

**National
Portrait
Gallery of
Australia
Enterprise
Agreement
2017-2020**



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Note: The model flexibility term is taken to be a term of this agreement (see *Appendix 2: Schedule 2.2 – Model flexibility term (Regulation 2.08)* page 20). This agreement is to be read together with an undertaking given by the employer (see *Appendix 1: Undertaking for attachment to National Portrait Gallery Enterprise Agreement 2017-2020* see page 21). The undertaking is also taken to be a term of the is agreement.

1 TITLE

1.1 This agreement will be known as the *National Portrait Gallery of Australia Enterprise Agreement 2017-2020*, or *NPGA EA 2017-2020*.

2 PURPOSE

2.1 The purpose of this agreement is to outline the terms and conditions of employment for employees covered by this Agreement.

3 APPLICATION AND COVERAGE

3.1 This agreement is made under section 172 of the *Fair Work Act 2009*.

3.2 This agreement covers:

- the National Portrait Gallery of Australia (NPGA); and
- non-SES employees (within the meaning of the *Public Service Act 1999*) of the NPGA.

4 OPERATION

4.1 This agreement commences operation 7 days after it is approved by the Fair Work Commission in accordance with s186 of the *Fair Work Act 2009*.

5 NOMINAL EXPIRY DATE

5.1 The nominal expiry date of this agreement is three (3) years after its commencement, as described in clause 4 above.

6 DELEGATIONS

6.1 The Gallery Director may delegate to or authorise a person to perform any of his or her powers or functions under this agreement.

7 POLICIES

7.1 Any guidelines, policies and procedures referred to in this agreement are not incorporated into, and do not form part of, this agreement. A term of this agreement prevails to the extent of any inconsistencies with a guideline, policy or procedure.

8 CLASSIFICATION AND REMUNERATION

8.1 GENERAL SALARY INCREASES

8.1.1 In recognition of productivity improvements arising within the NPGA, salaries payable to employees of the NPGA whose employment is subject to this agreement are increased by 2.0 per cent upon commencement of the agreement. Employees will be eligible for an increase of 2.0 per cent 12 months after the commencement of this agreement, and a further increase of 2.0 per cent 24 months after the agreement commences.

8.1.2 If an employee's salary pay point has been reduced in Schedule 1 (levels 4.2, 4.3, 6.2, 6.3, 6.4, 6.5 and EL1.5), that employee will receive the initial 2.0 per cent pay increase under 8.1.1 on the salary he/she received immediately before commencement of this agreement. The employee will be maintained on this salary until he/she advances to a higher pay point under 8.2 or until a further general salary increase under 8.1.1 is applied.

8.2 INCREMENTAL OR PAY POINT ADVANCEMENT

8.2.1 On 14 September each year, an ongoing employee who is not already on the maximum pay point applying to his or her current APS classification may advance to the next pay point if the employee:

- has in place a performance agreement which complies with the NPGA Performance Management guidelines and policy; and
- has been at his or her current pay point for at least 6 months; and
- has been rated as Meeting Expectations in the appraisal cycle ending 30 June.

8.3 Employees acting on **higher duties** are eligible for pay point advancement at the acting level. When acting arrangements cease, the pay point advancement is taken to have increased the employee's substantive pay point classification.

8.4 SALARY ON ENGAGEMENT, PROMOTION OR TRANSFER

- 8.4.1 A person who is new to the APS or an existing APS employee who is promoted to a job in the NPGA will be paid at the minimum classification unless the Gallery Director approves payment of a higher salary based on experience, qualifications and skills.
- 8.4.2 Unless the Gallery Director determines otherwise, an existing APS employee moving to the NPGA at the same classification level whose current salary exceeds the maximum pay point for that classification will be maintained on that salary until it is absorbed by pay increases at the relevant classification level at which time the employee will move to the next pay point immediately above their current salary, subject to a Meeting Expectations performance rating.
- 8.4.3 Unless the Gallery Director determines otherwise, an existing APS employee moving to the NPG at the same classification level whose current salary level does not match a pay point for that classification will be paid at the next highest pay point for that particular classification.

8.5 SALARY ON REDUCTION

- 8.5.1 If an employee requests, in writing, a temporary re assignment of duties at a lower classification level, the Gallery Director may determine that the employee will be paid at a rate of salary applicable to the lower level for the period specified in the request.
- 8.5.2 If an employee is reduced to a lower classification, the Gallery Director will determine the employee's salary point on the basis of the lower classification.

8.6 FLEXIBLE REMUNERATION PACKAGING

- 8.6.1 Employees have access to flexible remuneration packaging (salary sacrifice), provided that the employees meet any costs incurred by the NPGA.

9 PERFORMANCE

- 9.1 Employees must participate in the Gallery's performance management framework.
- 9.2 The performance management cycle runs from 1 July to 30 June each year.
- 9.3 The Gallery's performance management policy and guidelines set out performance management principles and processes, including the responsibilities, rights and obligations of managers and employees in managing performance.

9.4 UNDER PERFORMANCE

- 9.4.1 Where under performance is identified, the Gallery will work with affected employees and their managers to attain and sustain the performance standards required. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment.
- 9.4.2 Where underperformance is identified, the supervisor and the employee will establish a written plan with short-term goals to address the identified underperformance. The plan would usually be for no less than 3 months and no more than 6 months.

10 SUPERANNUATION CONTRIBUTIONS

- 10.1 The NPGA will make compulsory employer contributions in accordance with the relevant legislation and fund requirements.
- 10.2 Where an employee has chosen an accumulation fund other than the PSSap, the employer contribution will be 15.4% of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
- 10.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- 10.4 The Gallery Director may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the NPGA or its payroll service provider.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 11.1 The Gallery Director and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and the NPGA.
- 11.2 The Gallery Director must ensure that a flexibility arrangement agreed to under this clause:
- a. Is about permitted matters under section 172 of the FW Act;
 - b. Does not include unlawful terms under section 194 of the FW Act;
 - c. Results in the employee being better off overall than if no arrangement was agreed to;
 - d. Is in writing;
 - e. Is signed by both the employee and the Gallery Director and the employee;
 - f. Is able to be terminated by either the employee or the Gallery Director giving not more than 28 days written notice, or at any time by agreement between the employee and the Gallery Director in writing; and
 - g. Is given to the employee within 14 days after it is agreed to.
- 11.3 A flexibility arrangement must be genuinely agreed between the employee and the Gallery Director.

12 ALLOWANCES AND PENALTY PAYMENTS

12.1 HIGHER DUTIES ALLOWANCE

- 12.1.1 An employee who is reassigned duties at a higher classification or who is determined by the Gallery Director to be performing duties at a higher level for a period of 10 consecutive working days or more, inclusive of public holidays will be paid an allowance. The allowance will be equivalent to the difference between the employee's base salary and the base pay point classification of the higher classification or higher pay point as determined by the Gallery Director.
- 12.1.2 An employee who is reassigned duties at a higher level in an SES position for a period of 10 consecutive working days or more, inclusive of public holidays will be remunerated at a level determined by the Director or Chairman.

12.2 MEAL ALLOWANCE

- 12.2.1 Employees who work 2 hours additional time on any normal or rostered day, or four hours on a non work day may be entitled to a meal allowance of \$27.60.

12.3 ON-CALL ALLOWANCE

- 12.3.1 An employee who has been directed to be contactable and available (standing ready) to be called out to perform extra duties will be entitled to payment of an on call allowance at the rate set out below:

<i>Period of Restriction</i>	<i>Allowance</i>
Monday to Friday	7.5 %
Saturday or Sunday	10 %
Public Holiday	15 %

- 12.3.2 The allowance is to be paid for each hour or part of an hour the employee is required to be on call.
- 12.3.3 If an employee is on call and is recalled to duty, that employee will be paid overtime at the rates referred to in Clause 13.5.4 of this agreement.

12.4 RELOCATION ASSISTANCE

- 12.4.1 An employee may be entitled to assistance with reasonable relocation expenses, as determined by the Gallery Director on a case by case basis, having regard to the specific circumstances of the person's employment.

12.5 FIRST AID ALLOWANCE

- 12.5.1 First aid officers appointed by Gallery Management, subject to maintaining a suitable level of qualification will receive a fortnightly allowance of \$32.00.

12.6 FIRE WARDEN ALLOWANCE

- 12.6.1 Fire warden appointed by Gallery Management, subject to maintaining suitable qualifications will receive a fortnightly allowance of \$27.00.

12.7 HARASSMENT CONTACT OFFICER ALLOWANCE

12.7.1 Harassment contact officers, appointed by Gallery Management, subject to maintaining suitable qualifications will receive a fortnightly allowance of \$32.00.

12.8 HEALTH AND SAFETY REPRESENTATIVES

12.8.1 Health and Safety Representatives who are appointed under the NPGA's Health and Safety Management Arrangements, and who hold a certificate from an accredited health and safety training organisation are entitled to a fortnightly allowance of \$32.00.

12.8.2 Employees who undertake more than one of the roles described in clauses 12.5 to 12.8 above will be eligible to receive one allowance payment.

12.9 PROFESSIONAL MEMBERSHIPS

12.9.1 The NPGA may reimburse membership and accreditation fees for memberships of professional bodies that relate to the employee's work and contribute to the achievement of the Gallery's outcomes, subject to Management approval.

12.10 WORK RELATED EXPENSES

12.10.1 Where an employee incurs costs arising directly from the course of their day to day duties these costs will be reimbursed where reasonable and appropriate with Management approval.

12.11 ROSTERED EMPLOYEES

12.11.1 Where for operational reasons the Gallery Director considers that employees are required to work fixed daily hours on a rostered basis, the actual hours of work and rostering arrangements will be determined at the work place. Further information can be found in the Gallery's *Rostered Employees and Commuted Penalty Policy*.

12.11.2 Employees who work on a fixed daily hour roster basis may be paid a percentage of their base salary in lieu of claiming penalty payments for such work. This payment (known as a **commuted penalty payment**) shall be calculated as an annual amount as described in the Gallery's *Rostered Employees and Commuted Penalty Policy*, and paid on a fortnightly basis. Penalty payments are calculated as follows:

- Saturday – time and a half; and
- Sunday – double time; and
- Public Holidays – double time and a half.

12.11.3 The payment will be made during periods of personal leave, annual leave and other paid leave with the exception of long service leave.

12.11.4 Rostered employees who are required to perform duties outside their rostered or fixed hours for that day may elect to be paid overtime or take the equivalent time off in lieu at overtime rates.

12.11.5 Rostered part time employees may work additional days at ordinary rates of pay.

12.11.6 Rostered staff working in excess of 75 hours in a fortnight will be paid at overtime rates for any hours exceeding 75.

13 HOURS OF WORK

13.1 ORDINARY HOURS

13.1.1 Ordinary hours of work in the NPGA are 7 hours and thirty minutes per day (Monday – Friday), within the bandwidth of 7.00am to 7.00pm, which equals 37.5 hours per week or 150 hours per 4 week period.

13.1.2 An employee's ordinary hours are those hours and times, within the agreed bandwidth, that the employee works on a regular basis as agreed with their Manager or supervisor having regard to the Gallery's operational requirements. Every employee must break for at least 30 minutes after 5 hours continuous work.

13.1.3 In recognition of the operations of the Gallery and the occurrence of events held outside of bandwidth hours, employees may at their discretion, work hours to cover these events that will be counted towards ordinary hours.

13.2 UNAUTHORISED ABSENCES

- 13.2.1 Where an employee is absent from work without approval, e.g. without the express approval of their supervisor, or not in accordance with a term of this agreement, the absence will be treated as an “unauthorised absence” and will not count as service for any purpose under this agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the Gallery will seek to recover those amounts.
- 13.2.2 Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the Gallery’s financial management policies.

13.3 FLEX TIME

- 13.3.1 Gallery employees within the APS1 – 6 classifications who do not work on a roster are eligible to access flex time. Those employees will be required to maintain a timesheet which is submitted to the relevant manager or supervisor on a fortnightly basis.
- 13.3.2 Details of the Gallery’s flexitime arrangements as amended from time to time can be found in the *NPGA Flexitime Policy*.
- 13.3.3 Gallery employees who have a flex credit of 37.5 hours will be actively encouraged to reduce flex credits to a reasonable level as soon as practicable.

13.4 TIME OFF IN LIEU (TOIL)

- 13.4.1 Executive Level employees will have reasonable access to TOIL as agreed with the Gallery Director. Further information is available in the *NPGA TOIL policy*.
- 13.4.2 Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the Gallery Director, or when on call (restricted).

13.5 OVERTIME

- 13.5.1 Subject to section 62 of the *Fair Work Act 2009*, an employee may be directed to perform overtime. An employee may refuse to perform additional hours, for reasons including but not limited to where the hours are unreasonable, the employee’s personal circumstances, amount of notice provided, health and safety or the nature of the employee’s role.
- 13.5.2 Overtime, once directed, is work performed:
- outside the employee’s ordinary span of work hours on a day between Monday to Friday;
 - within the ordinary span of hours of work hours, but outside the number of ordinary hours of work the employee would work on a day;
 - on a Saturday, Sunday or Public Holiday.
- 13.5.3 To qualify for overtime payments there must be:
- a formal direction given to the employee to perform the work before the work is performed.
- 13.5.4 An employee cannot claim flex time and also receive an overtime payment in respect of the same hours. An employee should have a break of least 8 hours between finishing the extra duty and commencing work again. The rates payable for overtime are as follows:
- Monday to Sunday – time and a half; and
 - Public Holidays – double time and a half.
- The rate of overtime includes any allowances being paid as salary.
- 13.5.5 An employee who is at home, not on call and is recalled to work with no notice is entitled to be paid for travel time to and from work for the event, as well as double time for the call out period they are required to be in attendance.
- 13.5.6 An EL employee who works directed overtime may agree with their manager to take an agreed period of TOIL in lieu of payment for overtime performed.

13.6 FLEXIBLE WORK ARRANGEMENTS

- 13.6.1 An employee may request flexible work hours or arrangements to accommodate family and personal circumstances. Gallery Management will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal. Flexible arrangements guidance can be found in the Gallery’s *Flexible Work Arrangements Policy*.

13.7 PART TIME EMPLOYMENT AND JOB SHARING

13.7.1 A part time employee is one whose ordinary hours of work are less than 150 hours over a 4 week period. Employees who job share will be classed as part time. All part time and job sharing work arrangements will be subject to agreement between the employee and the Gallery Director and will be reviewed at least annually.

13.7.2 Remuneration and other employment conditions for part time staff are calculated on a pro rata basis. For allowances of a reimbursement nature, part time employees receive the same amount as full time employees.

13.8 IRREGULAR OR INTERMITTENT (CASUAL) EMPLOYMENT

13.8.1 If an employee is engaged for duties that are irregular or intermittent, the employee is to receive a 20% per cent loading in lieu of paid leave and public holidays with the exception of long service leave and public holidays worked. Irregular or intermittent employees will also have access to personal/carer's leave and compassionate leave on an unpaid basis.

14 LEAVE

14.1 PORTABILITY OF LEAVE

14.1.1 Where an employee moves into the NPGA (including on promotion or for an agreed period) from another Agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.

14.1.2 Where an employee is engaged in the Gallery 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 (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.

14.1.3 For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999*
- 'Parliamentary Service' refers to engagement under the *Parliamentary Services Act 1999*.

14.2 ANNUAL LEAVE

14.2.1 An employee is entitled to 4 weeks annual leave in accordance with the *National Employment Standards (NES)*.

14.2.2 A rostered worker regularly working Sundays is entitled to two hundred and twenty five (225) minutes per day additional leave for every Sunday worked up to an additional five (5) days annual leave per year.

14.2.3 Annual leave counts as service for all purposes. Annual leave accrues progressively and accumulates from year to year.

14.2.4 An employee with 40 days or less of accrued annual leave credit may take some or all of his or her annual leave on half pay, subject to approval. Accrued leave will be deducted at half the rate for the period of absence. A minimum of 5 consecutive days must be taken to access leave at half pay.

14.2.5 Where an employee has an accrued annual leave balance of 40 days or greater, the employee and their manager should agree on a strategy to reduce the employee's accrued annual leave balance to 30 days or less.

14.2.6 Where agreement on a strategy to reduce leave cannot be reached, the employee may be directed by the Gallery Director in writing to take leave at a specified time in accordance with s. 236(6) of the *Fair Work Act 2009*.

14.3 CASHING OUT OF ANNUAL LEAVE

14.3.1 Employees are able to cash out annual leave in accordance with the following:

- paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than 4 weeks of accrued annual leave; and
- each cashing out of annual leave must be by a separate agreement in writing between the employer and the employee; and
- the employee must have taken at least an equivalent amount of annual leave in the previous 12 month period they are seeking to cash out; and

- the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

14.4 PURCHASED LEAVE

- 14.4.1 Employees are able to purchase four (4) weeks additional leave per calendar year subject to operational requirements and with approval of the Gallery Director. Employees are required to repay to the NPGA over a 12 month agreed period the cost of the purchased leave.

14.5 CANCELLED LEAVE

- 14.5.1 If an employee's approved leave is cancelled, the employee will be re credited with the amount of leave cancelled and reimbursed for reasonable costs incurred. If an employee is recalled to duty the employee will be re credited with a period equivalent to the ordinary hours worked and reimbursed for any reasonable costs incurred.

14.6 RE-CREDITING OF LEAVE

- 14.6.1 In accordance with the provisions of section 89(2) of the *Fair Work Act 2009* an employee who becomes eligible for another form of non-discretionary leave while on annual or long service leave may apply for the non-discretionary leave and have the equivalent period of annual or long service leave period re-credited. Applications for a substitute leave must be supported by reasonable evidence. Further information can be found in the *NPGA Annual Leave Policy*.

14.7 PERSONAL/CARER'S LEAVE

- 14.7.1 An employee is entitled to 18 day's personal/carer's leave that accrues progressively and accumulates from year to year.
- 14.7.2 Personal/carer's leave is available when the employee is not fit for work because of a personal injury or personal illness affecting the employee. An employee is also able to take personal/carer's leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
- a personal illness or personal injury, affecting the member; or
 - an unexpected emergency affecting the member
- 14.7.3 An employee is required to provide evidence to be entitled to paid personal/carer's leave, where:
- a. The employee is absent from work for a period of 3 or more consecutive days, and/or
 - b. The employee has taken 18 days or more paid personal/carer's leave in a 12 month period, for any absence taken during the remainder of that year.
- 14.7.4 If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate.
- 14.7.5 The Gallery Director may also, in writing, require an employee to provide evidence for personal/carer's leave in other circumstances.
- 14.7.6 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as an unauthorised absence.

14.8 UNPAID CARER'S LEAVE

- 14.8.1 An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- 14.8.2 Unpaid carer's leave is only available after an employee has exhausted all paid personal/carer's leave.

14.9 COMPASSIONATE LEAVE

- 14.9.1 An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
- contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.

14.9.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- to spend time with the family member of the employee's immediate family or household who has contracted or developed the personal illness, or the personal injury; or
- after the death of the member of the employee's immediate family or household.

14.9.3 Compassionate leave may be accessed for a permissible occasion as:

- a single continuous 3 day period; or
- 3 separate periods of 1 day each; or
- any separate periods to which the employee and the Gallery Director have agreed.

14.10 MATERNITY AND PARENTAL LEAVE

14.10.1 Pregnant employees are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).

14.10.2 Pregnant employees are provided with an additional 2 weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave provided by the ML Act.

14.10.3 Employees who adopt or permanently foster a child and who are the primary caregiver for that child are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the ML Act.

14.10.4 Employees are entitled to parental leave for adoption or permanent foster care when that child:

- a. Is under 16 years of age;
- b. Has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
- c. Is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.

14.10.5 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 permanent foster care purposes.

14.10.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread for a longer period, only half of the total weeks of the leave period will count as service.

14.10.7 In accordance with section 70 of the *Fair Work Act*, employees who are otherwise not entitled to leave under the ML Act or clause 14.10.3 above and who have, or will have, responsibility for the care of their child, are entitled to unpaid Parental leave of up to 12 months. The entitlement for such leave is subject to the employee having completed 12 months' continuous service.

14.10.8 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.

14.10.9 Unpaid maternity or parental leave will not count as service for any purpose.

14.10.10 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

14.11 SUPPORTING PARTNER/OTHER PRIMARY CAREGIVER LEAVE

14.11.1 Employees who are not otherwise entitled to paid maternity or parental leave under the ML Act or this agreement are entitled to 4 weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.

- 14.11.2 This leave is to be taken immediately following the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas closedown) falls during a period of leave provided by this clause.
- 14.11.3 Documentary evidence as outlined in clause 14.10.5, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.
- 14.11.4 This paid leave will count as service for all purposes.

14.12 PUBLIC HOLIDAYS

- 14.12.1 Employees are entitled to the following public holidays:
- New Year's Day (1 January);
 - Australia Day (26 January);
 - Good Friday;
 - Easter Monday;
 - Anzac Day (25 April);
 - The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - Christmas Day (25 December);
 - Boxing Day (26 December);
 - Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
 - 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.
 - The Gallery Director 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.
 - An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
 - Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

14.13 CHRISTMAS CLOSEDOWN

- The NPGA will close its administrative operations from close of business on the last working day before Christmas, resuming on the first working day after New Year's Day.
- 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. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave.
- There will be no deduction from Annual or Personal/Carer's leave credits for the closedown days.
- Where an employee is recalled to work during the Christmas closedown period the employee will receive the equivalent amount of toil off in lieu or flex time credit.

14.14 LONG SERVICE LEAVE

- An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- The minimum period during which long service leave will be granted is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

14.15 LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE OR CADET FORCE OBLIGATIONS

- An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
 - An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 14.15.1 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 14.15.2 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes ‘Cadet Force’ means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 14.15.3 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave accrual.

14.16 COMMUNITY SERVICE LEAVE

- 14.16.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if, the period consists of one or more of the following:
- time when the employee engages in the activity;
 - reasonable travelling time associated with the activity;
 - reasonable rest time immediately following the activity; and
 - unless the activity is jury service the employee’s absence is reasonable in all circumstances.
- 14.16.2 Each of the following is an eligible community service activity:
- jury service that is required by a law of the Commonwealth, a State or a Territory; or
 - a voluntary emergency management activity.
- 14.16.3 An employee engages in a voluntary emergency management activity if and only if:
- the employee engages in the activity that involves dealing with an emergency or natural disaster
 - the employee engages in the activity on a voluntary basis; and
 - the employee is a member of, or has a member like association with, a recognised emergency management body; and
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that the request would have been made.
- 14.16.4 Community service personnel are also entitled to both paid and unpaid leave for emergency services duties encompassing leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.
- 14.16.5 An employee who participates in a community service activity recognised above is able to claim payment for up to 5 days per year, not accruable, at the employee’s ordinary rate of pay. This is subject to the NES.

14.17 STUDY LEAVE AND ASSISTANCE

The Gallery Director may grant paid or unpaid leave, or financial assistance, to an employee for the purpose of study relevant to his or her employment at the NPGA. For more information about study leave and assistance, employees should consult the *NPGA Study Assistance Policy*.

14.18 MISCELLANEOUS LEAVE

The Gallery Director may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement and having regard to operational requirements, as described in the Gallery’s *Miscellaneous Leave Policy*.

14.19 NATIONAL ABORIGINAL AND ISLANDER DAY OBSERVATION COMMITTEE (NAIDOC) WEEK LEAVE

Paid leave of up to 5 days per calendar year will be approved by the Director for employees of Aboriginal or Torres Strait Island descent to attend NAIDOC Week functions or other relevant cultural events, or to attend to Indigenous community organisation business.

14.20 LEAVE WITHOUT PAY

With the exception of the legislated requirements of long service leave, where an employee is absent on leave without pay for a period of 30 days or greater this leave is not to count as service for any purpose. Further information on leave is available in the NPGA's leave guidelines.

15 CONSULTATION

NPGA values effective staff consultation. Consistent with this aim, NPGA is committed to genuine consultation with employees and, where they choose, their representatives, on matters affecting their employment.

15.1 CONSULTATION TERM

15.1.1 This term applies if the employer:

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

15.2 MAJOR CHANGE

15.2.1 For a major change referred to in paragraph 15.1.1:

- a. The employer must notify the relevant employees of the decision to introduce the major change; and
- b. Sub-clauses 15.2.2 to 15.2.8 apply.

15.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

15.2.3 If:

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

15.2.4 As soon as practicable after making its decision, the employer must:

- a. discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion — provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.

15.2.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

15.2.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

15.2.7 If a term in the agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clauses 15.2.1(a), 15.2.2 and 15.2.4 are taken not to apply.

- 15.2.8 In this term, a major change is likely to have a significant effect on employees if it results in:
- the termination of the employment of employees; or
 - major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - the alteration of hours of work; or
 - the need to retrain employees; or
 - the need to relocate employees to another workplace; or
 - the restructuring of jobs.

15.3 CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 15.3.1 For a change referred to in paragraph 15.1.1(b):
- The employer must notify the relevant employees of the proposed change; and
 - Sub-clauses 15.3.2 to 15.3.6 apply.
- 15.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 15.3.3 If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 15.3.4 As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion – provide the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
 - information about any matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 15.3.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.3.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 15.3.7 In this term, relevant employees mean the employees who may be affected by change referred to in sub clause 15.1.

16 CONSULTATIVE COMMITTEE

- 16.1 The Gallery will establish and maintain an Employee Consultative Committee (ECC) for the life of the Agreement. The ECC will be chaired by the Director or his/her representative and comprise of:
- employees and/or their elected representatives; and
 - management representatives.
- The operation of which shall be described in the ECC Terms of Reference. As required, from time to time, any changes to the ECC Terms of Reference will be consulted and agreed by the ECC.
- 16.2 The Gallery Director will undertake reasonable consultation with NPGA employees where an amendment to policies that support the operation of the Enterprise Agreement is proposed.

17 RESOLUTION OF DISPUTES – ENTERPRISE AGREEMENT

- 17.1 If a dispute relates to a matter arising under the agreement or the NES this term sets out procedures to settle the dispute.
- 17.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 17.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 17.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 17.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a. 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
 - b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - 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.
- 17.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 17.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

18 TERMINATION OF EMPLOYMENT

18.1 TERMINATION BY EMPLOYEE

- 18.1.1 An employee may terminate his or her employment at any time by giving a minimum of two weeks' notice in writing to his or her supervisor.

18.2 TERMINATION OF EMPLOYMENT BY THE NPG

- 18.2.1 The NPG may terminate an employee's employment by providing the amount of notice required to comply with the table in section 117(3) of the *Fair Work Act 2009*. Nothing in this agreement prevents management from terminating the employment of an employee for serious misconduct, without further notice or payment in-lieu, in accordance with sub-section 123 (1) (b) of the *Fair Work Act 2009*, subject to the compliance with the procedures established by management for determining whether an employee has breached the APS code of conduct under section 15 of the *Public Service Act 1999*.

19 REDEPLOYMENT, REDUCTION AND RETRENCHMENT

19.1 EXCESS EMPLOYEES - COVERAGE

19.1.1 The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.

19.2 DEFINITIONS

19.2.1 Excess employee: An employee is an excess employee if:

- the employee is included in a class of employees employed in the NPGA, which class comprises a greater number of employees than is necessary for the efficient and economical working of the NPGA;
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the NPG or changes in the nature, extent or organisation of the functions of the NPGA; or
- 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 management has determined that the provisions of this clause apply to that employee.

19.3 CONSULTATION

19.3.1 Where management considers there is likely to be a need to identify employees as excess, he/she will, as soon as practicable, advise the employees of the situation in writing, and offer to hold discussions with those employees, to consider:

- actions that might be taken to reduce the likelihood of the employees becoming excess;
- redeployment opportunities for the employees within the NPGA or another APS Agency;
- the possibility of retrenchment with the payment of a redundancy benefit; and
- an employee may choose to be represented in any such discussions.

19.3.2 This consultation period will extend for at least a 4 week period, but may be reduced with the written agreement of the employee.

19.4 CONSIDERATION BY EXCESS EMPLOYEES

19.4.1 Where management decides an employee is excess to the NPGA's requirements, management will:

- advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
- ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements; and
- Reimburse the employee up to \$750 for expenses incurred in seeking financial advice.

19.4.2 Where Gallery Management invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 weeks in which to notify management of his or her decision (the consideration period). Where the employee elects for retrenchment management may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.

19.4.3 The consideration period can be reduced by agreement between the employee and management. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination.

19.4.4 Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

19.5 REDUNDANCY BENEFIT

19.5.1 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by Gallery Management under s.29 of the *Public Service Act 1999* on the grounds that he /she is excess to the requirements of the NPGA, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro- rata payment for

completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

19.5.2 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.

19.5.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service (refer 'rate of payment' sub-clause), subject to any minimum amount the employee is entitled to under the NES.

19.6 NOTICE OF TERMINATION

19.6.1 Where the employment of an excess employee is to be terminated under s.29 of the PS Act on excess grounds, Gallery Management will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).

19.6.2 Where an employee's employment 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.

Note: s.117 of the *Fair Work Act 2009* has obligations in relation to payments in lieu of notice.

19.6.3 Service for redundancy pay purposes: The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:

- service in a Public Service organisation APS Agency;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation (due to the marriage bar under the *Public Service Act 1922*) if service has not previously been recognised for redundancy pay purposes;

service in another organisation where:

- an employee was transferred from the APS to that organisation with a transfer of function; or
- an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
- such function is recognised for long service leave purposes.

19.6.4 For earlier periods of service to count there must be no breaks between the periods of service*, except where:

- the break in service is less than 4 weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

* this is also subject to the transfer of business rules under Part 2-8 of the FW Act.

19.6.5 Any period of service which ceased by way of:

- any of the grounds for termination specified in s.29 of the *Public Service Act 1999* (including any additional grounds prescribed in the PS Regulations);
 - on a ground equivalent to any of these grounds;
 - through voluntary retirement at or above the minimum retiring age applicable to the employee;
 - with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;
- will not count as service for redundancy pay purposes.

Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

19.7 RATE OF PAYMENT FOR REDUNDANCY BENEFIT

19.7.1 For the purposes of calculating any payment for a redundancy benefit, salary will include:

- the employee's salary at the substantive work value level,
- the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment,
- other allowances in the nature of salary which are paid during periods of Annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty,
- roster penalties – where applicable.

19.7.2 Where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, the 2 weeks per year of service that relates to the part-time service will be paid on pro-rata basis as follows:

- current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.

19.8 RETENTION PERIOD

19.8.1 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:

- 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
- 30 weeks for all other employees.
- If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

19.8.2 The retention period will commence on the day management advises the employee in writing that they are an excess employee.

19.8.3 During the retention period management:

- will continue to take reasonable steps to find alternative employment for the excess employee; and
- may, with four weeks' notice, reassign duties at a lower APS classification to the excess employee
- where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in sub-clause 19.8.1.

19.8.4 The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by medical evidence) taken during the retention period (calculated in accordance with clauses 1 and 2).

19.8.5 Management may allow the excess employee to access the services of a redeployment assistance provider to the value of \$750.

19.8.6 It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.

19.8.7 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

19.8.8 Where an excess employee is required to move the employee's household to a new locality management may approve reasonable expenses where these expenses are not met by the prospective employer.

19.8.9 Where management is satisfied that there is insufficient productive work available for the employee within the NPG during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:

- management may terminate the employee's employment under s.29 of the *Public Service Act 1999*; and upon termination, the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened for the National Employment Standards under sub-clause 19.8.1) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
- the employee's NES entitlement to redundancy pay.

19.9 INVOLUNTARY TERMINATION OF EMPLOYMENT AT THE CONCLUSION OF THE RETENTION PERIOD

- 19.9.1 In accordance with s.29 of the *Public Service Act 1999*, management may involuntarily terminate the employment of an excess employee at the end of the retention period.
- 19.9.2 An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 19.5. Wherever possible, this notice period will be concurrent with the retention period.
- 19.9.3 An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment but management has refused to approve it.

20 DEFINITIONS

In this agreement:

Approved classification means an approved classification under the *Public Service Classification Rules 2000*.

APS means a person employed under the *Australian Public Service Act 1999*.

Classification Rules has the same meaning as in the *Public Service Act 1999*.

Commencement date means the date on which this agreement commences.

Double time and a half means the employee rate of salary times 2.5.

Employee means an employee to whom this agreement applies.

FWC means the Fair Work Commission.

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

Gallery Director means the Agency Head of the National Portrait Gallery of Australia.

Gallery Management means the Gallery Director and his/her Executive Managers where so delegated.

Management means the Gallery Director and his/her Executive managers where so delegated.

NES means National Employment Standards.

Non-ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

NPG or NPGA means the National Portrait Gallery of Australia.

Ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

Ordinary hours of work has the meaning given by clause 13.1.2.

Ordinary span of work hours has the meaning given by clause 13.1.1.

Parliamentary Service refers to employment under the *Parliamentary Service Act 1999*.

Part-time employee means an employee whose ordinary hours of duty amount to less than 76 hours over 2 weeks, other than an employee eligible for a loading for performing duties that are intermittent or irregular.

Pay point for an employee, means the pay point described in Schedule 1 at which salary is payable to the employee.

Public holiday has the meaning given by clause 14.12.

Salary means the salary rate payable to an employee under Schedule 1 is the employee's salary for all purposes and is not affected for any purpose by the employee's participation in a variable purchased leave arrangement or an election to sacrifice salary for non-monetary benefits.

SES employee has the same meaning as in the *Public Service Act 1999*.

21 SCHEDULE 1: SALARY TABLE

<i>Current level</i>	<i>Current rate</i>	<i>New level</i>	<i>New rate</i>	<i>On com (2.0%)</i>	<i>12 months (2.0%)</i>	<i>24 months (2.0%)</i>
1.1	\$43,963	1.1	\$43,963	\$44,842	\$45,739	\$46,654
1.2	\$45,438	1.2	\$45,438	\$46,347	\$47,274	\$48,219
1.3	\$46,668	1.3	\$46,983	\$47,923	\$48,881	\$49,859
1.4	\$48,585	1.4	\$48,585	\$49,557	\$50,548	\$51,559
2.1	\$49,752	2.1	\$49,752	\$50,747	\$51,762	\$52,797
2.2	\$51,122	2.2	\$51,122	\$52,144	\$53,187	\$54,251
2.3	\$52,463	2.3	\$52,463	\$53,512	\$54,583	\$55,674
2.4	\$53,827	2.4	\$53,827	\$54,904	\$56,002	\$57,122
3.1	\$55,558	3.1	\$55,558	\$56,669	\$57,803	\$58,959
3.2	\$56,999	3.2	\$56,999	\$58,139	\$59,302	\$60,488
3.3	\$58,447	3.3	\$58,447	\$59,616	\$60,808	\$62,024
3.4	\$59,960	3.4	\$59,960	\$61,159	\$62,382	\$63,630
4.1	\$61,917	4.1	\$61,917	\$63,155	\$64,418	\$65,707
4.2	\$63,885	4.2	\$63,589	\$64,861	\$66,158	\$67,481
4.3	\$65,550	4.3	\$65,369	\$66,677	\$68,010	\$69,370
4.4	\$67,229	4.4	\$67,229	\$68,574	\$69,945	\$71,344
5.1	\$67,635	5.1	\$68,922	\$70,301	\$71,707	\$73,141
5.2	\$69,767	5.2	\$70,659	\$72,072	\$73,513	\$74,984
5.3	\$71,716	5.3	\$72,439	\$73,887	\$75,365	\$76,872
5.4	\$74,263	5.4	\$74,263	\$75,748	\$77,263	\$78,808
6.1	\$76,854	6.1	\$76,854	\$78,391	\$79,959	\$81,558
6.2	\$80,373	6.2	\$79,351	\$80,938	\$82,557	\$84,208
6.3	\$82,488	6.3	\$81,929	\$83,568	\$85,239	\$86,944
6.4	\$85,514	6.4	\$84,591	\$86,283	\$88,008	\$89,769
6.5	\$87,611	6.5	\$87,339	\$89,086	\$90,868	\$92,685
6.6	\$90,177	6.6	\$90,177	\$91,981	\$93,820	\$95,697
EL1.1	\$95,481	EL1.1	\$95,481	\$97,391	\$99,338	\$101,325
EL1.2	\$98,664	EL1.2	\$98,664	\$100,637	\$102,650	\$104,703
EL1.3	\$101,847	EL1.3	\$101,847	\$103,884	\$105,962	\$108,081
EL1.4	\$105,029	EL1.4	\$105,029	\$107,130	\$109,272	\$111,458
EL1.5	\$109,273	EL1.5	\$108,600	\$110,772	\$112,987	\$115,247
EL1.6	\$112,455	EL1.6	\$112,455	\$114,704	\$116,998	\$119,338
EL2.1	\$113,517	EL2.1	\$116,127	\$118,450	\$120,819	\$123,235
EL2.2	\$116,127	EL2.2	\$119,120	\$121,502	\$123,932	\$126,411
EL2.3	\$118,821	EL2.3	\$122,189	\$124,633	\$127,126	\$129,668
EL2.4	\$123,065	EL2.4	\$125,338	\$127,845	\$130,402	\$133,010
EL2.5	\$127,564	EL2.5	\$128,568	\$131,139	\$133,762	\$136,437
EL2.6	\$131,883	EL2.6	\$131,883	\$134,521	\$137,211	\$139,955

FORMAL ACCEPTANCE OF THE AGREEMENT

By signing below, the persons and organisation covered by the agreement signify their acceptance of its terms and conditions.



.....
Gallery Director
Angus Trumble

Date: 15/5/2017

Address: NATIONAL PORTRAIT GALLERY/
King Edward Terrace
PARKES ACT 2601



.....
Employee bargaining representative

Name: PAULINE MCCREATH

Date: 15-5-2017

Address: NATIONAL PORTRAIT GALLERY
King Edward Terrace
PARKES ACT 2601



.....
Bargaining representative for the
Community and Public Sector Union

Name: BETH VINCENT-PIETSCH

Date: 18/5/17

Address: CPSU
40 BRISBANE AV
BARTON ACT
2600

APPENDIX 1: UNDERTAKING FOR ATTACHMENT TO NATIONAL PORTRAIT GALLERY
ENTERPRISE AGREEMENT 2017-2020

APS LEVEL 1 EMPLOYEES

None of the Gallery's APS Level 1 employees are required to work a Saturday and Sunday in any given week.

A handwritten signature in black ink, appearing to read 'Angus Trumble', with a horizontal line extending to the right.

Angus Trumble
Director
National Portrait Gallery
6 July 2017

APPENDIX 2: SCHEDULE 2.2—MODEL FLEXIBILITY TERM (Regulation 2.o8)

MODEL FLEXIBILITY TERM

- 1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a the agreement deals with 1 or more of the following matters:
 - i arrangements about when work is performed;
 - ii overtime rates;
 - iii penalty rates;
 - iv allowances;
 - v leave loading; and
 - b the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c the arrangement is genuinely agreed to by the employer and employee.
- 2 The employer must ensure that the terms of the individual flexibility arrangement:
 - a are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c result in the employee being better off overall than the employee would be if no arrangement was made.
- 3 The employer must ensure that the individual flexibility arrangement:
 - a is in writing; and
 - b includes the name of the employer and employee; and
 - c is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d includes details of:
 - i the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii how the arrangement will vary the effect of the terms; and
 - iii how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e states the day on which the arrangement commences.
- 4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5 The employer or employee may terminate the individual flexibility arrangement:
 - a by giving no more than 28 days written notice to the other party to the arrangement; or
 - b if the employer and employee agree in writing – at any time.



Public Service (Subsection 24(1)—National Portrait Gallery of Australia Non-SES Employees) Determination 2020/1

I, Karen Quinlan, Director for the National Portrait Gallery of Australia make the following Determination.

Dated 22 / 6 2020

Ms Karen Quinlan

Director



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1 Name

This Determination is the *Public Service (Subsection 24 (1) - National Portrait Gallery of Australia Non-SES Employees) Determination 2020*.

2 Commencement

This Determination commences on the date that it is signed by the Director.

3 Authority

This Determination is made under subsection 24(1) of the *Public Service Act 1999*.

4 Application

This Determination applies to non-SES employees employed by the National Portrait Gallery of Australia under the provisions of the *Public Service Act 1999* and who are covered by the National Portrait Gallery of Australia Enterprise Agreement 2017-2020.

5 Definitions

COVID-19 Determination means the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* made under subsection 24(3) of the *Public Service Act 1999*.

Employee means a non-SES employee who is employed by the National Portrait Gallery of Australia under the *Public Service Act 1999* and is covered by the Enterprise Agreement.

Enterprise Agreement means the enterprise agreement approved by the Fair Work Commission on 10 July 2017 and known as the National Portrait Gallery of Australia Enterprise Agreement 2017-2020.

6 Purpose

The purpose of this Determination is to provide employees with increases to their existing salary for which they are eligible under the terms of the Enterprise Agreement.

7 Period of operation

This Determination is in force for the period:

- (a) beginning at the start of the day this Determination commences; and
- (b) ending at the earlier of the following:
 - (i) the start of the day that an enterprise agreement made in accordance with the *Fair Work Act 2009* that covers the employees and replaces the Enterprise Agreement commences operation;
 - (ii) the start of the day that another determination under subsection 24(1) of the *Public Service Act 1999* that applies to the employees and expressly revokes this Determination comes into force.

8 Annual salary increases

- (1) Employees will receive increases to their salary payable under the Enterprise Agreement as follows:
 - (a) 2% increase in salary, payable from 17 July 2020;
 - (b) 2% increase in salary, payable from 17 July 2021; and
 - (c) 2% increase in salary, payable from 17 July 2022.
- (2) Each increase is to be calculated based on the salary immediately before the increase.
- (3) Schedule 1 has effect.

Note: Schedule 1 sets out the salaries that are payable to employees under the Enterprise Agreement consistent with this Determination.

Note: The COVID-19 Determination has the effect of deferring the 17 July 2020 salary increase until 17 January 2021.

9 Entitlements under Commonwealth laws not affected by this Determination

This Determination operates in conjunction with all relevant Commonwealth Acts (including regulations and instruments made under those Acts).

Schedule 1—Salaries

Note: See subsection 8(3).

Note: The COVID-19 Determination has the effect of deferring the 17 July 2020 salary increases in this Schedule until 17 January 2021.

1. Broadband and classification or local designation	2. Pay points	3. Pre-Determination Salary	4. Salary from (\$) 17 July 2020	5. Salary (\$) from 17 July 2021	6. Salary (\$) from 17 July 2022
APS 1.1	1.1	\$46,654	\$47,587	\$48,539	\$49,510
APS 1.2	1.2	\$48,219	\$49,183	\$50,167	\$51,170
APS 1.3	1.3	\$49,859	\$50,856	\$51,873	\$52,911
APS 1.4	1.4	\$51,559	\$52,590	\$53,642	\$54,715
APS 2.1	2.1	\$52,797	\$53,853	\$54,930	\$56,029
APS 2.2	2.2	\$54,251	\$55,336	\$56,443	\$57,572
APS 2.3	2.3	\$55,674	\$56,787	\$57,923	\$59,082
APS 2.4	2.4	\$57,122	\$58,264	\$59,430	\$60,618
APS 3.1	3.1	\$58,959	\$60,138	\$61,341	\$62,568
APS 3.2	3.2	\$60,488	\$61,698	\$62,932	\$64,190
APS 3.3	3.3	\$62,024	\$63,264	\$64,530	\$65,820
APS 3.4	3.4	\$63,630	\$64,903	\$66,201	\$67,525
APS 4.1	4.1	\$65,707	\$67,021	\$68,362	\$69,729
APS 4.2	4.2	\$67,481	\$68,831	\$70,207	\$71,611
APS 4.3	4.3	\$69,370	\$70,757	\$72,173	\$73,616
APS 4.4	4.4	\$71,344	\$72,771	\$74,226	\$75,711
APS 5.1	5.1	\$73,141	\$74,604	\$76,096	\$77,618
APS 5.2	5.2	\$74,984	\$76,484	\$78,013	\$79,574
APS 5.3	5.3	\$76,872	\$78,409	\$79,978	\$81,577
APS 5.4	5.4	\$78,808	\$80,384	\$81,992	\$83,632
APS 6.1	6.1	\$81,558	\$83,189	\$84,853	\$86,550
APS 6.2	6.2	\$84,208	\$85,892	\$87,610	\$89,362
APS 6.3	6.3	\$86,944	\$88,683	\$90,457	\$92,266
APS 6.4	6.4	\$89,769	\$91,564	\$93,396	\$95,264
APS 6.5	6.5	\$92,685	\$94,539	\$96,429	\$98,358
APS 6.6	6.6	\$95,697	\$97,611	\$99,563	\$101,554
EL 1.1	EL 1.1	\$101,325	\$103,352	\$105,419	\$107,527
EL 1.2	EL 1.2	\$104,703	\$106,797	\$108,933	\$111,112
EL 1.3	EL 1.3	\$108,081	\$110,243	\$112,447	\$114,696
EL 1.4	EL 1.4	\$111,458	\$113,687	\$115,961	\$118,280
EL 1.5	EL 1.5	\$115,247	\$117,552	\$119,903	\$122,301
EL 1.6	EL 1.6	\$119,338	\$121,725	\$124,159	\$126,642
EL 2.1	EL 2.1	\$123,235	\$125,700	\$128,214	\$130,778
EL 2.2	EL 2.2	\$126,411	\$128,939	\$131,518	\$134,148
EL 2.3	EL 2.3	\$129,668	\$132,261	\$134,907	\$137,605
EL 2.4	EL 2.4	\$133,010	\$135,670	\$138,384	\$141,151
EL 2.5	EL 2.5	\$136,437	\$139,166	\$141,949	\$144,788
EL 2.6	EL 2.6	\$139,955	\$142,754	\$145,609	\$148,521

Public Service (Subsection 24(1) – National Portrait Gallery of Australia Non SES Employees) Determination 2020

NOTES

