

National Library of Australia Enterprise Agreement 2024-2027



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The National Library of Australia
(AG2024/798)

NATIONAL LIBRARY OF AUSTRALIA ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 9 APRIL 2024

Application for approval of the National Library of Australia Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *National Library of Australia Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the National Library of Australia. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

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Formal acceptance of this agreement

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

M-L. Ayres

Dr Marie-Louise Ayres

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

Dated this 15th day of March in the year 2024

Beth Vincent-Pietsch

Beth Vincent-Pietsch

Deputy National President
Community and Public Sector Union (CPSU)
4/224 Bunda Street, Canberra ACT 2601
For and on behalf of the CPSU

Dated this 13th day of March in the year 2024

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Section 1: Technical matters

Title

- 1 This agreement will be known as the National Library of Australia Enterprise Agreement 2024-2027.

Parties to the agreement

- 2 This agreement covers:
 - 2.1 the Director-General, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the National Library of Australia employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent; and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1 Community and Public Sector Union (CPSU).

Operation of the agreement

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

Delegations

- 5 The Director-General may delegate to or authorise any person to perform any or all of the Director-General's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

National Employment Standards (NES) precedence

- 6 The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the National Library of Australia (the Library) in any respect when compared with the NES.

Closed comprehensive agreement

- 7 This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 8 This agreement will be supported by policies and guidelines, as implemented and varied from time to time.

- 9 Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

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

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

Definitions

- 16 The following definitions apply to this agreement:

APS agency means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

APS Award means the *Australian Public Service Enterprise Award 2015* as amended from time to time.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

Agreement means the National Library of Australia Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Director-General to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

Child means a biological child, an adopted child, foster child, stepchild, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the

employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Director-General means the Agency Head of the National Library of Australia or the Director-General's delegate.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, guardian, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B(2) of the FW Act.

Full-time employee means an employee employed to work an average of 37 hours and 5 minutes per week in accordance with this agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the Parliamentary Service Act 1999.

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee whose ordinary hours are less than 37 hours and 5 minutes per week in accordance with this agreement.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

PS Act means the *Public Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Respectful Relationships Officers means Harassment Contact Officers.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

Shift work means work conducted by rostered employees whose ordinary flextime week may include work between 7:00 am and 9:00 pm Monday to Friday, and 8:00 am to 5:30 pm Saturday and Sunday.

Substantive classification means the classification level of an employee that they were engaged at, or were last promoted to.

Usual location of work

- 17 An employee's usual location of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Director-General may specify a designated office location by advising the employee in writing.
- 18 The Director-General and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

Section 2: Remuneration

Salary

- 19 Salary rates will be as set out in Attachment A – Table 1: Base Salaries of this agreement.
- 20 The base salary rates in Attachment A – Table 1: Base Salaries include the following increases:
- 19.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 19.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - 19.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
- 21 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Table 1: Base Salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

- 22 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Salary setting

- 23 Where an employee is engaged, moves to or is promoted in the Library, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director-General determines a higher salary within the relevant salary range under these salary setting clauses.
- 24 At the discretion of the Director-General, an employee moving to the Library whose salary in their previous agency (current salary) exceeds the rate the employee would otherwise be entitled to under this agreement, may have their current salary maintained until such time as their salary is absorbed by Library salary increases.
- 25 The Director-General may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 26 In determining a salary under these salary setting clause, the Director-General will have regard to relevant factors including the employee's experience, qualifications and skills.
- 27 Where an employee commences ongoing employment in the Library immediately following a period of non-ongoing employment in the Library, the Director-General will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Library.

- 28 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the Library, the Director-General will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Library.
- 29 Where an APS employee moves to the Library at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director-General will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 30 Where the Director-General determines that an employee's salary has been incorrectly set, the Director-General may determine the correct salary and the date of effect.

Incremental advancement

- 31 Payable on the first payday in December (on that day for the preceding fortnight), all employees will be eligible to advance one increment pay point within their substantive classification, provided:
- 31.1 they have received a performance rating of at least 'satisfactorily meets'
 - 31.2 they are not at the maximum pay point for their substantive classification level; and
 - 31.3 they have had six months or more aggregate eligible service at their current increment pay point (including acting at a higher pay point) during the previous 12 months. This is not to include periods of miscellaneous leave without pay totalling 14 more calendar days.
- 32 If an employee has less than six months of aggregate eligible service, the Director-General may exercise their discretion to determine a higher salary under clauses 23 to 30.
- 33 Casual employees will not usually be eligible for salary advancement.

Eligible service for salary advancement

- 34 Eligible Library service for salary advancement will include:
- 34.1 periods of paid leave and unpaid parental leave;
 - 34.2 periods of unpaid leave that count as service; and
 - 34.3 service while employed on a non-ongoing basis.
- 35 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.

Salary advancement on higher duties

- 36 Employees who satisfy the eligibility criteria as specified in clause 31, who have acted at a higher classification level in the previous 12 months, will be eligible for salary progression at both their substantive and acting classifications.
- 37 Salary progression for acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

APS6 grandfathered pay point (restricted)

- 38 At the commencement of this agreement a restriction barrier applies to the top pay point for the APS6, i.e. APS6R.
- 39 Only employees who were remunerated with reference to the grandfathered pay point before the commencement of this agreement, can be remunerated at the APS6R pay point at the commencement of this agreement.
- 40 Over the life of the agreement the APS6R grandfathered pay point will be subsumed into the APS6.4 increment point.

Graduates

- 41 Employees engaged at the training classification of Graduate APS, will be paid an amount determined in accordance with Attachment A – Table 2: Graduate Salaries. Clause 92 outlines the conditions required of employees to successfully complete the graduate training program and salary rates.

Cadet rates

- 42 Cadet rates of pay as a percentage of the APS1.1 equivalent pay point will apply as follows:
 - 42.1 practical training – 100%
 - 42.2 full-time study – 57%.

Superannuation

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

Method for calculating superannuation salary

- 46 The Library will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- 47 Employer contributions will be made for all employees covered by this agreement.
- 48 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 49 Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a

maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

Overpayments

- 50 An overpayment occurs if the Director-General (or the Library) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 51 Where the Director-General considers that an overpayment has occurred, the Director-General will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 52 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director-General in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 53 If after considering the employee's response (if any), the Director-General confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Library in full by the employee.
- 54 The Director-General and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 55 The Library and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 56 Interest will not be charged on overpayments.
- 57 Nothing in clauses 50 to 56 prevents:
 - 57.1 the Library from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 57.2 the Library from pursuing recovery of the debt through other available legal avenues; or
 - 57.3 the employee or the Library from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary Packaging

- 58 Employees may elect to convert a portion of their salary to other benefits. Further information about salary packaging is provided in Library policy.
- 59 The Library will assist an employee if they wish to arrange for salary packaging on the basis that it incurs no additional cost to the Library.

Section 3: Allowances and reimbursements

Higher duties allowance

- 60 Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 61 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director-General.
- 62 Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 63 Where an employee is assigned only part of the higher duties, the Director-General will determine the amount of allowance payable.
- 64 Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
- 65 The Director-General may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Vacancies at Senior Executive Service levels

- 66 Where employees are required to temporarily perform work in SES roles for two weeks or more, the Director-General will determine the appropriate remuneration for the period of temporary higher performance.
- 67 Higher Duties Allowance in an SES classification will subsume all allowances which would otherwise have formed part of an employee's salary.
- 68 Where any period of temporary performance carrying out the duties of a job at a higher classification equals or exceeds two weeks, then Higher Duties Allowance will be paid retrospectively for the first two weeks of temporary performance.
- 69 Clauses 60 to 65 also apply to employees who temporarily perform work in SES roles.
- 70 Access to other SES conditions is at the discretion of the Director-General.

Workplace responsibility allowances

- 71 A workplace responsibility allowance will be paid where the Library has appointed or elected an employee to one of the following roles:
 - 71.1 First Aid Officer;
 - 71.2 Health and Safety Representative;
 - 71.3 Fire Warden;
 - 71.4 Respectful Relationships Officer; and

71.5 Mental Health First Aid Officer.

72 An employee is not to receive more than one workplace responsibility allowance unless approved by the Director-General due to operational requirements.

73 The rate will be:

Table 1: Workplace responsibility allowance

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

74 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table in clause 73.

75 The full allowance is payable regardless of flexible work and part-time arrangements.

76 An employee's physical availability to undertake the role will be considered by the Library when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Respectful Relationships Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

77 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

78 The allowance is payable during periods of paid leave.

79 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Community language allowance

80 A community language allowance will be paid where the Director-General determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Director-General. Further information is included in policy.

81 The allowance is paid in accordance with the employee's level of competency:

Table 2: Community language allowance rates

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

Rate	Standard	Rate from commence ment of the agreement	Rate from 13 March 2025	Rate from 12 March 2 026
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Director-General.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

Loss or damage to clothing or personal effects

- 86 The Director-General may approve full or partial reimbursement to an employee for loss or damage to clothing or personal effects, which occurred in the course of the employee's work.

Motor vehicle allowance

- 87 The Director-General may approve motor vehicle allowance where employees are travelling on Library business and are required to use their private motor vehicle. Further detail is outlined in Library policy.

Reimbursements for cadets

- 88 Cadets employed by the Library will be entitled to an annual book and equipment payment to reimburse them for the cost of books and equipment required in the course of their studies.
- 89 Cadets will be entitled to reimbursement for all compulsory fees in the course of their studies.
- 90 Further detail is outlined in Library policy.

Consumable office supplies and equipment maintenance

- 91 Employees who are required to use privately owned equipment for official purposes may be supplied with consumable office supplies necessary for official use of that equipment and may have the equipment maintained at the expense of the Library. This does not include the incidental use of privately owned equipment whilst working from home as referred to in clause 169.

Section 4: Classifications and broadbands

Graduates

- 92 Employees engaged in the graduate training program, as outlined in clause 41, on successful completion of the program will be allocated an operational classification of APS3 within Table 2: Graduate Salaries at Attachment A. Employees may be eligible for immediate broadband advancement to an APS4 classification on the following conditions:
- 92.1 successful completion of the graduate program;
 - 92.2 satisfactory performance; and
 - 92.3 a suitable vacant APS4 position is available.

Entry Level Broadbands

- 93 The Director-General may approve an entry level broadband program through the life of this agreement and will incorporate any new broadbands into the agreement during the next round of bargaining. The Entry Level Broadbands will be used to engage employees below the APS6 level in whole of government entry level programs.
- 94 Movement between the classifications within the Entry Level Broadbands may only occur if:
- 94.1 sufficient work is available at the higher classification level;
 - 94.2 the employee has gained the necessary skill and proficiencies to perform duties in accordance with the work level standards for that classification; and
 - 94.3 the employee has achieved satisfactory performance.
- 95 Further detail about Entry Level Broadbands will be outlined in Library policy.

Work Level Standards

- 96 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

Voluntary Reduction in Classification

- 97 The Director-General, at the request of, and after consultation with, an employee, may approve a reduction in classification level to assist the employee to reach an appropriate work life balance. The reduction in classification will be subject to agreement between the employee and the Library regarding revised duties, and in accordance with clauses 25 and 26, the Director-General will determine an appropriate salary point in the reduced classification level.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

- 99 The Library will report to the Library Consultative Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Library.

Pathways to permanency

- 100 The Library and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Library recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

- 101 A casual (irregular or intermittent) employee is defined in the definitions section.
- 102 A decision to expand the use of casual employees is subject to consultation requirements in section 10 of this agreement.
- 103 The Library will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the Library Consultative Committee.
- 104 Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 105 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976 and leave for family and domestic violence support.
- 106 A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 107 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

- 108 A non-ongoing employee is defined in the definitions section.
- 109 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

- 109.1 personal/carer's leave accrual at clause 214; and
- 109.2 redundancy provisions at section 11, subject to clause 110.
- 110 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions in section 11 will apply.
- 111 If the redundancy provisions apply to an employee under clause 110, the Library must adhere to the consultation requirements in section 10, and where applicable, the consultation provisions in section 11.

Rostered employees (shift work)

- 112 Rostered employees are those employees whose name regularly appears on a roster as part of their normal duties, which include weekend and evening work.
- 113 Hours worked by rostered employees will contribute to the Rostered Employee's flextime balance unless approved as overtime under Clause 146. Rostered employees may work an ordinary flextime week between 7:00 am and 9:00 pm Monday to Friday, and 8:00 am to 5:30 pm Saturday and Sunday, subject to operational requirements.

Shift penalties

- 114 Rostered employees will be paid the following penalty rates in addition to their normal rate of pay:
 - 114.1 50% for rostered hours worked on a Saturday;
 - 114.2 100% for rostered hours worked on a Sunday; and/or
 - 114.3 150% for rostered hours worked on public holiday.

Working hours

Hours of work

- 115 A full-time employee is required to work an average of 37 hours 5 minutes per week over a 20 day settlement period in accordance with the work pattern determined for the employee in accordance with Clause 125.
- 116 Part-time employees are required to work the number of hours agreed between the employee and their manager in accordance with Clauses 117 to 122.

Part-time work

- 117 The Library is supportive of providing opportunities for employees to work on a part-time basis subject to operational requirements.
- 118 A part-time employee is one whose regular hours of work are less than the standard full-time hours per week. Part-time employees will not have Agreed Hours of Duty which require an employee to attend for less than two consecutive hours work in any working day.
- 119 Unless otherwise required by legislation, remuneration and other benefits for part-time employees will be calculated from full-time benefits on a pro-rate basis according to the Agreed Hours of Duty, apart from workplace responsibility allowance, reimbursement and expense related allowances where part-time employees will receive the same amount as full-time employees.

- 120 The Director-General will consider requests from employees for part-time work, a change in part-time hours, or a change to full-time hours. The request may be either for a specified duration with automatic reversion on expiry of the nominated period, or ongoing. When considering the needs as outlined in the request from the employee, approval will be subject to the requirements of the National Employment Standards (NES) and the operational requirements of the Library. Where the Director-General does not approve a request the employee will be provided with the reasons in writing.
- 121 Subject to clauses 160 and 161 the flexible working arrangements referred to in clause 153, which includes part-time employment, will be made available to employees returning to duty from parental leave.
- 122 Employees have the right to request flexible working arrangements under section 65 of the Fair Work Act, including a change in working hours and a change in working arrangements for the purpose of assisting to care for a child.
- 123 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 124 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Working Patterns

- 125 Supervisors will consider requests from employees to vary their working pattern. The relevant policy provides further information on how working patterns are to be administered. However, an employee will:
- 125.1 not normally work more than 10 hours on any working day (either under flextime or overtime);
 - 125.2 not work more than five consecutive hours without a rest break of at least 30 minutes; and
 - 125.3 except in exceptional circumstances, have a minimum break of ten hours between any two consecutive working days.
- 126 Hours worked by employees will contribute to an employee's flextime balance, unless approved as overtime under clause 146. Employees may work a normal flextime week between 7:00 am and 9:00 pm Monday to Friday, subject to operational requirements of the Library and the agreement of the employee's manager.
- 127 The hours worked by Rostered Employees will contribute to their flextime balance as specified in clause 113.

Flex for APS 1-6 classifications

- 128 Flextime applies to all Library employees, with the exception of employees whose paid classification is Executive Level 1 or higher or who are employed on a casual basis. The relevant policy provides further information on how flextime is administered.
- 129 Under flextime, employees may choose what times they start and finish work subject to Clause 126 and 127 and the operational requirements of the Library and the agreement of the employee's manager.
- 130 The flextime settlement period is 20 working days (i.e. two fortnights).

- 131 Approval of flextime leave will only be granted subject to operational requirements of the work area and prior approval of the employee's manager. Flextime leave should only be granted where employees are in flextime credit. This will not prevent employees going into flextime debit as a result of an absence.
- 132 The maximum flextime credit which employees may carry over at the end of each settlement period is 35 hours. The maximum debit that may be carried over at the end of each settlement period is 10 hours. These credit/debit figures will be set for part-time employees on a pro-rata basis. Employees will each day record their actual time of commencing and ceasing work and any breaks. The method of recording will be as determined by the Library.
- 133 If an employee fails to comply with the flextime provisions, the Director-General has the authority to revert an employee to work the following hours:
- 133.1 full-time employees – 7 hours 25 minutes per day between the hours specified in clauses 126 and 127; or
- 133.2 part-time employees – the Agreed Hours of Duty.
- 134 Where an employee has an excess flextime debit (i.e. more than 10 hours for full-time employees or pro-rata for part-time employees) at the end of any settlement period, the excess hours should be acquitted as Miscellaneous leave (without pay). The use of annual leave to acquit flextime debits is not permitted.
- 135 An excess flextime debit or credit may be carried over in exceptional circumstances with the approval of the Director-General, but it is expected that the excess debit or credit would be acquitted during the following settlement period.
- 136 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will not be available until the employee resumes duty or is granted leave. Where flextime no longer applies, employees will revert to set hours as set out under Clause 133.
- 137 Employees should take their flextime credits as flextime leave before ceasing employment with the Library, and managers will provide a reasonable opportunity to achieve this, subject to operational requirements.
- 138 On cessation from the Library an outstanding flextime credit will be cancelled, and an outstanding flextime debit deducted as Miscellaneous leave (without pay). On commencement with the Library, the employee will commence with a nil flextime balance.

Executive Level Time Off in Lieu (EL TOIL)

- 139 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 140 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Library.
- 141 A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 142 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

- 143 An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 144 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 145 Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime

- 146 Time worked in addition to the employee's standard hours (or in the case of part-time employees, their Agreed Hours of Duty) will be paid as overtime where the employee has the prior approval of the Director-General and the employee's claim has been certified as being correct by a supervisor or manager, subject to the following:

146.1 Overtime will not contribute to an employee's flextime credit.

Minimum payment

146.2 Where an employee has approval to work overtime, and such overtime is not continuous with ordinary duty, the minimum payment of overtime for each separate attendance will be two hours at the rate prescribed in Clause 146.5. Where an employee is required to perform duty, but is not required to attend, the minimum payment will be one hour at the rate prescribed in Clause 146.5.

Multiple attendances

146.3 Where more than one attendance is involved, the minimum overtime provision will not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

Rest periods disregarded

146.4 For the purposes of determining whether an attendance for overtime is or is not continuous with ordinary duty or is or is not separate from other duty, rest periods will be disregarded.

Rates of payment

146.5 Overtime will be paid at the following rates:

146.5.1 Monday to Saturday - one and a half times the normal rate of pay for the first 3 hours and double time thereafter;

146.5.2 Sunday - double the normal rate of pay; or

146.5.3 Public Holidays – two and a half times the normal rate of pay. Overtime on a public holiday not in excess of the full-time working week will be paid at one and a half times the normal rate of pay additional to the payment for the holiday.

Time off in Lieu

146.6 With the approval of the Director-General, an employee may elect to take time off in lieu instead of payment, at one and a half times the hours worked.

Additional duty in a different work area

- 146.7 Where an employee agrees to work overtime in an area that is not their normal work area, and the work being performed is classified at a different level to that of their current duties, remuneration for the overtime will be paid at the minimum point in the salary range of the classification of the work being performed.

Duty over midnight

- 146.8 Where an overtime attendance, not continuous with ordinary duty, involves duty before and after midnight, the minimum payments provision of clause 146.2 will be satisfied when the total payment for the whole attendance equals or exceeds the minimum payment applicable to one day. Where a higher rate for overtime applies to one of the days, the minimum payment will be calculated at the higher rate.

Executive Level employees

- 146.9 Executive Level employees are not normally entitled to overtime. Such entitlements would only be approved in exceptional circumstances. Executive Level employees will only be eligible for overtime where the Director-General has approved their job as being:
- 146.9.1 a specialised job requiring skills not readily available in the Library; and
 - 146.9.2 a job requiring ongoing access to overtime in order to allow the Library's objectives to be achieved.
- 147 Where an employee works overtime and will not have a minimum break of 10 consecutive hours between the day on which overtime is worked and the next working day, then:
- 147.1 the employee will be allowed to leave work after such overtime for a period of 10 consecutive hours and will suffer no loss of pay or other entitlements for ordinary working time occurring during the employee's absence; or
 - 147.2 if the employee is required to resume or continue work on the instruction of the Director-General, without having had 10 consecutive hours the employee:
 - 147.2.1 will be paid at double the normal rate of pay (for time worked) until the employee has had 10 consecutive hours off duty; and
 - 147.2.2 will not suffer any loss of pay or other entitlements for ordinary working time during the employee's absence.
- 148 Where an employee who is receiving a restriction allowance under clauses 149 and 150 and is required to perform duty:
- 148.1.1 but is not required to be recalled to work, excluding 'working from home', the employee will be paid overtime in accordance with Clause 146, subject to a one-hour minimum payment; and/or
 - 148.1.2 at a place of work, excluding 'working from home', the employee will be paid overtime in accordance with Clause 146, subject to a two-hour minimum payment.

Restriction allowance

149 Where the Library requires that an employee be contactable and available to work for additional specified periods outside their normal working hours they will be paid a restriction allowance, subject to the following:

- 149.1 the employee must be contactable and make themselves available to perform extra duty;
- 149.2 restriction allowance is not payable during any period that an employee is receiving overtime payments; and
- 149.3 prior approval is granted by the Director-General.

150 The restriction allowance will be paid at the following rates:

Table 3: Restriction allowance

Restricted period	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
Monday to Friday	\$4.75 per hour	\$4.95 per hour	\$5.10 per hour
Saturday, Sunday or Public Holiday	\$4.75 per hour plus \$12.15 per day	\$4.95 per hour plus \$12.60 per day	\$5.10 per hour plus \$13.05 per day

Flexible working arrangements

151 The Library, employees and their union recognise:

- 151.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- 151.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- 151.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- 151.4 that flexibility applies to all roles in the Library, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- 151.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

152 The Library is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Library at all levels. This may include developing and implementing strategies through the Library's Consultative Committee.

153 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- 154 The following provisions do not diminish an employee's entitlement under the NES.
- 155 An employee may make a request for a formal flexible working arrangement.
- 156 The request must:
- 156.1 be in writing;
 - 156.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 156.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 157 The Director-General must provide a written response to a request within 21 days of receiving the request.
- 158 The response must:
- 158.1 state that the Director-General approves the request and provide the relevant detail in clause 159; or
 - 158.2 if following discussion between the Library and the employee, the Library and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - 158.3 state that the Director-General refuses the request and include the following matters:
 - 158.3.1 details of the reasons for the refusal; and
 - 158.3.2 set out the Library's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 158.3.3 either:
 - 158.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Library would be willing to make; or
 - 158.3.3.2 state that there are no such changes; and
 - 158.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 159 Where the Director-General approves the request this will form an arrangement between the Library and the employee. Each arrangement must be in writing and set out:
- 159.1 any security and work health and safety requirements;
 - 159.2 a review date (subject to clause 163); and
 - 159.3 the cost of establishment (if any).
- 160 The Director-General may refuse to approve the request only if:

- 160.1 the Library has discussed the request with the employee; and
 - 160.2 the Library has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 160.3 the Library and the employee have not reached such an agreement; and
 - 160.4 the Library has had regard to the consequences of the refusal for the employee; and
 - 160.5 the refusal is on reasonable business grounds.
- 161 Reasonable business grounds include, but are not limited to:
- 161.1 the new working arrangements requested would be too costly for the Library;
 - 161.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 161.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 161.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 161.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 161.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 162 For First Nations employees, the Library must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 163 Approved flexible working arrangements will be reviewed by the Library and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 164 An employee may request to vary an approved flexible working arrangement in accordance with clause 156. An employee may request to pause or terminate an approved flexible working arrangement.
- 165 The Director-General may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 167.
- 166 The Library must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 167 Prior to the Director-General varying, pausing or terminating the arrangement under clause 165, the Library must have:
- 167.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

- 167.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- 167.3 had regard to the consequences of the variation, pause or termination for the employee;
- 167.4 ensured the variation, pause or termination is on reasonable business grounds; and
- 167.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 158.3.

Working from home

- 168 The Library will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 169 The Library may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement. Additional information regarding establishing a working from home arrangement are outlined in Library policy.
- 170 An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 171 The Library will provide employees with guidance on working from home safely.
- 172 Employees will not be required by the Library to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Library will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 173 Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 174 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 175 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 154 to 163.
- 176 The Library should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 177 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Library should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Christmas closedown period

- 179 With the exception of the Bookshop and Exhibition areas, the Library will close for normal business on the last working day before Christmas Day and reopen for normal business on the first working day after New Year's Day. This is known as the Christmas closedown period.
- 180 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.
- 181 Employees who are required to work during the Christmas closedown period will be paid as if that day was a public holiday.
- 182 Executive Level employees who are not eligible for overtime payments as set out in clause 146.9 and are required to work during the Christmas closedown period will be provided with alternative time off. This will be on an hour for hour basis, and subject to the operational needs of the Library, should be taken within three months of the time worked.
- 183 There will be no deduction from annual, purchased or personal/carer's leave credits for the time off provided during the Christmas closedown period.

Public holidays

- 184 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 184.1 1 January (New Year's Day);
 - 184.2 26 January (Australia Day);
 - 184.3 Good Friday and the following Monday;
 - 184.4 25 April (Anzac Day);
 - 184.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 184.6 25 December (Christmas Day);
 - 184.7 26 December (Boxing Day); and
 - 184.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 185 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 186 The Director-General and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 187 The Director-General and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

- 188 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 189 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, defence service sick leave or purchased leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
- 190 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 184.1 to 184.8.
- 191 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 192 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Director-General may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Unauthorised absence

- 193 Where an employee is absent from duty and the period of absence was not approved, the absence will be treated as an 'unauthorised absence'. All pay and other benefits provided under this agreement (such as flextime) will cease to be available until the employee resumes duty or is granted leave.
- 194 Any period of unauthorised absence does not count as service for any purpose, and no entitlements accrue during this period.

Section 6: Leave

Application and approval of leave

- 195 All forms of leave must be applied for and approved by the Director-General as determined in this section. Additional information on leave can be found in Library policy.
- 196 In circumstances where the Director-General does not approve the leave, the employee will be advised in writing of the reason for the decision.

Annual leave

Entitlement and accrual

- 197 Annual leave accrues at a rate of 20 days (4 weeks) each year for a full-time employee and on a pro-rata basis for part-time employees.
- 198 Annual leave accrues daily and is credited fortnightly.
- 199 Annual leave may be used for absences of less than one day.
- 200 Rostered employees who work Saturdays, Sunday and/or Public Holidays (other than overtime) will accrue up to five additional days annual leave in accordance with the following:

Table 4: Additional annual leave accrual for rostered employees (shift workers)

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

Excess annual leave

- 201 Employees are responsible for ensuring that they use an adequate amount of annual leave each year. Consistent with the provisions of Subsection 93(3) of the Fair Work Act, an employee who has more than 40 days accrued annual leave at any time (pro-rata based on the Agreed Hours of Duty for part-time employees), may be directed by the Director-General, on four weeks' notice to the employee to take up to one quarter of the employee's accrued annual leave.

Half pay

- 202 An employee may take their annual leave at half pay, however unless approved by the Director-General, it may not be taken at half pay where the employee has an excess annual leave balance.

Cashing out of annual leave

- 203 Consistent with the provisions of the Fair Work Act, the Director-General and an employee may make a written agreement to cash out annual leave of up to 10 days in each 12 month period as a lump sum on the following basis:
- 203.1 each “cashing out” is made by a separate written agreement;
 - 203.2 the employee has already been absent for 15 days on annual leave (whether taken at full or half pay), pro-rata for part-time employees, in the preceding 12 months;
 - 203.3 the minimum application to cash out annual leave is five days, pro-rata for part-time employees;
 - 203.4 the employee will have at least 20 days (4 weeks) of annual leave remaining after the cashing out, pro-rata for part-time employees; and
 - 203.5 the employee will be paid the full amount that would have been payable had the employee taken the leave to be cashed out.

Payment on separation

- 204 Where an employee ceases employment with the APS, the employee will receive payment in lieu of unused annual leave calculated up to the day of cessation. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

Cancelled leave

- 205 Where annual leave is cancelled by the Library or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

Purchased leave

- 206 Employees may request to purchase additional leave once in a 12 month period. Such an arrangement will be subject to agreement between the employee and the Library on the length and timing of the leave purchased having regard to the operational needs of the Library and the personal circumstances of the employee.
- 207 In extenuating circumstances the Director-General will agree to a request from an employee to cancel the purchased leave arrangement and return deductions made for purchased leave not yet taken.
- 208 If an employee takes advantage of purchased leave arrangements, the value of the additional leave will be deducted from their fortnightly salary in equal instalments over a period of 26 pay periods or a lesser period as requested by the employee.
- 209 Purchased leave counts as service for all purposes and may be used for absences of less than one day.

Personal/carer's leave

Entitlement to personal/carer's leave

- 210 Employees will be entitled to 18 days paid personal/carer's leave per year, pro-rata for part-time employees. Personal/carer's leave credits are cumulative.

- 211 Leave at half pay may be approved by the Director-General.
- 212 Casual employees may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Crediting and accrual

- 213 Ongoing employees will be credited with 18 days personal/carer's leave upon commencement with the APS, or a pro-rata number of days for part-time employees. After 12 months, ongoing employees will accrue personal/carer's leave daily, credited fortnightly.
- 214 Non-ongoing employees will be credited personal/carer's leave upon commencement with the Library. This will be 18 days pro-rated based on the employee's initial contract period. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited fortnightly.

Usage

- 215 Personal/carer's leave may be used:
- 215.1 due to personal illness or injury
 - 215.2 to attend appointments with a registered health practitioner
 - 215.3 to manage a chronic condition
 - 215.4 to provide care or support for a family or household member or a person the employee has caring responsibilities for, because of:
 - 215.4.1 a personal illness or injury affecting the other person
 - 215.4.2 an unexpected emergency affecting the other person.
- 216 There is no limit to the amount of accrued (i.e. paid) personal/carer's leave that may be taken. Unpaid personal/carer's leave is not available to employees where this would extend any period of continuous personal/carer's leave beyond 78 weeks. Where a period of continuous absence on account of illness or injury extends beyond 78 weeks, the further absence will not count as service for any purpose, except long service leave.
- 217 An employee will not be retired on invalidity grounds before personal/carer's leave credits have expired, unless provided for in legislation.

Carers

- 218 A person that an employee has caring responsibilities for may include a person who needs care because they:
- 218.1 have a medical condition, including when they are in hospital
 - 218.2 have a mental illness
 - 218.3 have a disability
 - 218.4 are frail or aged
 - 218.5 are a child, not limited to a child of the employee.

Evidence

- 219 Evidence may be requested after:
- 219.1 more than 3 consecutive days; or
 - 219.2 more than 8 days without evidence in a calendar year.
- 220 Acceptable evidence includes:
- 220.1 a certificate from a registered health practitioner
 - 220.2 a statutory declaration; or
 - 220.3 another form of evidence approved by the Director-General.
- 221 A certificate from a registered health practitioner may be used as evidence for a chronic condition for up to 12 months for both personal and carer's leave.

Portability of leave

- 222 Where an employee moves into the Library from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 223 Where an employee is engaged in the Library immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 224 Where an employee is engaged as an ongoing employee in the Library, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Library or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 225 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Library or another APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 226 Where an employee is engaged as an ongoing employee in the Library, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the Director-General will offer to recognise any unused accrued personal/carer's leave at the employee's request. The Director-General will advise the employee of their ability to make this request. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 227 Where an employee is engaged as an ongoing employee in the Library, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director-General may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 228 For the purposes of clauses 222 to 227, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

- 229 When an employee is on:
- 229.1 annual leave;
 - 229.2 purchased leave;
 - 229.3 defence reservist leave;
 - 229.4 First Nations ceremonial leave;
 - 229.5 NAIDOC leave;
 - 229.6 cultural leave; or
 - 229.7 long service leave; and
- becomes eligible for, under legislation or this agreement:
- 229.8 personal/carer's leave;
 - 229.9 compassionate or bereavement leave;
 - 229.10 jury duty;
 - 229.11 emergency services leave;
 - 229.12 leave to attend to family and domestic violence circumstances; or
 - 229.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
- 230 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 231 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

- 232 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 233 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses at 229 and 231 of this agreement.

Miscellaneous leave

- 234 The Director-General may approve leave, either with or without pay, for a variety of purposes. Further information is provided in Library policy.
- 235 The approval of miscellaneous leave is subject to the Director-General's consideration of the operational needs of the Library and/or the interest of the APS.
- 236 Miscellaneous leave may be granted:

- 236.1 For the period requested or for another period;
 - 236.2 With or without pay; and/or
 - 236.3 Subject to conditions.
- 237 Casual employees will be entitled to paid Miscellaneous leave for the purpose of family and domestic violence support, as outlined in clauses 313 to 329.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

- 240 First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 241 The Director-General may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 242 First Nations ceremonial Leave can be taken as part days.
- 243 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 244 The Director-General may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 245 The Director-General may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 246 Cultural leave can be taken as part days.
- 247 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 240.

Parental leave

- 248 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 249 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purposes of accessing additional paid leave.

- 250 For a pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 251 Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

- 252 An employee is entitled to parental leave with pay as per clauses 254 and 255 within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 253 Employees newly engaged in the Library or who have moved to the Library from another APS agency are eligible for the paid parental leave in clauses 254 and 255 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 254 and 255, the balance is available to the employee.
- 254 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 5 below.

Table 5: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

- 255 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 6 below.

Table 6: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 256 Flexibility: Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.
- 257 Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- 258 Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- 259 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 259.1 is under 16 as at the day (or expected day) of placement;
 - 259.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 259.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 260 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

- 261 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 262 A stillborn child is a child:
- 262.1 who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more; and
 - 262.2 who has not breathed since delivery; and
 - 262.3 whose heart has not beaten since delivery.

Pregnancy loss leave

- 263 A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

- 264 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

- 265 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

- 266 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 265 until after the legislated paid maternity leave is used.

Compassionate leave

- 267 Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 267.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 267.2 the employee or their partner has a miscarriage.
- 268 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 269 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 270 For casual employees, compassionate leave is unpaid.

Bereavement leave

- 271 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 271.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 271.2 a child is stillborn, where the child was a member of their family (including a member of their household).
- 272 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 273 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 274 For casual employees, bereavement leave is unpaid.

Emergency response leave

- 275 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 275.1 the time engaged in the activity;
 - 275.2 reasonable travelling time; and
 - 275.3 reasonable recovery time.
- 276 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Director-General may provide additional emergency response leave with pay.
- 276.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 277 Paid leave may be refused where the employee's role is essential to the Library's response to the emergency.
- 278 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 279 The Director-General may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 280 Emergency response leave, with or without pay, will count as service.

Jury duty

- 281 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 282 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 282.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 283 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 284 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Library for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

- 285 The Director-General will give an employee leave with or without pay to undertake:
- 285.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 285.2 Australian Defence Force Cadet obligations.
- 286 An employee who is a Defence Reservist can take leave with pay for:

- 286.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 286.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 287 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 288 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - 288.1 Australian Navy Cadets;
 - 288.2 Australian Army Cadets; and
 - 288.3 Australian Air Force Cadets.
- 289 In addition to the entitlement at clause 286, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 290 Paid defence reservist leave counts for service.
- 291 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 292 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 293 An employee will not need to pay their tax free ADF Reserve salary to the Library for any reason.

Defence service sick leave

- 294 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
 - 294.1 warlike service; or
 - 294.2 non-warlike service.
- 295 An eligible employee can get 2 types of credits:
 - 295.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - 295.1.1 they start employment with the APS; or
 - 295.1.2 DVA certifies the condition; and
 - 295.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 296 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 297 Unused annual credits can be built up to 9 weeks.
- 298 An employee cannot use annual credits until the initial credit is exhausted.
- 299 Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 300 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 301 An employee who is not covered under clause 300, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Library.
- 302 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director-General if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 303 The Director-General may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7: Employee support and workplace culture

- 304 The Library encourages and supports a diverse workforce and work life balance and will endeavour to:
- 304.1 celebrate and publicly reward achievements and individual contribution to the core business of the Library;
 - 304.2 acknowledge employees who display a richness of professional and cultural achievement or who have achieved international recognition for academic and professional expertise and excellence; and
 - 304.3 acknowledge and value the professionalism of employees, their corporate knowledge and cultural diversity.

Blood donation

- 305 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 306 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 307 The Library will offer annual influenza vaccinations at no cost to all employees.
- 308 Where the Library requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

- 309 Employees, their partners, and their immediate family members will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the Library and will be accessible on paid time.

Respect at work

Principles

- 310 The Library values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Library recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 311 The Library recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

- 312 The Library will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and domestic violence support

- 313 The Library will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 314 The Library recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 315 Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 316 An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 316.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 316.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 316.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 316.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 316.5 accessing alternative accommodation;
 - 316.6 accessing police services;
 - 316.7 attending court hearings;
 - 316.8 attending counselling; and
 - 316.9 attending appointments with medical, financial or legal professionals.
- 317 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 318 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 319 These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 320 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 321 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.

- 322 Evidence may be requested to support the Library in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Library will require, unless the employee chooses to provide another form of evidence.
- 323 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 324 The Library will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Library will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Library may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 325 Where the Library needs to disclose confidential information for purposes identified in clause 324, where it is possible the Library will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 326 The Library will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 327 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 328 The Library will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 329 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

- 330 The Library understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Library decisions.
- 331 Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- 332 Employees can, during their ordinary work hours, take time to:
- 332.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Library; and
 - 332.2 attend Library mandated training about integrity.

First Nations cultural competency training

- 333 The Director-General will take reasonable steps to ensure all Library employees will complete relevant First Nations cultural competency training within one month of the commencement of their engagement at the Library.

Lactation and breastfeeding support

- 334 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 335 The Library will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 336. In considering whether a space is appropriate, the Library should consider whether:
- 335.1 there is access to refrigeration;
 - 335.2 the space is lockable; and
 - 335.3 there are facilities needed for expressing, such as appropriate seating.
- 336 Where it is not practicable for a Library site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 337 The Library will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 338 The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 339 Further information is available in Library policy.

Disaster support

- 340 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Director-General will consider flexible working arrangements to assist the employee to perform their work.
- 341 Where flexible working arrangements are not appropriate, the Director-General may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 342 In considering what period of leave is appropriate, the Director-General will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

- 343 The Library's Performance Management Framework focus is for effective and ongoing communication between managers and employees. In doing so this supports the Library to have a culture of high performance, whilst strengthening the capability of the Library and our employees.

Career focused learning and development

- 344 Access to learning and development opportunities should be a regular part of performance development. Development opportunities should relate to an employee's current role and future career aspirations as well as enabling them to meet the needs of a changing APS. Processes including diversity of work and mobility within the Library and across the APS should be available to all employees.

Joint Responsibility

- 345 Employees and their manager will participate in all aspects of the performance management process and seeking and providing feedback when and as required. Employees and their manager will be provided with time, resources, and support, including relevant training.

No surprises

- 346 Performance processes will be based on the 'no surprises' principle. Employees will be provided contemporaneous, objective, and constructive feedback from their managers.

Regular objective two-way feedback

- 347 Employees will also be provided with the opportunity to provide constructive feedback to their managers. Managers will be receptive to feedback and open to discussion.

Fair and equitable

- 348 The performance management system shall be administered in a way that is fair to employees. This shall include considering the individual circumstances of employees, including health or other personal issues. Performance processes will provide employees with a clear understanding of their role and what is expected of them. Performance management systems should not be used as a punitive process. The timing of performance cycles will not disadvantage workers.

Realistic and measurable performance measures

- 349 Performance standards and measures will be clearly defined and be realistic. Assessments will be based on objective work-related data, that balances quantitative and qualitative evidence and/or data of an employee's performance.

Procedural fairness and natural justice

- 350 The Library will ensure performance processes are consistent with procedural fairness and natural justice; that performance issues are raised directly with the employee as they arise, and employees are given assistance at the earliest opportunity to address performance gaps. An employee's right to be represented by their union, or where they choose, to have a support person present, will be respected and facilitated throughout the entire process.

Employee Support

- 351 Where diminished performance is identified, performance expectations will be clarified and the employee given access to appropriate support, including learning and development opportunities if appropriate.

Workloads

- 352 The Library recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours to be worked by some employees, this should be regarded as the exception rather than the rule.
- 353 When determining workloads for an employee or group of employees, the Library will consider the need for employees to strike a balance between their work and personal life.
- 354 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Library and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Study assistance

- 355 Employees undertaking studies which relate to the skill needs of the Library or are of benefit to the employee's career development in the APS may be eligible for study leave, study allowance or both.
- 356 Study assistance is provided to employees to assist them to undertake study. It may include financial assistance for reimbursement towards study costs, and leave to undertake study, attend lectures and prepare for exams and other assessments.
- 357 An employee with approved study leave will have their current and planned workloads adjusted to take into account any expected study leave absence.
- 358 Details of the study assistance available to Library employees is outlined in Library policy. Study leave and study allowance provided to Library employees will not be reduced over the life of this agreement.

Section 9: Travel and location-based conditions

Travel

- 359 Details of the domestic and international official travel arrangements for Library employees is outlined in Library policy.
- 360 Employees who travel will not be 'out of pocket' when on approved official travel if they travel in accordance with the requirements outlined in Library policy.

Relocation assistance

- 361 Where an APS employee is required to relocate at the request of the Library (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 362 Where an employee is required to relocate on engagement with the Library, the employee will be provided with financial relocation assistance.
- 363 Reasonable expenses associated with the relocation include:
- 363.1 the cost of transport of the employee, their dependents and partner by the most economical means;
 - 363.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 363.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 363.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 364 Additional relocation assistance may be considered at the discretion of the Director-General.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

- 365 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 366 The Library recognises:
- 366.1 the importance of inclusive and respectful consultative arrangements;
 - 366.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 366.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Library policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 366.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 366.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 367 Genuine and effective consultation involves:
- 367.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 367.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 367.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 367.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

- 368 Consultation is required in relation to:
- 368.1 changes to work practices which materially alter how an employee carries out their work;
 - 368.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 368.3 major change that is likely to have a significant effect on employees;
 - 368.4 implementation of decisions that significantly affect employees;

- 368.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 368.6 other workplace matters that are likely to significantly or materially impact employees.
- 369 The Library, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Library. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

- 370 This clause applies if the Library:
- 370.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 370.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

- 371 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
- 372 The Library must recognise the representative if:
- 372.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 372.2 the employee or employees advise the employer of the identity of the representative.

Major change

- 373 In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 373.1 the termination of the employment of employees; or
- 373.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 373.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 373.4 the alteration of hours of work; or
- 373.5 the need to retrain employees; or
- 373.6 the need to relocate employees to another workplace; or
- 373.7 the restructuring of jobs.
- 374 The following additional consultation requirements in clause 375 to 381 apply to a proposal to introduce a major change referred to in clause 368.3.
- 375 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 369.

- 376 Where practicable, a Library change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 377 The Library must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 378 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 369, the Library must:
- 378.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 378.1.1 the proposed change;
 - 378.1.2 the effect the proposed change is likely to have on the employees; and
 - 378.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 378.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 378.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 378.2.2 information about the expected effects of the proposed change on the employees; and
 - 378.2.3 any other matters likely to affect the employees.
- 379 The Library must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 380 However, the Library is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 381 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Library, the requirements set out in clauses 375 to 379 are taken not to apply.

Change to regular roster or ordinary hours of work

- 382 The following additional consultation requirements in clauses 383 to 386 apply to a proposal to introduce a change referred to in clause 368.5.
- 383 The Library must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 384 As soon as practicable after proposing to introduce the change, the Library must:
- 384.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 384.1.1 the proposed introduction of the change; and
 - 384.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 384.2.1 all relevant information about the proposed change, including the nature of the proposed change; and

384.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

384.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

384.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Library is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

385 The Library must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

386 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

Library Consultative Committee

387 The Library has a Consultative Committee which discusses relevant workplace matters with employees and their union.

388 Library's Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee is in accordance with the terms of reference.

APS consultative committee

389 The Director-General will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

390 If a dispute relates to:

390.1 a matter arising under the agreement; or

390.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

391 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

392 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

393 Parties to the dispute must attempt to resolve the dispute at the workplace level by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

- 394 If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 393 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 395 The Fair Work Commission may deal with the dispute in 2 stages:
- 395.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 395.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 395.2.1 arbitrate the dispute; and
 - 395.2.2 make a determination that is binding on the parties.

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

- 396 While the parties are attempting to resolve the dispute using the procedures in this term:
- 396.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Library that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 396.2 subject to 396.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 396.2.1 the work is not safe; or
 - 396.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 396.2.3 the work is not appropriate for the employee to perform; or
 - 396.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 397 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 398 Any disputes arising under the *National Library of Australia Enterprise Agreement 2017-2020* as maintained by the *Public Service (Subsection 24(1) – National Library of Australia Non-SES Employees) Determination 2023/01* or the National Employment Standards that were formally notified under clause H1 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

- 399 Where the provisions of clauses 390 to 395 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 392, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 394.

Delegates' rights

- 400 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- 401 The role of union delegates is to be respected and supported.
- 402 The Library and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 403 The Library respects the role of union delegates to:
 - 403.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 403.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 403.3 represent the interests of members to the employer and industrial tribunals; and
 - 403.4 represent members at relevant union forums, consultative committees or bargaining.
- 404 The Library and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 405 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 406 To support the role of union delegates, the Library will, subject to legislative and operational requirements, including privacy and security requirements:
 - 406.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 406.2 advise union delegates and other union officials of the Library's facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 406.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 406.4 provide access to new employees as part of induction; and
 - 406.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 407 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Library before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

408 The Library recognises:

408.1 the legitimate role of unions in the workplace; and

408.2 that employees are free to choose whether or not to join a union.

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

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

Section 11: Separation and retention

Resignation

- 411 An employee may resign from their employment by giving the Director-General at least 14 calendar days' notice.
- 412 At the instigation of the Director-General, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 413 The Director-General has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

- 414 When an employee dies, or the Director-General has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director-General must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Redeployment, retraining, redundancy

Overview

- 415 Clauses 416 to 447 of this Agreement only apply to ongoing employees not on probation.
- 416 An employee is an excess employee if:
 - 416.1 the employee is included in a class of employees employed in the Library, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Library;
 - 416.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Library or structural or similar changes in the nature, extent or organisation of the functions of the Library; or
 - 416.3 the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director-General has determined that the provisions of this clause apply to that employee.
- 417 Should an employee become excess to the requirements of the Library, the employee may be terminated from the APS by the Director-General under Section 29 of the PS Act having regard to the processes set out in clauses 415 to 447.
- 418 In the circumstances where an employee is excess, or is likely to become excess, the Library commits to taking reasonable steps to redeploy that employee either within the Library or elsewhere across the APS, in accordance with APS redeployment policies and practices as in force from time to time.

Consultation process

- 419 When the Director-General is aware that an employee(s) is likely to become excess, the Director-General will arrange for the employee(s), or if requested by the employee(s), their representatives(s), to be advised of the situation.
- 420 Discussions with the potentially excess employee(s), or their representative(s), if requested by the employee(s), will be held to consider:
- 420.1 redeployment opportunities for the employee(s) concerned; and
 - 420.2 whether voluntary retrenchment may be appropriate.
- 421 The potentially excess employee(s) will have one month for the discussions set out in clause 420, except where the parties to the consultation process agree on a lesser period.
- 422 The Director-General may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary termination, where those terminations would permit the redeployment of employees who are potentially excess.

Voluntary retrenchment

- 423 Where the Director-General invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The offer of voluntary retrenchment will be made only once to an excess employee. The Director-General will not give notice of termination under Section 29 of the PS Act before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
- 424 At the commencement of that month the employee must be given information on the amount of redundancy pay, pay in lieu of notice and paid up leave credits, and the Library will facilitate access to information about superannuation contributions. The Library will provide financial assistance reimbursement in line with Library policy for employee seeking financial advice.

Period of notice

- 425 Where the employee agrees to be voluntarily retrenched, the Director-General can approve the employee's termination under Section 29 of the PS Act and upon approval will give the required notice of termination. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least two years of continuous service).
- 426 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

Time off during notice period

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

Expenses

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

Entitlement

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

Length of continuous services	Redundancy pay entitlement
Less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks plus pro-rata
At least 5 years but less than 6 years	10 weeks plus pro-rata
At least 6 years but less than 7 years	12 weeks plus pro-rata
At least 7 years but less than 8 years	14 weeks plus pro-rata
At least 8 years but less than 9 years	16 weeks plus pro-rata
At least 9 years but less than 10 years	18 weeks plus pro-rata
At least 10 years but less than 11 years	20 weeks plus pro-rata
11 years or more	22 weeks up to a maximum of 48 weeks

Minimum and maximum payments

- 430 The minimum sum payable as redundancy pay on termination will be four weeks salary and the maximum will be 48 weeks salary.

Pro-rata entitlement

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

Service for Redundancy pay purposes

- 432 For the purposes of calculating an entitlement in accordance with clause 429:
- 432.1 service in an agency;
 - 432.2 government services as defined in Section 10 of the Long Service Leave Act;
 - 432.3 service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - 432.4 service with the Australian Defence Forces;
 - 432.5 APS service immediately preceding deemed resignation under the then Section 49 (as repealed in 1966) of the repealed *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
 - 432.6 service in another organisation where:

- 432.6.1 an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - 432.6.2 an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
 - 432.6.3 such service is recognised for long service leave purposes.
- 433 Service not to count as service for redundancy pay purposes:
- 433.1 any period of service which ceased through termination on the following grounds:
 - 433.1.1 the employee lacks, or has lost, an essential qualification for performing the employee's duties;
 - 433.1.2 non-performance, or unsatisfactory performance, of duties;
 - 433.1.3 inability to perform duties because of physical or mental incapacity;
 - 433.1.4 failure to satisfactorily complete an entry level training course;
 - 433.1.5 failure to meet a condition imposed under Subsection 22(6) of the PS Act;
 - 433.1.6 breach of the *APS Code of Conduct*;
 - 433.1.7 any other grounds prescribed by the *Public Service Regulations 2023*; or
 - 433.1.8 on a ground equivalent to those in Clause 433.1 under the repealed *Public Service Act 1922*;
 - 433.2 any period of service which ceased through voluntary termination at or above the minimum retiring age applicable to the employee; or
 - 433.3 any period of service which ceased with the payment of a redundancy benefit or similar payment or an employer financed termination benefit.

Earlier periods of service

- 434 For earlier periods of service to count there must be no breaks between the periods except where:
- 434.1 the break in service is less than one month and occurs where an offer of employment with the next employer was made and accepted by the employee before ceasing employment the preceding employer; or
 - 434.2 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 Section 49 of the repealed *Public Service Act 1922*.

Absences during a period of service

- 435 Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Rate of payment – redundancy pay

- 436 For the purposes of calculating any payment under clause 429, "salary" will include:
- 436.1 the employee's full-time salary, adjusted on a pro-rata basis for periods of part-time service;

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

Reduction in classification

- 437 Where the Director-General proposes to reduce an excess employee's classification either:
- 437.1 The employee will be given the same period of notice as the employee would have been entitled to receive if the employment had been terminated; or
- 437.2 The Library may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with clause 436.

Involuntary Retrenchment

- 438 If an excess employee does not elect to accept an offer of voluntary redundancy under clause 423, the employee will be subject to involuntary retrenchment.

Retention periods

- 439 Unless the employee agrees, an excess employee will not be involuntarily terminated by the Director-General under Section 29 of the PS Act until the following retention periods have elapsed:
- 439.1 13 months where an employee has 20 or more years service or is over 45 years of age with two years of continuous service; or
- 439.2 seven months for other employees.
- 440 If an employee is entitled to a redundancy payment in accordance with the NES, the relevant periods in clause 439 above are reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as the expiration of the retention period (as adjusted by this clause).
- 441 The retention period will commence on the earlier of the following:
- 441.1 the day the employee is advised in writing by the Director-General that they are an excess employee; or
- 441.2 one month after the day on which the Director-General invites the employee to elect to be retired.
- 442 During the retention period the Director-General:
- 442.1 will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- 442.2 may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.

- 443 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where those expenses are not met by the prospective employer.
- 444 The Director-General may extend the retention period under clause 439 to enable completion of an approved placement.
- 445 Where the Director-General is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and there are no reasonable redeployment prospects within the APS, the Director-General may terminate the employee's employment under Section 29 of the PS Act on the grounds that the employee is excess to requirements. Upon termination the employee will be paid a lump sum comprising:
- 445.1 the balance of the retention period (as shortened by the NES under subclause 440) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - 445.2 an additional redundancy payment equal to the amount the retention period was shorted by under clause 440 above (i.e. the NES component).
- 446 An excess employee will not be terminated involuntarily if the employee has not been invited to elect to be terminated.
- 447 An excess employee will be given the prescribed period of notice under the Fair Work Act. The prescribed period of notice will as far as practicable be concurrent with retention periods.

Attachment A

Table 1 - Base salaries

Classification	Increment pay points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1 [#]	APS1.1	\$49,816	\$52,000	\$54,516	-
	APS1.2	\$51,499	\$53,559	\$55,594	\$57,497
	APS1.3	\$53,189	\$55,317	\$57,419	\$59,371
	APS1.4	-	-	\$57,787	\$60,946
APS2	APS2.1	\$55,307	\$57,519	\$59,705	\$62,775
	APS2.2	\$57,156	\$59,442	\$61,701	\$63,799
	APS2.3	\$59,008	\$61,368	\$63,700	\$65,866
	APS2.4	\$60,857	\$63,291	\$65,696	\$67,930
	APS2.5	\$62,706	\$65,214	\$67,692	\$69,994
APS3	APS3.1	\$64,041	\$66,603	\$69,134	\$71,485
	APS3.2	\$65,803	\$68,435	\$71,036	\$73,451
	APS3.3	\$67,599	\$70,303	\$72,975	\$75,456
	APS3.4	\$69,173	\$71,940	\$74,674	\$77,213
APS4	APS4.1	\$70,342	\$73,156	\$75,936	\$79,125
	APS4.2	\$71,896	\$74,772	\$77,613	\$80,252
	APS4.3	\$73,829	\$76,782	\$79,700	\$82,410
	APS4.4	\$75,954	\$78,992	\$81,994	\$84,782
	APS4.5	-	-	-	\$86,246
APS5	APS5.1	\$78,276	\$81,407	\$84,500	\$88,834
	APS5.2	\$79,959	\$83,157	\$86,317	\$91,157
	APS5.3	\$81,666	\$84,933	\$88,160	\$93,135
	APS5.4	\$83,438	\$86,776	\$90,073	\$94,931
	APS5.5	-	\$87,572	\$91,809	\$96,829

Classification	Increment pay points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS6	APS6.1	\$88,349	\$91,883	\$95,375	\$99,734
	APS6.2	\$90,985	\$94,624	\$98,220	\$101,559
	APS6.3	\$93,692	\$97,440	\$101,143	\$104,582
	APS6.4	\$97,287	\$101,178	\$105,910	\$111,701
	APS6R *	\$99,425	\$103,402	\$107,331	\$111,701
EL1	EL1.1	\$106,667	\$110,934	\$115,443	\$121,755
	EL1.2	\$110,727	\$115,156	\$119,532	\$123,596
	EL1.3	\$114,747	\$119,337	\$123,872	\$128,084
	EL1.4	\$118,770	\$123,521	\$128,215	\$132,574
	EL1.5	\$122,792	\$127,704	\$132,557	\$137,064
	EL1.6	\$126,815	\$131,888	\$136,900	\$141,555
EL2	EL2.1	\$130,299	\$135,511	\$140,660	\$145,442
	EL2.2	\$136,421	\$141,878	\$147,269	\$152,276
	EL2.3	\$142,544	\$148,246	\$153,879	\$159,111
	EL2.4	\$148,666	\$154,613	\$160,488	\$165,945
	EL2.5	\$154,789	\$160,981	\$167,098	\$172,779

Pre-commencement APS1.1 was below pay fragmentation requirements so was removed from salary table, which now commences at pre-commencement APS1.2.

* APS6R - grandfathered pay point (restricted). Refer to clauses 38 to 40.

Table 2 – Graduate salaries

Classification		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Graduate APS	Operation broadband				
Grad.1	APS3.1	\$64,041	\$66,603	\$69,134	\$71,485
Grad.2	APS3.2	\$65,803	\$68,435	\$71,036	\$73,451
Grad.3	APS3.3	\$67,599	\$70,303	\$72,975	\$75,456
Grad.4	APS3.4	\$69,173	\$71,940	\$74,674	\$77,213
Grad.5	APS4.1	\$70,342	\$73,156	\$75,936	\$79,125
Grad.6	APS4.2	\$71,896	\$74,772	\$77,613	\$80,252
Grad.7	APS4.3	\$73,829	\$76,782	\$79,700	\$82,410
Grad.8	APS4.4	\$75,954	\$78,992	\$81,994	\$84,782
Grad.9	APS4.5	-	-	-	\$86,246