

NGA

National Gallery of Australia

Enterprise Agreement

2011 – 2014



Fred Williams

Beachscape, Erith Island I 1974

National Gallery of Australia, Canberra

Purchased from Gallery admission charges 1983

© estate of Fred Williams. Licensed by Viscopy

Contents

PART A: TITLE OF THIS AGREEMENT	4
PART B: SCOPE OF THE AGREEMENT	4
COVERAGE AND PERSONS BOUND.....	4
COMMENCEMENT AND DURATION	4
PRIMACY TO THE PARTIES	4
DELEGATION	4
INDIVIDUAL FLEXIBILITY ARRANGEMENTS	4
EMPLOYER SUPERANNUATION CONTRIBUTIONS.....	5
COMPREHENSIVE AGREEMENT.....	6
POLICIES AND GUIDELINES	6
DEFINITIONS AND INTERPRETATIONS.....	7
FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES.....	9
PART C: EMPLOYMENT FRAMEWORK	10
FORMS OF EMPLOYMENT	10
PART TIME WORK.....	10
CLASSIFICATION AND STRUCTURE.....	11
SELECTION AND RECRUITMENT	12
LEARNING AND DEVELOPMENT	12
PROBATION	13
PERFORMANCE MANAGEMENT STRATEGY	14
MANAGING UNDERPERFORMANCE.....	15
BEHAVIOUR	16
MISCONDUCT	17
DISCIPLINARY ACTION.....	20
WHISTLEBLOWING	20
REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT	21
REVIEW OF EMPLOYMENT RELATED ACTIONS	21
DISPUTE SETTLEMENT	22
PART D - WORKING TOGETHER	24

CONSULTATION	24
FREEDOM OF ASSOCIATION.....	25
DISCRIMINATION FREE WORKPLACE.....	25
WORK HEALTH AND SAFETY	26
PART E – CONDITIONS OF EMPLOYMENT	27
WORKING FLEXIBLY.....	27
HOURS OF DUTY.....	27
OVERTIME.....	29
SHIFT PENALTY PAYMENTS.....	30
ALLOWANCES	31
TRAVEL	33
LOSS, DAMAGE AND INDEMNITY.....	33
RELOCATION ASSISTANCE	33
PUBLIC HOLIDAYS	33
LEAVE.....	34
EMPLOYEE ASSISTANCE PROGRAM.....	41
HEALTHY EMPLOYEES	42
MATURE AGE EMPLOYEES	42
FINANCIAL PLANNING	42
EXTRA DEPENDANT CARE COSTS.....	42
EYESIGHT TESTING	42
RESIGNATION.....	43
PART F – REDEPLOYMENT, RETIREMENT AND REDUNDANCY	44
REDEPLOYMENT, RETIREMENT AND REDUNDANCY	44
PART G - REMUNERATION ARRANGEMENTS	49
PAY RATES	49
APPENDIX 1 - SALARY RATES.....	52
APPENDIX 2 – ADDITIONAL SALARY RATES.....	53
APPENDIX 3 – ALLOWANCES	54
APPENDIX 4 - PRINCIPLES FOR WORKPLACE DELEGATES.....	55

PART A: TITLE OF THIS AGREEMENT

1. This Agreement shall be known as the National Gallery of Australia Enterprise Agreement 2011 – 2014.

PART B: SCOPE OF THE AGREEMENT

COVERAGE AND PERSONS BOUND

2. This Agreement is made under part 2-4 of the *Fair Work Act 2009* (FW Act) and, in accordance with section 53 of the FW Act covers:
 - (a) the Director of the National Gallery of Australia;
 - (b) all employees of the Gallery who are employed in classifications below the Senior Executive Service Level; and
 - (c) if Fair Work Australia (FWA) notes in its decision to approve the Agreement that it covers the following industrial associations: Community and Public Sector Union; Construction, Forestry, Mining, Energy Union; and the Media, Entertainment and Arts Alliance of Australia.
3. This Agreement does not cover the terms and conditions of employment of:
 - (a) the Director;
 - (b) Senior Executive Service and equivalent level employees; or
 - (c) people working in the Gallery whose salary is paid by another agency.

COMMENCEMENT AND DURATION

4. This Agreement will commence operation on 1 January 2012 or seven days after approval by Fair Work Australia, whichever date is the earlier. The nominal expiry date is 30 June 2014.
5. This Agreement constitutes a closed agreement in the settlement of all matters for its duration. The Gallery and its employees agree that for the life of this Agreement, there will be no further claims, except where consistent with the terms of this Agreement.
6. This Agreement will continue to operate until it is replaced by another Agreement.

PRIMACY TO THE PARTIES

7. If the operation of the Agreement is affected by external factors the parties will meet and confer to determine the best form to give effect to the Agreement.

DELEGATION

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

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9. The Gallery and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with 1 or more of the following matters:
 - i arrangements about when work is performed;

- ii overtime rates;
 - iii penalty rates;
 - iv allowances;
 - v remuneration; and/or
 - vi leave; and
- (b) the arrangement meets the genuine needs of the Gallery and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Gallery and the employee.
10. The Gallery must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
11. The Gallery must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - ii how the arrangement will vary the effect of the terms; and
 - iii how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv states the day on which the arrangement commences, and where applicable, when the arrangement ceases.
12. The Gallery must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
13. The Gallery or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Gallery and employee agree in writing — at any time.
14. Statistics on the use of the Flexibility Agreements will be provided to the GCC on an annual basis, with statistics represented in increments of 1-10.

EMPLOYER SUPERANNUATION CONTRIBUTIONS

15. The Gallery will make compulsory employer contributions as required by the applicable legislation and fund requirements. The Gallery's default superannuation scheme is the PSSap.
16. Where an employee has chosen an accumulation superannuation fund other than the PSSap, the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary

sacrifice arrangements. This does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

17. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation (see also clause 292).
18. The Director may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Gallery payroll system.

COMPREHENSIVE AGREEMENT

19. 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;
Fair Work Act 2009;
Paid Parental Leave Act 2010;
Long Service Leave (Commonwealth Employees) Act 1976;
Maternity Leave (Commonwealth Employees) Act 1973;
Superannuation Act 1976;
Superannuation Act 1990;
Superannuation Act 2005;
Superannuation Productivity Benefit Act 1988;
Safety Rehabilitation and Compensation Act 1988; and
Occupational Health and Safety Act 1991.

POLICIES AND GUIDELINES

20. Any policies, guidelines or procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. Employees should make themselves familiar with the policies, guidelines and procedures which may be varied from time to time, and they will apply in the form they are in as at the time of any relevant action or decision. For assistance and guidance, particular policies, guidelines and procedures are identified in the relevant clause. If there is any inconsistency between the policies, guidelines and procedures and the express terms of this Agreement, the express terms of this Agreement will prevail.
21. The GCC will be consulted about the policies that support this Agreement and changes to the policies that support this Agreement will only be made following consultation with the GCC.
22. Any disputes over the contents or application of new or varied policies and guidelines which support the application of this Agreement will be subject to the Dispute Settlement procedures.

DEFINITIONS AND INTERPRETATIONS

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

NGA Act	The <i>National Gallery Act 1975</i> , as amended from time to time
Agreement	The National Gallery of Australia Enterprise Agreement 2011-2014
APS	Australian Public Service
ATO	Australian Taxation Office
Bandwidth	The span of hours during which employees may work their ordinary hours of duty is 7.00am to 7.00pm, Monday to Friday
Casual	An employee who is employed to work irregular or intermittent hours when requested to do so
Classification	The work level of the duties being performed in line with the Gallery Work Level Standards
Delegate	An employee authorised to be a Delegate of the Director to undertake or approve a specified function
Dependant	In relation to an employee, means: (a) An employee's spouse; (b) An employee's partner; (c) A child, under 16 years of age (including adopted or 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 For Personal Leave purposes, refer to the definition of Family Member / Immediate Family Member
Director	The Director of the Gallery.
Employee	A person employed by the Gallery under and within the meaning of the <i>National Gallery Act 1975</i> and who is covered by this Agreement
Employee Representative	A representative chosen by the employee, which may be a union representative, to represent them on workplace matters
Excess Employee	Excess employee means: (a) 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; or (b) an employee whose 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 (c) 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
FW Act	<i>Fair Work Act 2009</i>
FWA	Office of Fair Work Australia
Family Member	For the purposes of personal leave, "immediate family member" means a person who is: (a) a spouse (including a former spouse); (b) a de facto partner (including same sex partner); (c) in the following relationships either with the employee or the employee's spouse or de facto partner: (i) child; (ii) parent. (iii) grandparent; (iv) grandchild or sibling
Foster child	A fostered child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employees spouse or de facto partner

Gallery	The National Gallery of Australia
GCC	Means the Gallery Consultative Committee which is a committee of representatives of employees covered by this Agreement and Gallery management representatives appointed by the Director
Gazette	APS Jobs
Household Member	A person who normally lives at the employee's residence
HRM	Human Resource Management Department
HSMA	Health and Safety Management Arrangement
HSR	Health and Safety Representative
Manager	Employee with management responsibilities for a function or work area
Merit selection	A staff selection process based on assessing and ranking potential employee's skills, experience and suitability for a position and selecting the best candidate
NES	National Employment Standards
Non-ongoing	In relation to an employee means a person who is recruited to or employed in the Gallery on a specified term or specified task basis
WH&S	Work Health and Safety
Ongoing	In relation to an employee means a person who is recruited to or employed in the Gallery on a permanent basis
Parties	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	An employee who is likely to become an excess employee
Salary	The employee's rate of salary/pay (in accordance with the Salary Rates at Appendix 1), is considered to be salary for all purposes. Where any employee takes up the option of salary packaging on a salary sacrifice basis under the Gallery's Salary Packaging Scheme, the employee's pre-sacrifice salary will be the salary for all purposes
SBE	Screen Based Equipment
Settlement Period	Gallery employees covered by flexible working arrangements may adjust how they work their total ordinary hours over a "4 week settlement period" (i.e. 150 hours), commencing on a Thursday payday and finishing on a Wednesday
Strategic Plan	Current Gallery Strategic Plan and its successors
Supervisor	An employee who has responsibility for overseeing, monitoring, managing or supervising the work of another employee
Union	An organisation of employees within the terms of the <i>Fair Work Act 2009</i>

FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES

EMPLOYER

Full Name of Authorised Person	Signature	Date
Director, National Gallery of Australia		

BARGAINING REPRESENTATIVES

Full Name of Authorised Person	Signature	Date
Community and Public Sector Union		

Full Name of Authorised Person	Signature	Date
Construction, Forestry, Mining, Energy Union		

Full Name of Authorised Person	Signature	Date
Media, Entertainment and Arts Alliance of Australia		

Full Name of Authorised Person	Signature	Date
Bargaining Representative, National Gallery of Australia		

PART C: EMPLOYMENT FRAMEWORK

FORMS OF EMPLOYMENT

23. The Gallery is committed to ongoing employment as the standard form of employment. Where the work to be undertaken is not of an ongoing nature the Gallery will utilise non-ongoing employment i.e. specified term, specified task, or casual employment in accordance with the following arrangements.
24. Arrangements for Specified Term contracts will be for an initial maximum period of 18 months, which may be extended for up to another 18 months to a total of 36 months.
25. Arrangements for Specified Task contracts can be made if the duration of the task can be reasonably estimated at the time of engagement, and if the Director considers that there is a reasonable expectation that the services of the person are unlikely to be required after completion of the task.
26. Engagements and extension for Specified Term and Specified Task contracts will only be undertaken where the Gallery cannot meet its objectives by using the services of an ongoing Gallery employee or where it is operationally more effective to engage non-ongoing employees.
27. The Gallery will engage employees on a casual basis to undertake duties that are irregular or intermittent in nature. Casual employees will be paid an additional loading at the rate of 20% in lieu of paid leave except Long Service Leave and public holidays not worked. The minimum daily engagement for a casual employee is 3 hours.

PART TIME WORK

28. We recognise the value of part-time workers at the Gallery and the needs/preferences of some employees to be able to work part-time. All employees may apply to work part-time, but in most instances it is not an entitlement or a right, and can only occur by formal agreement between the Gallery and the employee. The exception is the instance of an employee returning to work after giving birth, or adopting or fostering a child, in which case the employee has the right to work part-time until the child reaches the age of three or, in the case of adoption/fostering, on the third anniversary of the placement of the child. Following this, additional requests to work part-time will be favourably considered.
29. An employee who is a parent, or has responsibility for the care of a child may request, subject to operational requirements, a change in working arrangements to assist the employee to care for the child if the child:
 - (a) Is under school age; or
 - (b) Is under 18 and has a disabilityand such requests will be favourably considered.
30. 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) Recreation leave credits will be based on calendar days worked in the previous year, and will be expressed in hours and minutes.
 - (b) Leave credits will not accrue in respect of leave without pay 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.

31. 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.
32. 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 with HRM.
33. Part-time work arrangements will be set out in a Part-Time Work Agreement specifying the employee's regular part-time hours to be worked during the settlement period, the duration of the agreement and any specific arrangements that are necessary to facilitate part-time work. Weekly attendance may not be for less than 15 hours, unless this requirement is waived by the Director.
34. Part-time hours included in a part-time work agreement must be within the bandwidth hours specified within this Agreement (7.00am - 7.00pm).
35. A part-time employee may access the Flexible Working Arrangements Scheme under the same arrangements as full-time employees, by arrangement with their supervisor.
36. All variations of hours of work will be taken into account in calculating a part-time employee's next accruing leave entitlements.
37. A supervisor may initiate the introduction of part-time employment in consultation with the employee.
38. 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.
39. A supervisor may require a part-time employee to perform additional duty (i.e. 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.
40. Where part-time employees at the NGA Level 1-6 perform additional duty and they are to be paid overtime, it will be paid in accordance with the rates set out in the Overtime clauses.
41. 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.

CLASSIFICATION AND STRUCTURE

Classification and Structure

42. 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, or by an Individual Flexibility Arrangement, and with the salary advancement provisions of the Gallery's Performance Management Strategy.

Work Level Standards

43. 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; and
 - (c) address the importance of educational / professional requirements in some positions.
44. The Gallery will maintain Work Level Standards in consultation with the GCC.

Broadbanding

45. Positions within the Gallery may be classified across 2 or more classification levels. Such positions are referred to as broadbanded positions.

SELECTION AND RECRUITMENT

Selection and advancement of employees

46. The Gallery will seek to recruit the best possible candidate for positions and is committed to best practice, including equity, fairness, merit and transparency in its approach to recruitment, promotion, transfer and advancement.

Appeals

47. Unsuccessful applicants for promotion to an ongoing position will have the right of appeal to the Director.
48. The only ground for appeal is merit.
49. The appeal must be lodged within 14 days of the selection outcome being notified.
50. These appeal provisions do not apply to positions of Executive Level 1 or Executive Level 2.
51. An appeal against the selection of another person for an ongoing position may be lodged in the following circumstances:
 - (a) the appellant must be an unsuccessful applicant for the position; and
 - (b) the appeal is against the promotion of an ongoing Gallery employee.
52. The Director will establish an 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 and no further review will be undertaken.

LEARNING AND DEVELOPMENT

53. The Gallery is committed to ensuring that its organisational structure and employment policies provide opportunities for the development of its employees.
54. 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.

Study Support Scheme

- 55. The Gallery encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals and which enhance professional development.
- 56. The Gallery's Study Support Scheme encourages employees to undertake formal and informal training and development activities, in line with their Individual Development and Performance Agreements.
- 57. The Gallery may offer studies assistance up to \$1,500 per annum.
- 58. The Director may grant up to 70 hours paid study leave per semester for study activities approved under the Gallery's Study Support Scheme. Study leave with pay counts as service.
- 59. 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 42 hours per semester.
- 60. Where extenuating circumstances exist, the Director may grant additional study leave for tuition purposes. Each case will be considered on its merits.

Membership of Professional Organisations

- 61. The Gallery will reimburse costs for the membership of a professional organisation where that membership is essential to an employee's current job. Reimbursement of the membership of these professional organisations will be determined on a case by case basis by the relevant Program Manager.

PROBATION

- 62. Where the Director appoints a person as an ongoing employee, or on a non-ongoing basis for a period over 12 months, they will be probationary employees until their appointment is confirmed. Confirmation of their period of 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, 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.
- 63. The period of probation will be set at the time of offer of engagement. The minimum, and usual, 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.
- 64. If at the end of the probation period, the Director does not consider that the probationary employee meets the requirements specified, the Director may extend the probation period for up to a further nine months or may terminate the probationary employment.

65. Extensions to the probationary period cannot extend the total period beyond twelve months (except where Australian citizenship is pending).
66. In accordance with good management practice, probationary employees will:
 - (a) be made aware of their status as probationary employees, and what that entails;
 - (b) be made aware of the standards expected of them;
 - (c) have their performance regularly monitored and appropriate feedback given by their supervisor, and, where necessary, counselling provided or other remedial action taken; and
 - (d) have the opportunity to see and comment on reports made about them.
67. Decisions concerning probationary employment will be taken by the Director and will be final.

PERFORMANCE MANAGEMENT STRATEGY

Individual Development and Performance Agreements

68. Individual Development and Performance Agreements (IDPAs) are an essential component of the Gallery's strategies to manage performance, and all employees, (except for those whose employment contract is for a period of less than 6 months), are to prepare an IDPA with their supervisor.
69. IDPAs serve 3 purposes. First, to ensure alignment of individual effort to the Gallery's strategic goals; secondly, to enable employees to undertake appropriate career planning and to consider their training and development requirements; and thirdly, they provide a mechanism for assessing suitability for salary advancement, if eligible.
70. 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 31 August.
71. As the IDPA is a living document, changes to work programs or to the ability to perform work resulting from disruptions to the work environment must be reflected through an updated IDPA.
72. Where a supervisor considers that health and/or personal matters may be contributions to an employee's poor performance, they will, in the first instance, discuss their concerns with the individual.

Salary Advancement

73. 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 performance in the context of the employee's effectiveness in performing their roles and responsibilities as outlined in the IDPA.
74. Where an employee has been assessed by their supervisor as not meeting a satisfactory standard of performance and it can be demonstrated that the Gallery has not met its responsibilities (as agreed) a nominated person from HRM 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.
75. All employees have a common salary advancement date of 1 October. New ongoing and non-ongoing employees commencing duty with the Gallery after 1 October and prior to 31 March will be eligible for salary advancement, subject to satisfactory performance, on 1 October of their first year of employment.

76. New ongoing employees and non-ongoing employees commencing duty between 1 April and 30 September will be eligible for salary advancement on 1 October of their second year of employment.
77. Where it is considered an employee has demonstrated outstanding performance over an annual IDPA cycle they may have salary advancement within a single classification accelerated with approval of the Director. Accelerated advancement through the hard barrier of a broadbanded position is not possible, as the employee must be at the top pay point of the lower classification for a period of twelve months before progressing through the broadband.
78. Irregular (casual) employees are required to work 60% or more of a full time equivalent over the IDPA cycle in order to be eligible for salary advancement. This equates to 157 working days.

MANAGING UNDERPERFORMANCE

79. In recognition that underperformance of duties sometimes occurs, the following procedures will ensure fair, timely and appropriate management of unsatisfactory performance.
80. These underperformance provisions do not apply:
 - (a) during a period of probationary employment;
 - (b) where there is a health related reason for the unsatisfactory performance; or
 - (c) where an essential qualification (e.g. Drivers License) has been lost.
81. While the Gallery's IDPA process provides for a regular and structured assessment of work performance, supervisors should discuss with employees any concerns about underperformance when those concerns arise, and not delay the discussion until the next scheduled IDPA feedback session.
82. Equally, employees should raise with their supervisor any concerns they have about working to the expected standard of performance.
83. If a supervisor makes an assessment that an employee's performance is unsatisfactory, the supervisor will immediately advise the employee and attempt to assist the employee to improve their performance through constructive feedback, coaching, development plans and other methods.
84. If performance continues to be below the satisfactory level, then the following process will apply: (note: this may occur at any point, e.g. at once, at the mid-year review or at the end of year assessment). The Director will:
 - (a) Appoint a joint internal panel (comprising one management representative and a nominated review officer) to meet with the employee and the manager to prepare a performance improvement plan for the employee, and to monitor the plan over two months.
 - (b) Issue a formal warning to the employee advising:
 - i details of the required standards for the employee's duties and how the employee has failed to meet those standards; and
 - ii details of how the employees performance will be assessed; and
 - iii detail the possible consequences if the employee has not met the required standards by the end of the assessment period; these are detailed under [Disciplinary Action](#).
 - (c) Ensure that this process is carried out in confidence.

85. The panel will provide the employee, manager and relevant Program Manager with regular feedback regarding the employee's performance during the assessment period.
86. At the end of the two month period the review panel will forward to the relevant Program Manager an assessment of whether the employee meets the "satisfactory" standard of performance and whether he/she is likely to be able to maintain that standard, together with the employee's comments and any other relevant information.
87. If the Program Manager determines the employee has met the required standard of "satisfactory" at the end of the two month period and is satisfied that he/she will be able to maintain it, no further action will be taken. The employee will then revert to the normal assessment of his/her performance under the IDPA process.
88. If a further review of under-performance is required within 12 months, the process may be recommenced with a one month review period. Where possible, the original review panel will undertake the review, however, if this is not feasible or appropriate, a new panel will be convened. Taking into account previous and current material, the panel will forward a recommendation to the Program Manager for consideration.
89. If the Director, on the advice of the Program Manager, assesses the employee as having failed to meet the "satisfactory" standard at the end of either of these assessment periods, the Director may take disciplinary action as outlined in the Disciplinary Action section.
90. The 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 cost of engaging an interpreter.
91. The employee may seek a review of a decision made about them under these provisions, other than termination of employment, in accordance with the [Review of Employment Related Actions](#)

BEHAVIOUR

Code of Conduct

92. 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 principles that guide our behaviours 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;
 - iii 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

- 93. The principles of procedural fairness will be applied to all misconduct processes. The preferred outcome of misconduct processes is that an employee will improve their conduct and continue to contribute to the ongoing success of the Gallery.
- 94. An employee may seek assistance from a union or staff representative and may seek procedural advice from HRM at any time during the process.
- 95. The 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 cost of engaging an interpreter.
- 96. 'Misconduct' means dereliction of duty or wilful conduct that is unsatisfactory. In deciding whether conduct is misconduct, decision makers will have regard to the Gallery's Code of Conduct. Examples of behaviour which may be viewed as possible misconduct include:
 - (a) conduct which is an impediment to the satisfactory performance of the work of the employee or other employees of the Gallery;
 - (b) failure to comply with a reasonable direction given by a person authorised to do so;
 - (c) bullying behaviour that may be reasonably perceived as harassing, intimidating, overbearing or physically or emotionally threatening, or other unsatisfactory conduct which breaches the Code of Conduct;
 - (d) an action of the employee which is prejudicial to the health or safety of other staff or other persons in the Gallery;

- (e) a conviction, sentence or other order imposed by a court which restricts the activities of an employee in a way that presents an impediment to the employee carrying out their duties;
- (f) any action of the employee that endangers the safety of the National Collection; or
- (g) refusal to sign a Conduct Agreement.

Informal process

97. Where a supervisor has concerns about the conduct of an employee the supervisor will, after discussion with HRM, attempt to deal with the conduct concerns informally. The supervisor will identify and discuss with the employee:
- (a) the specific conduct concerns;
 - (b) the specific corrective action required;
 - (c) referral to appropriate assistance and/or counselling required to address the issue/s; and
 - (d) a reasonable timeframe in which to address the issue/s.
98. The supervisor and employee will discuss reasons for the alleged inappropriate behaviour and, if necessary, the supervisor should seek, in the first instance, to improve the employee's conduct through reasonable guidance, counselling or other appropriate action.
99. The supervisor will review progress towards improving the identified conduct issue/s with the employee regularly during the period of review.
100. If the supervisor is satisfied that the informal process has resolved the conduct concerns they will notify the employee and HRM accordingly.

Formal process

101. Where the attempt at informal resolution or improvement does not achieve the desired outcome, HRM and the supervisor will inform the employee that a formal process will commence. A written Conduct Agreement will be formally set out and will contain the following:
- (a) a statement that clearly defines the problem;
 - (b) the required conduct;
 - (c) the actions to be taken by both the employee and the supervisor to correct the problem;
 - (d) a timeframe in which to address the issue/s;
 - (e) the length of the period for which the employee's conduct will be closely monitored;
 - (f) where relevant, include the employee's commitment to a program of training or counselling and the supervisor's commitment to provide, or release the employee to attend such training or counselling;
 - (g) the dates for regular review meetings, noting that written reports will be made of these meetings and noted by all parties; and
 - (h) include a statement that any deliberate breach of any of the requirements of the Conduct Agreement may lead to a initiation of disciplinary action under the Disciplinary Action provisions of this Agreement.
102. The employee will be given 7 days in which to respond in writing to the Conduct Agreement.

103. Payment of a salary advancement that falls due during this formal process will be delayed until the supervisor is satisfied that the Conduct Agreement conditions have been met.
104. At the end of the review period HRM shall advise the employee in writing that either:
- (a) the issues are resolved and that no further action is required and that any deferred salary advancement is to be paid from the end of the review period; or
 - (b) a further period of review is required, specifying the new review period; or
 - (c) the conduct matters remain unresolved and that the issue will be referred to the Director for consideration of disciplinary action.

Consideration of disciplinary action

105. Where requirements for improvement in the Conduct Agreement above are not met, HRM may recommend to the Director that:
- (a) a further period of review is warranted; or
 - (b) that the conduct constitutes misconduct or serious misconduct and that disciplinary action is warranted.

Serious misconduct

106. 'Serious misconduct' means:
- (a) recurrence or continuation of conduct which has been previously found to be misconduct on the part of the employee; or
 - (b) serious misbehaviour, which may be a single occurrence, of a kind which constitutes:
 - i a serious impediment to the carrying out of an employee's duties, or to other staff carrying out their duties;
 - ii a serious risk to the safety of staff or other persons in the Gallery;
 - iii a serious risk to the Gallery's property;
 - iv a serious dereliction of duties; or
 - v a conviction by a court of an offence which constitutes a serious impediment to the carrying out of the duties.
107. Behaviour that constitutes serious misconduct can take many forms but could include serious and/or persistent harassment or bullying, or a criminal offence such as theft, fraud or assault.
108. Where HRM concludes that there are reasonable grounds for any allegation(s) of serious misconduct against an employee, they will provide a written report to the Director.
109. Where the Director is satisfied that serious misconduct may have occurred, the Director will inform the employee and will clearly outline in writing to the employee the nature of those allegations of serious misconduct. The employee will have 7 days from the receipt of the allegations to submit a written response. Where the Director agrees, this period may be extended for another 7 days.
110. The Director may appoint an Investigation Officer (either internal or external) to investigate the allegations at any point during the allegation review process.
111. After considering the employee's response and any other relevant report or material, the Director will:

- (a) decide that there is no case to answer and inform the employee and their supervisor in writing that the matter is closed and there will be no further action; or
- (b) decide that there is a case of misconduct or serious misconduct and take any of the [disciplinary actions listed](#).

Suspension

- 112. The Gallery may, at any time while the process for managing misconduct is in progress, suspend an employee with pay, or without pay.
- 113. An employee who has been suspended must not attend the Gallery's facilities without prior approval from the Director.

DISCIPLINARY ACTION

- 114. Where disciplinary action is recommended under the managing underperformance, misconduct or serious misconduct provisions of this Agreement, the Director will review the matter and either propose additional steps to be taken to improve the performance or conduct, or implement disciplinary action.
- 115. Where the Director is satisfied that disciplinary action is appropriate, the employee will be advised of the proposed disciplinary action, which may be one or more of the following sanctions:
 - (a) formal counselling of the employee;
 - (b) written warning (including, where appropriate, a final warning);
 - (c) withholding a salary advancement;
 - (d) demotion from a salary advancement point within a classification level;
 - (e) reduction of the employee's classification; and/or
 - (f) termination of employment.
- 116. The employee will have 7 days to respond to the matter in writing. Where the Director agrees, this period may be extended for another 7 days.
- 117. Following consideration of the response, the Director will decide the matter and advise the employee of the decision in writing.
- 118. The employee may seek a [review of decision](#).

WHISTLEBLOWING

- 119. The NGA recognises the value of transparency and accountability in its administrative and management practices and supports the making of genuine disclosures that reveal corrupt conduct, conduct involving a substantial mismanagement of public resources or conduct involving a substantial risk to the health and safety of persons or the environment. The Gallery will take all reasonable steps to protect employees who make such disclosures from any detrimental action or reprisal for the making of the disclosure.
- 120. Gallery employees may report, in the public interest, allegations of unethical behaviour i.e. a breach in the Gallery Code of Conduct. Such disclosures may include for example, reports of:
 - (a) fraud, corruption or other criminal behaviour;
 - (b) waste, misuse or mismanagement of Gallery resources;
 - (c) practices resulting in danger to public health and safety;
 - (d) harassment of staff or Gallery clients;
 - (e) conflict of interest (see Code of Ethics); and

- (f) the use of, or disclosure of, information obtained in the course of a staff member's employment for his/her own benefit or advantage.

Protection for Whistleblowers

121. To ensure that employees who report suspected fraud or misconduct, in accordance with the procedures in the Gallery's Whistleblowing Policy, are not disadvantaged and do not suffer harassment as a result, the Gallery will:
- (a) maintain the confidentiality of the employee making the disclosure, as far as is reasonably practicable;
 - (b) investigate all allegations of harassment;
 - (c) take appropriate follow-up action. For example, where the allegation is proved on the balance of probabilities, or there is a case of misconduct to answer, initiating formal misconduct action;
 - (d) take action to ensure the employee making the report is not disadvantaged, for example: is not denied access to their entitlements, rights or development opportunities;
 - (e) in the event that an employee making a disclosure may experience, or perceive to have experienced, disadvantage as a result of their report, the Gallery will take appropriate action, where practicable, to remedy the situation; and
 - (f) provide any other forms of support or protection that may be appropriate in the circumstances, for example, employee assistance counselling.

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

122. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under Part 3-2 of Chapter 3 and Part 6-4 of the *Fair Work Act 2009*; other Commonwealth laws (including the Constitution); and at common law.
123. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures / review of employment related actions procedures in this Agreement.
124. 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 section 123 of the *Fair Work Act 2009*.

REVIEW OF EMPLOYMENT RELATED ACTIONS

125. An employee may request an internal review of any decision / action that relates to their employment or working arrangements, other than those in relation to [appeals](#), or [termination of, or a decision to terminate, employment](#), within 3 months of the decision being made or the action occurring.
126. In the first instance, efforts should be made to resolve the issue at the lowest level of formality, through the affected employee discussing the matter with their supervisor or with HRM. If the matter cannot be resolved in such discussions, or it is inappropriate to do so, 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 other person(s) involved to assess and agree on the appropriate course of action to be followed to resolve the matter;

- (c) unless the Director decides to make a final decision regarding the matter after those discussions, the Director 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, the Director will 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.
127. 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) parties to the matter have the right to know the case against them;
 - (f) parties to the matter have the opportunity to comment on material which may result in adverse findings to them;
 - (g) there is a right to a fair hearing by an unbiased person;
 - (h) the employee 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; and
 - (i) 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*.
128. Where the employee is not satisfied with the outcome they may request a review. 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.
129. During this process the 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.
130. If this process fails to resolve the issue, the employee may seek remedy under the Dispute Settlement provisions.

DISPUTE SETTLEMENT

131. If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
132. If a resolution to the dispute has not been achieved after these discussions have been held, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

133. If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with dispute settlement clauses, a party to the dispute may refer the matter to Fair Work Australia.
134. Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (c) arbitrate the dispute; and
 - (d) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

135. The Gallery or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them.
136. Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
137. While the parties are trying to resolve the dispute using the procedures in this agreement:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Director to perform other available work at the same workplace, or at another workplace, unless:
 - i the work is not safe; or
 - ii applicable work health and safety legislation would not permit the work to be performed; or
 - iii the work is not appropriate for the employee to perform; or
 - iv there are other reasonable grounds for the employee to refuse to comply with the direction.
138. The parties to the dispute agree to be bound by a decision made by Fair Work Australia on the outcome of the appeal, in accordance with this Agreement.

PART D - WORKING TOGETHER

CONSULTATION

139. Consistent with the freedom of association provisions of the *Fair Work Act 2009*, all Gallery employees are entitled to be represented by a person of their choice, or not to be represented, in discussions associated with workplace issues.
140. The parties agree:
- (a) to discuss workplace issues in a spirit of cooperation and trust and to provide reasonable consultation regarding major change; and
 - (b) to the extent possible and at the earliest possible stage, to ensure that employees, and where they choose, their representatives, which may include union representatives, 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.
141. The processes and forums by which the Gallery will facilitate communication and consultation with 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; and
 - (b) the Gallery will develop consultative mechanisms with employees and, where they choose, their representatives.
142. Employees who perform a role as an employee representative will be provided with appropriate facilities to perform their function. To assist in the representation of employees and to enhance more productive relationships and working relationships within the Gallery, employee representatives will be able to attend training courses on workplace relations including WH&S during work time subject to the operational requirements of the Gallery. The rights of workplace delegates are set out in Appendix 4.
143. Consultation at the Gallery wide level will be through the GCC. The GCC will meet at least quarterly.
144. The role of the GCC is to consult with staff, provide advice to management on a range of workplace issues, and oversee the implementation of this Agreement.
145. The GCC will comprise:
- (a) a staff representative for each identified work group (WG), nominated or elected by the members of the WG, or their deputies;
 - (b) a representative of each relevant union; and
 - (c) management representatives nominated by the Director, or their deputies, equivalent in number to the WG representatives.
146. For more information on the GCC, employees should consult the GCC Charter.

Major Change Consultation Process

147. This clause applies where a decision is made to introduce major changes into the Gallery that are likely to have significant effects on employees, (see also clause 140 (a)) other than where provision is already made elsewhere in this Agreement regarding a specific major change.
148. Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees or their representatives, the Director must notify the employees who are likely to be affected by the proposed changes.

149. Significant effects include:
- (a) major changes in the composition, operation or size of the Galley's workforce or in the skills required;
 - (b) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (c) significant alteration in hours of work;
 - (d) the need to retrain employees;
 - (e) the need to relocate employees to another workplace;
 - (f) the major restructuring of jobs; and
 - (g) termination of employment.
150. The Director must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 147, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
151. The discussions must commence as early as is reasonably practicable after a decision has been made to make the changes referred to in clause 147.
152. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Director is not required to disclose confidential or commercially sensitive information to the employees.

FREEDOM OF ASSOCIATION

153. The Gallery recognises that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union.

DISCRIMINATION FREE WORKPLACE

154. The Gallery agrees to:
- (a) respect and value the diversity of the workforce, and comply with section 351 of the *Fair Work Act 2009*, which prohibits adverse action against a person who is an employee, or prospective employee, of the Gallery because of the person's race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, or social origin;
 - (b) respect the rights of employees to freedom of association, in accordance with section 346 of the *Fair Work Act 2009*, section 3 (j) of which provides that 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.

155. The Gallery and its employees will continue to promote and support an environment where all employees have a personal commitment to and respect for the positive impact that comes from valuing diversity. The Gallery is committed to ensuring that it makes optimal use of the diverse backgrounds, talents and perspectives of all its employees. For more information on workplace diversity employees should consult the Gallery's Workplace Diversity Plan.

WORK HEALTH AND SAFETY

156. The Galley will continue to support a safe and healthy workplace environment for all employees. The Gallery and employees will fulfil their legislative responsibilities. Work Health and Safety will be facilitated through the provisions of the Gallery's Health and Safety Management Arrangement (HSMA), the Health and Safety Committee and Work Health and Safety Policies and Procedures and other risk management strategies. Disputes relating to Work Health and Safety shall be resolved using the Disputes Resolution process outlined in the HSMA.

PART E – CONDITIONS OF EMPLOYMENT

WORKING FLEXIBLY

157. 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.
158. This Agreement maintains the degree of flexibility and choice available to employees and supervisors concerning working arrangements and patterns.

HOURS OF DUTY

Standard Working Hours

159. Standard hours of work in the Gallery will 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.
160. 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 will 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.

Working patterns

161. An employee’s pattern of work is a matter for agreement between the supervisor and the employee. However, an employee will:
- (a) make themselves 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

162. 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).
163. 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.
164. 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

165. Gallery employees covered by flexible working arrangements may adjust how they work their total ordinary hours over a “4 week settlement period” (i.e. 150 hours), commencing on a Thursday payday and finishing on a Wednesday.

166. Unless there are exceptional circumstances, 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.
167. 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, addressing the following issues:
- (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, 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.
168. 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. Generally the maximum accessible flex in any given settlement period will be 3 days subject to operational requirements.
169. 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 eliminate their debits.
170. Up to 25 hours of flex credits will be paid out to employees when they separate from the Gallery and cease to be an employee. The payment will be calculated using the employee's final rate of salary.

Recording Attendance

171. Employees employed in classifications at NGA Levels 1-6 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.
172. Employees employed in classifications above NGA Level 6 are required to keep accurate and complete attendance records either via the Executive Level attendance sheet or their personal diary.
173. 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; or
 - (c) a manager can establish that an employee is misusing the arrangements.

Fixed daily hours

174. Where, for operational reasons, 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, if they request, their representatives.
175. 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.

Executive Level Employees

176. Employees employed at an Executive Level classification are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed in advance with their Manager and reflected on an attendance record or diary.
177. The arrangements in relation to flexible hours will be designed and agreed by the manager and Executive Level employee taking account of the need to balance the achievement of organisational outcomes and individuals' personal commitments.
178. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods, the manager and employee are required to agree on arrangements for reasonable time off to recognise the additional effort. Reasonable time off for Executive Level employees is not on an hour for hour basis. These arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.
179. More information regarding Executive Level time off in lieu can be found in the Attendance Guidelines.

OVERTIME

180. Flextime will generally be used to meet operational requirements between the hours of 7.00am to 7.00pm Monday to Friday.
181. 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.
182. Where operational requirements necessitate, a manager may direct an employee to work overtime. If the employee has reasonable concerns that the direction to work overtime places them in an unreasonable situation due to their family responsibilities, personal circumstances and/or their health and safety, they may decline.
183. 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, that is generally outside the bandwidth hours (usually 7.00am to 7.00pm), or in excess of ten hours on any one day.
184. 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.
185. Employees called for 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.

186. 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.
187. Where an employee who has a flex debit is directed to work overtime, they should eliminate their flex debit (at the overtime rate) before overtime is payable.
188. 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.
189. Managers/employees shall not place at risk the health and safety of themselves or any other person by working or directing others to work excessive amounts of overtime.

Time off in Lieu of overtime

190. 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 longer than 3 months, payment of TOIL will be made.

SHIFT PENALTY PAYMENTS

191. Employees, including non-ongoing employees, who are required to perform rostered work over a 7 day 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. During the life of this Agreement the shift roster arrangements, including penalty payments, which apply to employees working rostered shifts, will be reviewed.
192. Shift penalty payment rates are as follows:
 - (a) 15% additional to the ordinary rate of pay for rostered shifts commencing prior to 0630hrs or finishing after 1800hrs Monday to Friday;
 - (b) 50% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Saturday;
 - (c) 100% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Sunday;
 - (d) 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
 - (e) a shift worker on a 7 day rotating shift roster who is rostered off duty on a public holiday may 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. Or, if the employee chooses, they may 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.
193. For shiftworkers, duty will be considered overtime where it is performed on any day which is outside the normal rostered standard hours and/or is in excess of the weekly standard hours or an average of the weekly standard hours over a cycle of shifts.

194. 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).
195. 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.
196. Security Control Room employees are required to work an eight hour shift, with 30 minutes of this shift calculated at overtime rates. Overtime is only paid for shifts actually worked.

ALLOWANCES

Higher Duties Allowance

197. 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 continuous weeks. Employees in Security, the Gallery Shop or Front of House, required to undertake the duties of a higher position because there is no senior employee on duty will be paid higher duties allowance for the whole period of acting, i.e. there is no requirement for a minimum period of 2 weeks.
198. The amount of the higher duties allowance will be the difference between the employee's substantive salary and the base 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.
199. Employees undertaking higher duties at a partial performance level will have their performance assessed at 3 monthly intervals to determine the continuing suitability of the arrangement.
200. Where employees are required to temporarily perform work in positions above the EL2 level for more than 2 weeks, they will be remunerated at a rate determined by the Director for the period of temporary higher performance.

First Aid / Health and Safety Representative Allowance

201. 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 \$22.14 per fortnight. This allowance will increase by 2.5% on the first full pay following 1 October 2012, and 2.5% on the first full pay following 1 October 2013.
202. Where an employee covers both roles only one allowance will be paid. Where an HSR is absent for a period of 4 weeks or more, the allowance may be paid to a deputy.
203. Where an employee is on leave for a period of 4 weeks or more they will not receive payment for these allowances for the period of the leave.

Motor Vehicle Allowance

204. Where travel is required for official purposes, employees are encouraged to use Gallery pool vehicles or public transport. However, where the Director considers that it will result in greater efficiency or involve less expense, the Director 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 driver's licence.

205. Where so authorised, an employee will be entitled to a motor vehicle allowance as per current Australian Taxation Office rates for vehicles of any engine capacity. Consideration will be given to vary this amount in exceptional circumstances.

Laundry Allowance

206. Staff who are required to wear a Gallery uniform or corporate wardrobe as part of their normal duties will be paid an allowance of \$12.00 per fortnight for employees wearing a 'casual' uniform and \$20.00 per fortnight for employees wearing a 'corporate' uniform (that is, one that requires dry cleaning).
207. Casual staff wearing a uniform will be paid a daily allowance of \$1.20 for a 'casual' uniform and \$2.00 for a 'corporate' uniform, to a maximum of the fortnightly allowance.
208. Where an employee is on leave for a period of 4 weeks or more they will not receive payment for this allowance for the period of the leave.

Footwear Reimbursement

209. Employees who are required to wear a uniform, and spend more than 75% of their time standing, will be reimbursed up to \$275 per annum to purchase shoes as part of their uniform.
210. When purchasing shoes as part of a uniform, employees will have regard to any internal guidelines issued by the Gallery.

Trade Related Allowances

211. Refer Appendix 3 for details of allowances payable to trades and related staff.
212. Where an employee is on leave for a period of 4 weeks or more they will not receive payment for these allowances for the period of the leave.

Restriction Allowance

213. 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.
214. Payment of restriction allowance is subject to the following conditions:
- (a) employees above the 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.
215. 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 at a rate of 10% of the employee's hourly salary for each hour restricted.
216. 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.
217. The allowance under this clause will be payable for the number of hours that the employee is restricted outside the employee's ordinary hours of duty.

218. 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 for periods of more than 3 hours.
219. **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.
220. **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.

TRAVEL

221. Current arrangements for meeting the expenses of employees who are required to travel on official duty are detailed in the Gallery's Travel Policy. It is the Gallery's intention, in consultation with the GCC, to review these arrangements.
222. 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 and meals and incidentals met. The maximum reasonable costs will be those identified and published by the Australian Taxation Office. Any additional accommodation, meals and incidentals costs will require the prior approval of the Director.
223. 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. This rate is determined by the Australian Taxation Office.
224. Employees are entitled to economy class where required to travel on official business within Australia. Employees travelling overseas on official business are entitled to premium economy and shall be entitled to a rest day on arrival and return. Any additional requirements relating to overseas class upgrades or other special consideration resulting in additional costs will require prior approval of the Director.

LOSS, DAMAGE AND INDEMNITY

225. 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.

RELOCATION ASSISTANCE

226. The Gallery may meet the reasonable costs for transport, removal and temporary accommodation for employees who relocate from a different geographical location on appointment to the Gallery. More information can be found in the Recruitment and Selection Guidelines.

PUBLIC HOLIDAYS

227. Employees will be entitled to the following public holidays:
- New Year's Day (1 January);
 - Australia Day (26 January);
 - Good Friday;

Easter Monday;

Anzac Day (25 April);

The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);

Christmas Day (25 December);

Boxing Day (26 December);

Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

228. If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
229. The Director and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, e.g. for a religious day of significance or for cultural purposes, having regard to operational requirements.
230. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
231. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
232. Non-public contact areas of the Gallery will close down during the period between Christmas and New Year and will re-open on the first working day after 1 January each year. Gallery employees will not be required to use recreation leave or flextime for the working days during this period.
233. As the Gallery is closed on Christmas Day, only Security Control Room staff are rostered or required to work.
234. Should operational requirements necessitate employees working on the days between Christmas and New Year's Day, a substitute period of time off will be granted.

LEAVE

235. The Gallery's leave entitlements will be fair, based on mutual trust, and provide all employees with adequate rest and support.
236. Where leave is refused the supervisor will, on request, advise the employee in writing of the reason for the decision as soon as reasonably practicable.
237. For all absences of less than one day, employees are expected to have the absence recorded as flextime, or for employee who do not have access to flextime 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.
238. Employees and supervisors are jointly responsible for ensuring that all leave is recorded appropriately either via Employee Self Service (ESS) or paper application form. As a guide, planned leave needs to be applied for and approved before leave

is taken, and unplanned leave needs to be applied for and approved as soon as reasonably practicable after leave is taken.

239. Where an employee is absent from duty in excess of 1 working day, without approval, all pay and other benefits provided under this Agreement may cease to be available until the employee resumes duty or is granted leave.

Recreation Leave

240. 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 regular leave and that leave planning is an integral part of work planning.
241. The basic recreation leave entitlement will be the equivalent of 4 working weeks of paid leave for each year of service with the Gallery or, in the case of shift workers, the equivalent of 5 working weeks of paid leave for each year of service with the Gallery.
242. Recreation leave credits will be accrued on a daily basis.
243. Whilst on recreation leave shift workers will be entitled to a payment of 50 per cent of Saturday and Sunday penalties, except where one of those days is a public holiday.
244. Where a public holiday occurs in a period of recreation leave, the public holiday will not be deducted from the employee's Recreation Leave credits.
245. Deductions of recreation leave will be made on an hour for hour basis.
246. 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

247. Where leave without pay not to count as service has been granted in an accrual year, recreation leave credits will be adjusted 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.
248. Recreation leave is also able to be used where an employee:
- (a) has a long term illness (with supporting medical certificate); and
 - (b) has exhausted all personal leave; and
 - (c) has applied for recreation leave.

249. If an employee is sick while on recreation leave and obtains a medical certificate, those full days covered by the medical certificate will be re-credited to the employee's recreation leave credits.
250. An employee with an accrued credit of 40 days or less may take some or all of their recreation leave at half pay. A minimum of 5 full recreation leave days (e.g. 10 days recreation leave at half pay) must be taken at any one time.

Payment in Lieu of Recreation Leave on Separation

251. Payment in lieu of recreation leave is available to employees when they separate from the Gallery and cease to be an employee. Unused and uncredited recreation leave credits will be paid in lieu. The leave is to be accrued on a pro-rata basis for each calendar day of continuous service. 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 recreation leave.
252. Payment of recreation leave monies on the death of an employee will be calculated in accordance with the method outlined above.
253. 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.

Recreation Leave Cash out

254. There is no limit on the amount of recreation leave that an employee may cash out provided that the employee's remaining accrued entitlement to recreation leave is not less than 20 days. Each cashing out of a particular amount of recreation leave must be by a separate agreement in writing with the Gallery.
255. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out. The Gallery will not approve requests to cash out leave in accordance with this clause unless the employee has taken 15 days recreation leave in the 12 months immediately preceding the request to cash out leave.

Excess Recreation Leave

256. Both employees and managers need to take into consideration work health and safety issues and the impact on productivity and morale resulting from employees working without a reasonable break each year.
257. Any recreation leave credits in excess of 8 weeks are called "excess recreation leave credits". The Gallery may direct that the employee take up to 25% of this excess accrued leave. The minimum notice required for such a direction to the employee is four weeks.
258. An employee with excess credits will not be directed to take their leave if their manager has not appropriately accommodated the employee's request for recreation leave in the previous 12 months. An employee's request to take recreation leave that has accrued must not be unreasonably refused.

Recall to Duty

259. 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

260. Ongoing employees, on appointment, and non-ongoing employees on contract for 12 months or more, will be credited on commencement with 18 days personal leave and will accrue an annual entitlement of 18 days personal leave credits at full pay each year on anniversary of commencement (leave without pay, unauthorised absences, or prior service may affect this date) without limit throughout the employee's period of employment with the Gallery.
261. Employees engaged for a period of less than 12 months will accrue an amount of 1.5 days paid personal leave for each completed month of continuous service. After 12 months of continuous service, the provisions for ongoing employees will apply.
262. Employees who alternate between non-ongoing and casual contracts receive their personal leave accruals after working the equivalent full time hours as specified above (not at the anniversary of commencement).
263. 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 and will defer the accrual date.
264. Medical certificates may be accepted from health service providers, other than registered medical practitioners, who are accepted by Health Funds or by the Gallery's workers compensation Regulatory Authority. The Gallery may seek advice from a competent authority on the validity of a medical certificate as evidence of an employee's illness.
265. The Director may approve the anticipation of the next accruing personal leave credit where an employee has exhausted all available paid personal leave.
266. Employees must advise their manager as soon as is reasonably practicable of their absence or their intention to be absent. This will be in advance of the absence whenever possible.
267. Personal leave may be granted by the manager in the following circumstances:
 - (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i a personal illness, or personal injury, affecting the member; or
 - ii an unexpected emergency affecting the member.
268. No more than three continuous days can be taken without providing documentary evidence. With advance notice, 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 absences are consistent with the purposes specified above. No more than 10 days may be taken each year without providing supporting documentation unless the supervisor waives this requirement.
269. An employee who is retired 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 personal leave, or equivalent leave types, in credit at the time of retirement.
270. Personal leave will not be debited where an employee is medically unfit on a public holiday, which they would otherwise have observed.
271. An employee is unable to access paid personal leave while on paid maternity leave.

272. Employees with certain Defence Force Service prescribed by the *Veterans' Entitlements Act 1986* are eligible for additional sick leave. Eligible employees may accrue two separate credits, special credit of 9 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 9 weeks.
273. Unused personal leave will not be paid out on separation.

Long Service Leave

274. The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
275. Long service leave may be granted for a minimum period of 7 calendar days.
276. If an employee is sick while on long service leave and obtains a medical certificate, those full days covered by the medical certificate will be re-credited to the employee's long service leave credits.
277. The long service leave accrual date will be deferred when more than 30 calendar days leave without pay is taken in a calendar year.

Compassionate Leave

278. If a person who is a member of the employee's immediate family or household dies, or has a personal illness or injury that poses a serious threat to his or her life, paid leave of 2 days on each occasion may be granted to the employee on application. Employees will, if possible, provide medical evidence or other supporting evidence for compassionate leave. Casual employees may also access compassionate leave but in this case the leave will be unpaid.

Maternity Leave

279. Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (MLA).
280. 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 MLA and an additional 2 weeks) at full pay; or
 - (b) take the above mentioned 14 week payment over 28 weeks. The employer superannuation component will continue to be paid for the duration of this period of maternity leave.
281. The additional leave beyond the mandatory 12 weeks provided in the legislation and the additional 2 weeks will not count as service for any purpose.
282. Where it seen as essential to do so and funding is available, replacement staff will be engaged and/or temporary transfer offered to another staff member to perform the duties of the employee proceeding on maternity leave
283. Refer to the Part Time clauses for details regarding access to part-time work following maternity leave.

Paternity Leave

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

Adoption/Long Term Fostering Leave

285. Eligible employees may apply for adoption/long term fostering leave to eligible employees from the date they assume responsibility as the primary carer of a child.
286. Adoption/long term fostering leave is available to employees with 12 or more months continuous service, subject to the following provisions:
- (a) the child is under 16 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 6 months; and
 - (c) the employee must provide adequate notice and documentary evidence of the pending adoption from an appropriate organisation.
287. This leave may be granted to an employee for a child under the age of 16 years and an employee may elect to either:
- (a) take their entitlement for their 14 week period of absence at full pay; or
 - (b) take the above mentioned 14 week payment over 28 weeks.

Parental Leave

288. In addition to the entitlements set out in this Agreement, eligible employees have entitlements to paid or unpaid leave in accordance with the relevant provisions of the *Fair Work Act 2009* and the *Paid Parental Leave Act 2010*.
289. Eligible employees who are the primary caregiver are entitled to unpaid parental leave of up to 52 weeks (12 months) in accordance with the National Employment Standards (NES).
290. Upon request from the employee, the Gallery will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.
291. An employee on parental or maternity leave will not be unattached from their position, and on ending parental or maternity leave, an employee is entitled to return to:
- (a) the employee's pre-parental/maternity leave duties; or
 - (b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave.
292. Subject to relevant superannuation legislation, the Gallery will continue to pay the employer superannuation component during periods of unpaid maternity and parental leave to all complying superannuation funds.

Compensation/Accident Leave

293. Compensation leave is covered by the *Safety Rehabilitation and Compensation Act 1988*, and is determined by the Regulatory Authority.

Portability of Accrued Leave

294. Employees recruited to the Gallery directly from an APS agency or from the ACT Government Service will have their accrued personal leave credits in their previous APS agency or ACT Government Service transferred, however defined. Recreation leave credits may be transferred by negotiation.
295. 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) personal 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.
296. The entitlement to these accrued credits of leave, and any future entitlements to recreation leave and personal leave, will be those prevailing in the Gallery.

Defence Leave

297. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
298. An employee is entitled to ADF Reserve leave with pay, for up to 4 weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- (a) During the employee's first year of ADF Reserve service, a further 2 weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (b) With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years, to enable the employee to undertake training as a member of the ADF Reserves.
 - (c) Employees are not required to pay their tax free ADF Reserve salary to the Gallery in any circumstances.
299. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
300. Eligible employees may also apply for recreation leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
301. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Community Service Leave

302. Employees will be entitled to be absent from work to perform eligible community service activities, including jury service and voluntary emergency management activities, in accordance with Division 8 of Part 2-2 of the FW Act. For employees other than those employed on a casual basis, jury service will be paid leave.
303. Leave approved for other community service activities including emergency services duties, will encompass leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties, and may be paid or unpaid, at the discretion of the Director, in accordance with the following clause.

Other Leave

304. 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

Participation at FWA hearings for matters pertaining to the Gallery

Attendance at Blood Bank

To meet obligations relating to the adoption or fostering of children

To attend to personal obligations resulting from the death of a member of the employee's immediate family, or a member of the employee's household or a close friend

Other emergency reasons considered appropriate

Any other approved purpose

Without pay

Employment in the interests of the Gallery or the APS

Accompanying a spouse on a Commonwealth Government posting

Other personal development training

Ceremonial Leave

Any other approved purpose.

- 305. Separate to the above one paid day each calendar year will be provided to employees who are required to move house.
- 306. 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.
- 307. Generally, staff undertaking leave without pay for a period of 12 months or more will be unattached from their position.

Purchased Leave (employee funded leave)

- 308. The Purchased Leave Scheme enables employees to access up to 4 weeks additional leave per year with salary deductions averaged over the whole year to ensure that a standard pay rate is received each fortnight. Leave must be used within 12 months of purchase or the balance of the leave will be repaid to the employee.
- 309. All ongoing and non-ongoing employees are eligible to apply for purchased leave. Granting of purchased leave is subject to operational requirements.
- 310. If an employee is sick while on Purchased Leave and obtains a medical certificate, those full days covered by the medical certificate will be re-credited to the employee's Purchased Leave credits.

EMPLOYEE ASSISTANCE PROGRAM

- 311. The Gallery will provide employees and their immediate families with reasonable access to a confidential, professional counselling service at no cost to the individual to help them resolve either personal or work-related problems.

HEALTHY EMPLOYEES

312. To encourage healthy team activities, sporting teams representing the Gallery, will be provided with up to \$500 towards registration, outfits, kits etc. The team should comprise predominantly Gallery employees.
313. This initiative is in addition to health improvement activities and programs provided for in the Gallery's Well Being Policy.

MATURE AGE EMPLOYEES

314. The Gallery values the skills, experience, expertise and knowledge of its mature aged workers. In keeping with the provisions of this Agreement relating to the balance between work and home life, measures to assist the transition to retirement can be explored by mature aged workers and their managers, including the following:
 - (a) part time work;
 - (b) flexible working hours;
 - (c) purchased leave; and/or
 - (d) job sharing.

FINANCIAL PLANNING

315. All ongoing and non-ongoing employees, employed for periods of over 12 months and who are 50 years of age or over are entitled to a one-off reimbursement of retirement planning advice, up to a total of \$400.

EXTRA DEPENDANT CARE COSTS

316. Where an employee is required by the Gallery to be away from home outside normal working hours, the Director will reimburse reasonable costs in relation to additional family care arrangements, in cases of exceptional circumstances e.g. required to travel with 24 hours or less notification.

EYESIGHT TESTING

317. 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 (e.g. microscopy).
318. 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.
319. For other tasks which require particular visual acuity (other than screen-based work) the range of tests, testing procedures will be set as recommended by the Health and Safety Committee.
320. 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). 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 (e.g. microscopy).
321. Reasonable costs are 80% of the receipted costs (original receipts only) to a maximum of \$200 for single vision spectacles and \$260 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.

322. For more information refer to the Gallery's Eye Health Policy.

RESIGNATION

323. Where an employee wishes to resign from their employment at the Gallery, they are required to give 4 week's notice of their intention to resign unless otherwise agreed. This notice period will enable the employee to complete outstanding tasks and / or hand over work to other employees, and will allow the Gallery to commence action to fill the position and to process the employee's final entitlements.

PART F – REDEPLOYMENT, RETIREMENT AND REDUNDANCY

REDEPLOYMENT, RETIREMENT AND REDUNDANCY

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

Consultation Process

326. When the Director is aware that an employee is likely to become excess, the Director will, at the earliest practicable time, advise the situation in writing to the employee(s) and where they choose, their representative.
327. 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 and retraining opportunities for the employee at or below their permanent classification level; and
 - (b) whether voluntary retrenchment might be appropriate.
328. Where 15 or more employees are likely to become excess the Director will comply with the notification provisions contained in sections 530 and 531 of the *Fair Work Act 2009*.
329. 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.
330. 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; and
 - (c) whichever is the lesser, and may immediately advise those employees in writing that they are excess.
331. 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.
332. 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

333. Where the Director invites an excess employee to accept voluntary retrenchment, subject to the below clause being met, the employee will have 1 month in which to accept the offer.
334. Within the first 2 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 ATO).
335. 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.
336. In addition, financial assistance will be provided (up to a maximum of \$400) for financial advice.
337. Only one offer of voluntary retrenchment will be made to an excess employee.

Period of Notice

338. 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).
339. 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 *Fair Work Act 2009* for the unexpired portion of the notice period.

Severance Benefit

340. An employee retrenched in accordance with the above clauses is entitled to be paid a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service subject to any minimum amount the employee is entitled to under the National Employment Standards.
341. The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks salary.
342. 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.
343. 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.
344. 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*.
- 345. 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.
- 346. 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

- 347. 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 recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention Periods and Retraining

- 348. 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.
- 349. 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.
- 350. The retention period will be extended by any periods of certified sick leave taken during the retention period.
- 351. During the retention period the Director will continue to take reasonable steps to find alternative employment for the excess employee, which may include retraining.
- 352. 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.

353. The Director may approve an excess employee's request for assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
354. 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.
355. 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.
356. 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.
357. Upon termination the employee will be paid a lump sum comprising:
 - (a) the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - (b) an additional redundancy payment equal to the amount the retention period was shortened by the NES component.

Involuntary Retirement

358. Subject to the clauses immediately below, the Director may involuntarily retire an excess employee at the end of the retention period.
359. 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.
360. 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.
361. The specified periods of notice will as far as practical be concurrent with the retention period.

Accelerated separation arrangements for redundancy purposes

362. 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, as soon as reasonably practicable, advise the employee, and where they choose their representative which may include the union.
363. 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.
364. 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.

365. Employees who may be considering accelerated separation arrangements for redundancy purposes are encouraged to seek financial advice prior to making their decision.
366. 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

367. Employees will be paid fortnightly, in arrears, 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 – Non-ongoing Irregular or Intermittent (Casual) Employees

368. Irregular or intermittent (casual) employees are paid for actual hours worked and shall be paid a 20% loading in lieu of all paid leave entitlements except Long Service Leave, which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

Method of Payment

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

Salary increase

370. 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.
371. The initial across-the-board increase as detailed in Appendix 1 is payable with effect from the first full pay fortnight after 1 January 2012 or on the commencement of the Agreement, whichever is the earlier, with 0.5% of this payment conditional upon an employee having an Individual Development and Performance Agreement (IDPA) in place for the performance management cycle from 1 September 2011 to 31 August 2012.
372. Salary rates will be increased as detailed in Appendix 1 with effect from the first full pay fortnight on or after 1 October 2012 with 0.5% of this payment conditional upon an employee having an IDPA in place for the performance management cycle from 1 September 2012 to 31 August 2013; and
373. Salary rates will be increased by as detailed in Appendix 1 with effect from the first full pay fortnight on or after 1 October 2013 with 0.5% of this payment conditional upon an employee having an IDPA in place for the performance management cycle from 1 September 2013 to 31 August 2014; and
374. If an employee does not have Stage 1 of their IDPA in place prior to 15 September of the above stated years, both the employee and their manager will not receive the conditional component of the salary increase for that particular year.
375. In the event that it appears that a specified pre-condition has not been achieved through no fault of an employee or a manager or through circumstances outside of the direct control of an employee or a manager, or of the Gallery, HRM will investigate and make recommendations to the Director. Subject to any such investigation, the Director may approve payment of a pre-conditional component.
376. Non-ongoing employees who, by the nature of their short term employment, are not required to have an IDPA, will automatically receive the conditional element of the pay increase.

Salary Packaging

377. Access to the Gallery Salary Packaging Scheme is available to all ongoing and non-ongoing employees whose current period of engagement is over 12 months.
378. All costs, including any fringe benefits tax and administrative costs incurred as a result of the remuneration packaging arrangement will be met by the employee.

Salary on commencement or promotion

379. 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.
380. 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.
381. 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.

Apprentice Rates

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

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

Supported Wage System

383. An employee who is affected by a disability may be eligible for a supported wage. Details can be found in the Supported Wage Guidelines.

Salary on Reduction

384. 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.
385. Where an employee is involuntarily transferred, the Director may grant the payment of income maintenance for a period of up to 6 months to assist the employee during the transitional period.

Payment on death

386. 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. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
387. 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

388. 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 to the Supported Wage Guidelines for more information.

APPENDIX 1 - SALARY RATES

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Pay Point	Salary increase with effect from the first full pay fortnight after 1 January 2012 or on the commencement of the Agreement, whichever is the earlier	Salary increase with effect from the first full pay period on or after 1 October 2012	Salary increase with effect from the first full pay period on or after 1 October 2013
NGA Level 1	L1.1	\$41,548	\$42,379	\$43,227
	L1.2	\$42,606	\$43,458	\$44,327
	L1.3	\$45,743	\$46,658	\$47,591
NGA Level 2	L2.1	\$46,691	\$47,625	\$48,577
	L2.2	\$47,728*		
	L2.3	\$48,916	\$49,894	\$50,892
	L2.4	\$51,881	\$52,919	\$53,977
NGA Level 3	L3.1	\$52,888	\$53,946	\$55,025
	L3.2	\$54,224	\$55,309	\$56,415
	L3.3	\$57,524	\$58,674	\$59,848
NGA Level 4	L4.1	\$59,309	\$60,496	\$61,706
	L4.2	\$60,793	\$62,009	\$63,249
	L4.3	\$64,471	\$65,760	\$67,075
NGA Level 5	L5.1	\$65,457	\$66,766	\$68,101
	L5.2	\$66,705	\$68,039	\$69,399
	L5.3	\$70,227	\$71,632	\$73,064
NGA Level 6	L6.1	\$72,612	\$74,064	\$75,546
	L6.2	\$76,158*		
	L6.3	\$77,561	\$79,112	\$80,694
	L6.4	\$81,349	\$82,976	\$84,635
	L6.5	\$83,931	\$85,610	\$87,322
Executive Level 1	EL1.1	\$91,597	\$93,429	\$95,298
	EL1.2	\$94,920	\$96,819	\$98,755
	EL1.3	\$104,519	\$106,609	\$108,741
Executive Level 2	EL2.1	\$106,738	\$108,873	\$111,051
	EL2.2	\$114,792	\$117,088	\$119,429
	EL2.3	\$121,989	\$124,429	\$126,917

*These pay points will be deleted. Employees on these pay points will transition to the next highest pay point effective 1 October 2012.

APPENDIX 2 – ADDITIONAL SALARY RATES

The following additional Executive Level pay points may be available at the discretion of the Director.

Column 1	Column 2	Column 3	Column 4	Column 5
Classification	Pay Point	Salary increase with effect from the first full pay fortnight after 1 January 2012 or on the commencement of the Agreement, whichever is the earlier	Salary increase with effect from the first full pay period on or after 1 October 2012	Salary increase with effect from the first full pay period on or after 1 October 2013
Executive Level 1	EL1.4	\$109,758	\$111,953	\$114,193
Executive Level 2	EL2.4	\$124,041	\$126,522	\$129,052

APPENDIX 3 – ALLOWANCES

Trades Related Allowances

Description	Rate on Commencement	October 2012	October 2013
Electrical Trade Allowance (formerly paid as Licence and Swinging Scaffold Allowances) – payable to qualified electrical staff only.	\$93.05/fn	\$95.38/fn	\$97.76/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).	\$0.69/hr	\$0.71/hr	\$0.73/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).	\$0.82/hr	\$0.84/hr	\$0.86/hr
Welding – MIG	\$1.12/hr	\$1.15/hr	\$1.18/hr
Welding – other than AL	\$0.81/hr	\$0.83/hr	\$0.85/hr
Welding – Plasma arc	\$1.12/hr	\$1.15/hr	\$1.18/hr
Welding – TIG	\$0.81/hr	\$0.83/hr	\$0.85/hr

APPENDIX 4 - PRINCIPLES FOR WORKPLACE DELEGATES

The role of union workplace delegates and other elected union representatives is to be respected and facilitated. Both the Gallery and union workplace delegates must deal with each other in good faith. In discharging their representative roles at the workplace level, the rights of union workplace delegates include:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as included in the FW Act
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to opt out;
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to Gallery facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include:

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

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the Gallery and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include Commonwealth Public Sector employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.