional upon the Gallery achieving satisfactory progress towards the performance indicators identified in the 2004/07 Strategic Plan, as determined by the Director; and
  - (d) 0.5% conditional upon demonstrated staff commitment to the identification and implementation of business performance improvement initiatives.
435. The Gallery is committed to meeting the milestones in the above clauses and will provide the necessary support and feedback to ensure these can be met.
436. HRM will provide regular updates to the GCC, staff and where they choose their representatives, which may include relevant unions, to ensure that all parties to the Agreement are aware of progress towards achievement of the pre-conditions, and if necessary, areas in which more attention needs to be paid.
437. The decision as to whether the pre-conditions have been satisfied and the extent to which salary increases will be payable will be made by the Director on the basis of advice from the GCC.
438. In the event that it appears that a specified pre-condition has not been achieved through no fault of an employee(s) or through circumstances outside of the direct control of the employee(s) or the Gallery, the GCC will investigate and make recommendations to the Director. Subject to any such investigation, the Director may approve payment of a pre-conditional component.

### **Salary Packaging**

439. Access to the Gallery Salary Packaging Scheme is available to all employees covered by this Agreement. The Scheme has been established in accordance with the Government's policy parameters, and at no cost to the Gallery.
440. Where an employee takes up the option of salary packaging on a "salary sacrifice" basis, unless otherwise specified in the Gallery's Salary Packaging Scheme guidelines, the employee's pre-sacrifice salary will be salary for all purposes.

### **Salary on commencement or promotion**

441. Where an employee commences in the Gallery, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the Director authorises payment of salary above the minimum point in that salary range, having regard to the experience, qualifications and skills.
442. Where an employee is promoted within the Gallery, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the Director authorises payment of salary above the minimum point in that salary range, having regard to any prior performance at that classification by the employee.
443. Where, at the time of appointment/promotion, an employee's salary is set at an inappropriate salary point within the applicable salary scale, the Director may determine in writing the payment of the employee's salary at the appropriate salary point.

### **Junior Rates**

444. Junior rates of pay will apply to the minimum pay point of the Level 1 classification as follows:
- |                |   |
|----------------|---|
| under 18 years | 60% of the equivalent adult rate of pay |
| at 18 years    | 70% of the equivalent adult rate of pay |
| at 19 years    | 81% of the equivalent adult rate of pay |
| at 20 years    | 91% of the equivalent adult rate of pay |

### **Apprentice Rates**

445. The weekly rate of wage for an apprentice shall be the undermentioned percentages of the ordinary weekly wage prescribed below for NGA Level 2:

1 <sup>st</sup> year	42%
2 <sup>nd</sup> year	55%
3 <sup>rd</sup> year	75%
4 <sup>th</sup> year	88%

### **Salary on Reduction**

- 446. Where an employee permanently transfers to a lower classification (for reasons other than misconduct or under-performance), the Director will determine in writing that the employee's salary will be at the top salary point level in the lower classification.
- 447. Where an employee is involuntarily transferred, the Director may grant the payment of income maintenance for a period of up to six months to assist the employee during the transitional period.

### **Payment on death**

- 448. Where an employee dies, or the Director has directed that an employee will be presumed to have died on a particular date, the Director may authorise the payment of the amount to which the former employee would have been entitled if the employee had ceased employment by resignation or retirement.
- 449. Payment may be made to dependants or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it should be paid to the legal personal representative.

### **Supported salary for employees with a disability**

- 450. Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which employed, at a rate below the salary levels prescribed in this Agreement. Refer Appendix 3 for details of the Supported Wage System

## APPENDIX 1 - SALARY RATES

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Pay Point	4% Salary Increase following certification or 1 July 2005, whichever is the latter	4% Salary Increase with effect from the first full pay period on or after 1 July 2006	4% Salary Increase with effect from the first full pay period on or after 1 July 2007
NGA Level 1	L1.1	\$31,755	\$33,025	\$34,346
	L1.2	\$32,757	\$34,067	\$35,430
	L1.3	\$33,755	\$35,105	\$36,509
	L1.4	\$35,049	\$36,451	\$37,909
NGA Level 2	L2.1	\$35,873	\$37,308	\$38,800
	L2.2	\$36,813	\$38,286	\$39,817
	L2.3	\$37,813	\$39,326	\$40,899
	L2.4	\$38,755	\$40,305	\$41,917
	L2.5	\$39,753	\$41,343	\$42,997
NGA Level 3	L3.1	\$40,842	\$42,476	\$44,175
	L3.2	\$41,902	\$43,578	\$45,321
	L3.3	\$42,960	\$44,678	\$46,465
	L3.4	\$44,076	\$45,839	\$47,673
NGA Level 4	L4.1	\$44,929	\$46,726	\$48,595
	L4.2	\$45,635	\$47,460	\$49,358
	L4.3	\$46,988	\$48,868	\$50,823
	L4.4	\$48,163	\$50,090	\$52,094
	L4.5	\$49,399	\$51,375	\$53,430
NGA Level 5	L5.1	\$50,282	\$52,293	\$54,385
	L5.2	\$51,163	\$53,210	\$55,338
	L5.3	\$52,339	\$54,433	\$56,610
	L5.4	\$53,810	\$55,962	\$58,200
NGA Level 6	L6.1	\$54,809	\$57,001	\$59,281
	L6.2	\$56,161	\$58,407	\$60,743
	L6.3	\$57,809	\$60,121	\$62,526
	L6.4	\$60,631	\$63,056	\$65,578
	L6.5	\$61,748	\$64,218	\$66,787
	L6.6	\$62,983	\$65,502	\$68,122
	L6.7*	\$64,982	\$67,581	\$70,284
Executive Level 1	EL1.1	\$69,982	\$72,781	\$75,692
	EL1.2	\$72,922	\$75,839	\$78,873
	EL1.3	\$75,568	\$78,591	\$81,735
	EL1.4*	\$80,920	\$84,157	\$87,523
	EL1.5*	\$84,978	\$88,377	\$91,912
Executive Level 2	EL2.1	\$80,507	\$83,727	\$87,076
	EL2.2	\$84,978	\$88,377	\$91,912
	EL2.3	\$91,388	\$95,044	\$98,846
	EL2.4	\$94,446	\$98,224	\$102,153
	EL2.5*	\$96,035	\$99,876	\$103,871

**Note:**

Pay points marked \* are only available to employees undertaking public affairs duties. Access to these pay points and to EL2.4 may be available to other employees at the discretion of the Director.



## **APPENDIX 2 - SUPPORTED WAGE SYSTEM**

This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported salary under the terms of this Agreement. In the context of this Appendix, the following definitions will apply:

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot perform work at full salary because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

"Accredited Assessor" means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

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

"Assessment instrument" means the form provided for under the Supported Salary System that records the assessment of the productive capacity of the person to be employed under the Supported Salary System.

### ***Eligibility Criteria:***

Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

These provisions do not apply to:

- a) any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment; and
  
- b) employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

### ***Supported Salary Rates:***

Employees to whom the provisions in this Appendix apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of

work which the person is performing according to the following schedule  
(Provided that the minimum amount payable shall be not less than \$61 per week):

***Supported Salary Rates Percentages:***

<b><i>Assessed Capacity</i></b>	<b><i>% of prescribed salary</i></b>
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

***Assessment of Capacity:***

For the purpose of establishing the percentage of the salary to be paid to an employee, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

***Lodgement of Assessment Instrument:***

All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the salary to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

All assessment instruments shall be agreed and signed by the parties to the assessment.

***Review of Assessment:***

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

**Other Terms and Conditions of Employment:**

Where an assessment has been made, the applicable percentage shall apply to salary only.

Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a *pro rata* basis.

**Workplace Adjustment:**

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

**Trial Period:**

In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed salary for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$50 per week.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

## APPENDIX 3 – ALLOWANCES

### Trades Related Allowances

Description	Rate on Certification	July 2006	July 2007
Electrical Trade Allowance (formerly paid as Licence and Swinging Scaffold Allowances) – payable to qualified electrical staff only.	\$73.00/fn	\$75.92/fn	\$78.96/fn
Epoxy Based (working in close proximity to person/s using epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system).	\$0.54/hr	\$0.56/hr	\$0.58/hr
Epoxy Based (using epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system).	\$0.64/hr	\$0.67/hr	\$0.70/hr
Welding – MIG	\$0.88/hr	\$0.92/hr	\$0.96/hr
Welding – other than AL	\$0.63/hr	\$0.66/hr	\$0.69/hr
Welding – Plasma arc	\$0.88/hr	\$0.92/hr	\$0.96/hr
Welding – TIG	\$0.63/hr	\$0.66/hr	\$0.69/hr