



Museum Victoria Staff Partnership Agreement 2009

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PART 1 – INTRODUCTION

1 Title

1.1 This Agreement shall be known as the Museum Victoria Staff Partnership Agreement 2009.

1.2 Application of Agreement and Parties Bound

1.2.1 This Agreement is made under s172(2)(a) of the *Fair Work Act 2009* between the Museums Board of Victoria ("*Museum Victoria*") and its Non-Executive Employees ("*the Employees*").

1.2.2 This Agreement applies to and is binding on:

- (a) Museum Victoria in respect of all Employees;
- (b) all Employees; and
- (c) an employee organisation who makes application to Fair Work Australia under s183(1) of the *Fair Work Act 2009* to be covered by this Agreement.

1.3 Duration of Agreement

1.3.1 This Agreement will commence operation seven days after it is approved by Fair Work Australia and will have a nominal expiry date of 30 June 2011.

1.3.2 Museum Victoria agrees to commence discussions with the Employees and their nominated representatives regarding a new enterprise agreement that a bargaining period has commenced no later than six months prior to the nominal expiry date of this Agreement.

1.4 No Extra Claims

1.4.1 It is agreed that no further claims will be made during the term of this Agreement. We reaffirm our commitment to consultation and to resolving issues without resorting to industrial action.

1.5 Agreement Aims

1.5.1 The aims of the Agreement are to:

- (a) Enhance and clarify conditions of employment for Museum Victoria employees
- (b) Deliver improved salary outcomes for Museum Victoria employees over the life of the Agreement
- (c) Contribute to improving Museum Victoria operational efficiency and the achievement Strategic Objectives
- (d) Maintain and strengthen the strong working relationship between Museum Victoria, its employees and their nominated representatives.

1.6 Museum Victoria Initiatives

1.6.1 The Parties recognise the importance of Museum Victoria implementing initiatives that improve employee conditions, the visitor experience and the overall sustainability of Museum Victoria's operations. To this end the Parties acknowledge and agree to work together towards the achievement of the following initiatives within the period of the Agreement:

- (a) **Customer service initiatives** that enhance the visitor experience, the customer service focus of all staff and the continued professional development of customer service staff.

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- (b) **Environmental sustainability initiatives** that reduce energy costs and improve environmental sustainability through the commitment of Museum Victoria and its staff to review and improve work processes and systems.
- (c) **Innovation and operational efficiency initiatives** that improve Museum Victoria operations, visitor experience and Museum practice. These initiatives will be developed through a series of operational reviews and continuous improvement processes.
- (d) **Improving the commercial operations** of Museum Victoria through initiatives developed as a result of delivering training, reviewing business operations and developing improved commercial business plans.
- (e) **Indigenous employment and career development initiatives.** Museum Victoria will develop an Indigenous Employment and Career Development Strategy for 2009-2012 in consultation with MV staff, nominated staff representatives and key stakeholders.

1.7 Agreement Commitments

1.7.1 Both Museum Victoria and its Employees have identified matters that require considerable time to enable a proper consideration of the associated issues, as well as any subsequent development and implementation of any agreed outcomes.

1.7.2 As such, over the life of this Agreement, Museum Victoria, in consultation with the representative/s nominated by the affected Employee/s, will review the following:

- (a) **An Adaptive Classification Structure** for those staff who are employed in an area traditionally covered by a trade qualification. Museum Victoria agrees to commence this process within six months from the commencement of the Agreement, with the intent being the agreed outcomes of the review be implemented in the next Agreement or earlier if agreed by the relevant parties. This does not prevent an Employee in this class of role from seeking a classification review in accordance with **Clause 5.3.3 (Classification Review)**.
- (b) **The use of Pre-retirement Contracts** as a legitimate reason for the use of fixed-term employment. While this is a commitment and subject to agreement by the relevant parties, it is agreed that if an Employee approaches the Employer about a pre-retirement contract, the Employer may agree to provide a Fixed-term contract to that Employee, following full written disclosure of the terms of the contract to the affected Employee and their nominated representative.

1.8 Our Commitment to Reconciliation

Museum Victoria recognises it plays an important role in the repository of the cultural heritage of Australia's Indigenous peoples which has formed a unique relationship between the Museum and Indigenous communities.

Owing to this relationship, Museum Victoria and its staff have developed a strong commitment to the achievement of reconciliation between the Indigenous and non-Indigenous peoples of our nation. Museum Victoria seeks to pursue reconciliation through the way it operates as an organisation and intends to offer leadership on reconciliation issues in the museum industry.

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In doing this, Museum Victoria:

- recognises Indigenous Australians as prior and continuing occupiers and custodians of this land, with continuing rights as Indigenous peoples;
- acknowledges that past policies and practices of the Museum did not recognise the rights of Indigenous people;
- acknowledges that Museum Victoria holds cultural material in trust and acts as a custodian for cultural material in its collections; and
- accepts the Museums Board of Victoria's responsibilities and obligations to engage constructively with Indigenous peoples.

1.9 Relationship with Other Awards

1.9.1 This Agreement operates to the exclusion of the Victorian Public Service Award 2005, any Federal award and/or any modern award which may cover Museum Victoria Employees.

1.10 National Employment Standards (NES)

1.10.1 Should any term of this Agreement be less favourable to the Employees than the NES upon commencement of the NES on 1 January 2010, the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

1.11 Savings Provision

1.11.1 Any entitlement which has accrued to an Employee's benefit under any previous workplace agreement will not be unduly affected by the making of this Agreement.

1.12 Anti-Discrimination

1.12.1 The Parties and any union covered by this Agreement agree to take all practicable measures to achieve the principal object in section 3(e) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of the attributes described in both Federal and State Anti-Discrimination legislation.

1.12.2 Accordingly, the Parties and any union covered by this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

1.12.3 Nothing in this Clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State Anti-Discrimination legislation;
- (b) the Employer, an Employee and/or their chosen representative, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- (c) the exemptions in the *Fair Work Act 2009*.

1.13 Terms and Conditions of Employment

1.13.1 The terms and conditions of employment contained within this Agreement will apply to Employees employed by the Museums Board of Victoria while this Agreement remains in force.

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1.13.2 Employees are employed subject to the *Public Administration Act 2004*. In accordance with the Act, Employees must act in accordance with a Code of Conduct which may be issued, from time to time, by the Public Service Standards Commissioner.

1.14 Individual Flexibility Agreement

1.14.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

1.14.1(a) the arrangement deals with one or more of the following matters:

- i. arrangements about when work is performed;
- ii. overtime rates;
- iii. penalty rates;
- iv. allowances; and
- v. leave loading;

1.14.1(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in **Clause 1.14.1(a)**; and

1.14.1(c) the arrangement is genuinely agreed to by the Employer and Employee.

1.14.2 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.

1.14.3 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
 - i. Employee is under 18 years of age, signed by a parent
 - or
 - ii. guardian of the Employee; and
- (d) includes details of:
 - i. the terms of the 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.

1.14.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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1.14.5 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.

1.15 Definitions

the Board	means the Museums Board of Victoria
the Employer	means the Museums Board of Victoria and managers delegated authority to act on the Board's behalf.
Employee	means an employee of the Museums Board of Victoria, other than an Executive Employee.
Employee Representative	means any person, organisation or association nominated by an employee to represent their interests and may include a union or union representative.
Immediate Family	means the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse
Manager/ Management	means any person who has been issued with a Staff Management Delegation by the Museums Board of Victoria
MV	is an abbreviation for Museum Victoria
Non-Executive Employee	has the same meaning as that given to 'Employee'
Accredited Union Representatives	means a professional union employee who is empowered to represent the industrial interests of Employees
the Parties	means Museum Victoria and Non-Executive Employees
Union Delegate	means an Employee who is elected to represent the industrial interests of Employees, and the union of which they are a member, at Museum Victoria

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PART 2 - COMMUNICATION, CHANGE AND DISPUTE RESOLUTION

2.1 Consultation Process

- 2.1.1** While recognising that the Board has the ultimate responsibility to make decisions relating to the direction and operations of Museum Victoria, the Parties accept that the best outcomes will be delivered for Museum Victoria, its Employees and any union covered this Agreement, if a culture of genuine consultation is encouraged, particularly in relation to issues of major change which will, or may, directly affect Employees. Major change may include (but is not limited to) relocation, technological change, restructure or redevelopment.
- 2.1.2** To facilitate this, the Employer will continue the established formal consultative processes to provide a regular forum for Management, Employees and the Employees' nominated representative to meet and discuss issues of major change.
- 2.1.3** Where the Employer has made a decision to restructure the workplace, introduce new technology, or make significant changes to existing work practices of Employees, the following steps will be followed:
- (a) The Employer will advise the affected Employees and the Employees' nominated representative of the proposed change, as soon as practicable after the proposal has been made, of the likely effects on the Employees' working conditions and responsibilities and the rationale and intended benefits of any change.
 - (b) The Employer will develop a process and timeframe for consultation with affected Employees and the Employees' nominated representative and give prompt consideration to matters raised by the Employees or the Employees' nominated representative.
 - (c) The Employee(s) and/or the Employees' nominated representative may submit alternate proposals which will meet the indicated rationale and benefits of the proposed major change. Such alternative proposals must be submitted in a timely manner (usually within 10 days of the Employer notifying the Employee(s) and/or their nominated representative, unless otherwise agreed), so as not to lead to an unreasonable delay in the introduction of any contemplated change.
 - (d) If such a proposal is made by the Employee(s) and/or Employees' nominated representative, the Employer must reasonably consider the proposal. If the proposal is not accepted by the Employer, the Employer will provide reasons to the Employee(s) and/or Employees' nominated representative why the proposal was not accepted (usually within 10 days).
 - (e) Any dispute concerning the operation of this Clause shall be dealt with in accordance with **Clause 2.2** (*Employee Grievance and Dispute Resolution Process*).
 - (f) Where major change is introduced, the Employer will, where appropriate, provide training for the Employees to assist in the successful introduction of the change.

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2.1.4 The Parties and any representative nominated by an Employee will be consulted before any changes are made to the structure of the consultative process.

2.2 Employee Grievance and Dispute Resolution Process

2.2.1 Resolution of Grievances and Disputes

2.2.1(a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or any matter which may be in dispute in relation to the NES, other than termination of employment, must be dealt with in accordance with this Clause.

2.2.1(b) This Clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

2.2.1(c) A person bound by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

2.2.2 Obligations

2.2.2(a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this Clause and must cooperate to ensure that these processes are carried out expeditiously.

2.2.2(b) Whilst a dispute or grievance is being dealt with in accordance with this Clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety who has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

2.2.2(c) No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this Clause.

2.2.3 Agreement and Dispute Settlement Facilitation

2.2.3(a) For the purposes of compliance with this Agreement, where the chosen Employee representative is another Employee of the Employer, they must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable them to represent Employees concerning matters pertaining to the employment relationship including, but not limited to:

- i. investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;
- ii. endeavouring to resolve a dispute arising out of the operation of the Agreement or the NES; or
- iii. participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

2.2.3(b) The release from normal duties referred to in this Clause is subject to the proviso that it does not unduly affect the operations of the employer.

2.2.4 Discussion of Grievance or Dispute

2.2.4(a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate manager of the Employee(s).

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2.2.4(b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

2.2.5 Internal Process

2.2.5(a) If any party to the dispute or grievance who is bound by the Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

2.2.5(b) Any internal process must be conducted in accordance with the principles of natural justice and procedural fairness. As part of an internal process, the parties to the dispute or grievance may agree to involve a mutually agreed independent person to assist in resolution of the dispute or grievance. Agreement will not unreasonably be withheld.

2.2.5(c) The internal process shall also provide for the matter to be resolved as quickly, and with as little formality, as a proper consideration of the matter allows.

2.2.5(d) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

2.2.5(e) If the matter is not settled, the Employer or a union covered by this Agreement, if chosen as the Employee representative, may apply to Fair Work Australia (FWA) to have the dispute or grievance dealt with by conciliation.

2.2.6 Disputes of a Collective Character

2.2.6(a) The Parties and any union covered by this Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWA.

2.2.6(b) No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to its being referred to FWA.

2.2.7 Conciliation

2.2.7(a) Where a dispute or grievance is referred for conciliation, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

2.2.7(b) This may include arranging:

- i. conferences of the parties to the dispute, or their representatives, presided over by the member; and
- ii. for the parties to the dispute, or their representatives, to confer among themselves at conferences at which the member is not present.

2.2.7(c) Conciliation before FWA shall be regarded as completed when:

- i. the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
- ii. the member of FWA conducting the conciliation has, either of their own motion or after an application by either party to the

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dispute, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or

- iii. the parties to the dispute have informed FWA member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

2.2.8 Arbitration

2.2.8(a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute or grievance by arbitration.

2.2.8(b) Where a member of FWA has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

2.2.8(c) Either of the parties may seek leave to appeal to a Full Bench of FWA against a determination made by a single member of FWA, in accordance with this Clause. Subject to this, the determination of FWA is binding upon the parties to the dispute.

2.2.9 Conduct of Matters Before FWA

2.2.9(a) Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this Clause, in dealing with a dispute or grievance through conciliation or arbitration, FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act 2009*.

PART 3 - HOURS OF WORK

3.1 Workload

3.1.2 Museum Victoria acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life. Further, we recognise that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare.

3.1.3 Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, the Employer may require an Employee to work Overtime where:

- (a) such work is unavoidable because of work demands; and
- (b) reasonable notice of the requirement to work Overtime is given by the Employer; or
- (c) where, due to an emergency, it has not been possible to provide reasonable notice.

3.1.4 Where an Employee or group of Employees believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the Employee or group of Employees concerned can seek to have the allocation reviewed by the Employer to address the staff concerns and take appropriate action where necessary.

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3.1.5 Museum Victoria is committed to good Occupational Health & Safety practice and provides mandatory training for both Managers and Employees. Work, including extended hours, will be assigned in accordance with the requirements of **Clause 3.2 (Ordinary Hours)**, **Clause 3.4.2 (Reasonable Hours of Work)** and **Clause 3.6 (Rest Breaks/Meal Breaks)**.

3.1.6 On request, an annual review of additional hours worked shall be undertaken by Museum Victoria and a report provided to a union covered by this Agreement.

3.2 Ordinary Hours

3.2.1 The ordinary hours of work shall be an average of 76 hours over a 14-day cycle, except where otherwise provided for at **Clause 3.5.1 (Flexi-time)** and **Clause 5.6 (Rostered Employees)**.

3.2.2 The exact cycle will be agreed between the relevant Manager and the Employee. This will include the days to be worked, starting and finishing times, and meal breaks.

3.2.3 A variation of the agreed cycle may be initiated by either an Employee(s) or the Employer but must be agreed by both parties and must involve consideration of operational requirements and the needs of Employees (including family and carer responsibilities). Such variation should involve a reasonable notice period that is mutually acceptable.

3.2.4 Unless otherwise agreed, Employees, other than Rostered Employees (see **Clause 5.6 Rostered Employees**), will not work more than five consecutive days out of any seven. Where an Employee, other than a Rostered Employee, is directed to work for more than five consecutive days out of any seven, the day(s) in excess of five consecutive days must be paid as Overtime in accordance with **Clause 3.4 (Overtime)**.

3.2.5 The Employer shall not use the Ordinary Hours provision to avoid the payment of weekend and public holiday penalties to Ongoing and Fixed term Employees who are required to work in accordance with a work pattern which regularly includes work on a Saturday or Sunday or Public Holiday or outside the Span of Hours detailed at **Clause 3.3 (Span of Hours)**. Such Employees must be regarded as Rostered Employees and treated in accordance with **Clause 5.6 (Rostered Employees)**.

3.2.6 Employees may be required to record their daily hours of work.

3.3 Span of Hours

3.3.1 The span of hours is 7.00 a.m. to 7.00 p.m. with a minimum of 30 minutes for a meal break. The span of hours can be expanded, subject to genuine agreement by affected employees.

3.4 Overtime (Remuneration for Additional Hours Worked)

3.4.1 An Employee is entitled to be paid at the overtime rates set out in **Clause 3.4.4** where an employee, at the express direction of the Employer, works hours:

- (a) in addition to an Employee's ordinary hours of work, established in accordance with **Clause 3.2 (Ordinary Hours)**;
- (b) outside of the Span of Hours established in accordance with **Clause 3.3 (Span of Hours)**. This is not applicable for Rostered Employees who will receive a shift penalty in accordance with **Clause 5.6.6(c) (Shift Penalty)**.

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- (c) as a result of being recalled to duty due to an emergency or other unforeseen circumstances.

3.4.2 Reasonable Hours of Work

3.4.2(a) Subject to the following, an Employer may require an Employee to work reasonable Overtime at overtime rates.

3.4.2(b) An Employee may refuse to work Overtime in circumstances where the working of such Overtime would result in the Employee working hours which are unreasonable having regard to:

- i. any risk to the Employee's health and safety;
- ii. the Employee's personal circumstances including family responsibilities;
- iii. the needs of the workplace;
- iv. the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
- v. any other relevant matter.

3.4.2(c) Other than in an emergency, if reasonable notice of the requirement to perform overtime has not been provided by the Employer, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.

3.4.2(d) When an Employee is required by the Employer to work Overtime, the Employee must be compensated in accordance with this Clause. Overtime will be paid (including crediting of Time in Lieu, if preferred) only where the express prior approval of the Employee's Manager has been received.

3.4.3 Eligibility for Overtime

3.4.3(a) Employees employed at Grade 5 and above who are directed to work additional hours, subject to **Clause 3.4.2** (*Reasonable Hours of Work*), are not eligible for payment in relation to the additional hours worked, but shall accrue Time in Lieu on an hour for hour basis.

3.4.3(b) Part-time Employees employed at Grade 4 and below are eligible for the payment of Overtime where the total hours worked in a fortnightly period exceed 76 hours; otherwise payment is made at the Employee's ordinary hourly rate. Part-time Employees may elect to convert the additional hours worked to Time in Lieu. For the hours worked up until 76 hours in a fortnightly period, the rate of accrual will be on an hour for hour basis.

3.4.3(c) Where a Casual Employee is required to work in excess of eight hours in any one day (excluding meal breaks) payment will be at the appropriate overtime rate on the casual hourly rate for all hours in excess of eight worked by the Employee on that day. See **Clause 3.4.4** (*Payment for Overtime*).

3.4.3(d) Where Overtime is paid due to an Employee being recalled to duty, the payment will be for a minimum of three hours.

3.4.4 Payment for Overtime

3.4.4(a) Payment for any approved additional hours (overtime) worked must be in accordance with the schedule below, unless the alternative of Time in Lieu is requested by the Employee - see **Clause 3.4.5** (*Time in Lieu*) for further details. Employees should submit an application for the payment of additional hours (overtime) within one month of the hours being worked.

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(i) Monday to Saturday, Except Public Holidays

First 3 hours 50% additional of the ordinary hourly rate for each hour worked i.e. time and a half.

Hours thereafter 100% additional of the ordinary hourly rate for each hour worked i.e. double time.

(ii) Sunday except Public Holidays

All hours worked 100% additional of the ordinary hourly rate for each hour worked i.e. double time.

(iii) Public Holidays

Monday to Friday If the time worked does not exceed the normal daily hours of duty (7.6 hours), at the rate of 50% additional of the ordinary hourly rate for each hour worked i.e. time and a half.

If the time worked does exceed the normal hours of duty (7.6 hours) at the rate of 150% additional of the ordinary hourly rate for each hour worked i.e. double time and a half.

Saturday or Sunday If no other day is proclaimed as a public holiday at the rate of 150% additional of the ordinary hourly rate for each hour worked i.e. double time and a half.

3.4.4(b) The ordinary hourly rate of payment for Overtime will be calculated on the lower of either the Employee's salary or the highest pay point within Grade 3, Value Range 1 as follows:

Time and a half rate
Hourly salary rate x 1.5

Double time rate
Hourly salary rate x 2

Double time and half
Hourly salary rate x 2.5

Hourly salary rate will be determined as follows:
(Annual Salary/26.0893)/76

3.4.4(c) Some Employees working Overtime may be eligible for the payment of a Meal Allowance. Details appear in **Clause 5.7.4** (*Meal Allowance*).

3.4.5 Time in Lieu

3.4.5(a) Employees employed up to and including Grade 4 may request that time be granted in lieu of payment for Overtime worked. If the Employer agrees, time in lieu of payment will accrue at the rate specified below.

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- 3.4.5(b)** Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:
- i. in the case of overtime worked Monday to Friday – on an hour for hour basis; and
 - ii. in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.
- 3.4.5(c)** Time in Lieu must be taken within six months of the time being accrued, at a time mutually agreed. The Employer will use best endeavours to permit the Employee to take Time in Lieu at a time of the Employee's choosing.
- 3.4.5(d)** Any Time in Lieu not taken within the six month period will be paid in accordance with **Clause 3.4.4** (*Payment for Overtime*), unless otherwise agreed.
- 3.4.5(e)** Upon termination of employment for any reason, the Employee will be paid out any Time in Lieu accrued in accordance with this Clause, as if it were time worked.

3.5 Flexible Working Arrangements

3.5.1 Flexi-Time

- 3.5.1(a)** Flexi-time is a work arrangement to assist Employees to maintain a balance between their work and personal life, and the business needs of Museum Victoria. Agreement to the working of Flexi-time will not be unreasonably withheld and is available to Employees up to and including Grade 5.
- 3.5.1(b)** Additional hours may be worked on the basis of Flexi-time at the instigation of the Employee and with the support of the Employer. Accrued Flexi-time, reduced daily hours of work, or extended meal breaks may be taken subject to operational requirements and prior Employer approval. Additional hours worked under a Flexi-time arrangement, must not be worked on a regular basis and only to the limits specified in **Clause 3.5.1(d)**.
- 3.5.1(c)** Flexi-time allows Employees to vary their commencement, meal break and finishing times, within the relevant span of hours (see **Clause 3.3** *Span of Hours*), on a day to day basis.
- 3.5.1(d)** Flexi-time timesheets must be submitted to the Manager at the conclusion of each fortnight. Employees may accumulate and carry over up to 15.2 hours (2 days) flexi-time per fortnight and may accumulate a debit of a maximum of 7.6 hours (1 day) over the same period. Flexi-time hours in excess of 15.2 hours accumulated at the end of each fortnightly period will be forfeited. Flexi-time may not be converted to leave or Time in Lieu and may not be paid out.
- 3.5.1(e)** Accrued paid leave, other than Sick Leave or Long Service Leave, will be debited if Flexi-time hours are in debit of 7.6 hours or more at the end of each fortnightly period.

3.5.2 Home Based Work

- 3.5.2(a)** Museum Victoria's networked approach to the organisation requires effective communication and collaboration. This is best achieved through staff being available to meet together to complete work. Museum Victoria does not encourage staff to work from home, however we do understand that from time to time, this arrangement may assist both the staff member and the organisation.

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3.5.2(b) Home based work arrangements may be agreed between the Employer and an Employee on a case-by-case basis.

3.6 Rest Breaks / Meal Breaks

3.6.1 To ensure appropriate standards of occupational health and safety, Employees are required to take a minimum 30 minute rest break at the completion of every five hours worked. Museum Victoria does not condone Employees working through scheduled rest or meal breaks.

3.6.2 Employees are required to take a break between shifts, or after Overtime, of a minimum of 10 hours.

3.6.3 If asked to work hours which breach these parameters, Employees must refuse these instructions and may initiate grievance procedures as set out in **Clause 2.2** (*Employee Grievance and Dispute Resolution Process*) of this Agreement.

3.7 Childcare

3.7.1 Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

PART 4 - EMPLOYMENT MATTERS

4.1 Recruitment and Selection

4.1.1 Except as otherwise stated in **Clause 5.8** (*Temporary Assignments*), we remain committed to the continual improvement of processes and the application of merit, equity, transparency and openness in all recruitment and selection processes.

4.1.2 Selection will be determined by assessment against selection criteria documented in approved role statements. Selection criteria must relate directly to the position duties.

4.1.3 All selection decisions must be documented. Members of selection panels must participate in regular training about selection processes. Qualifications and experience must be appropriate to the position and stated in the key selection criteria.

4.2 Basis of Employment

4.2.1 Employees may be employed on:
(a) an Ongoing basis;
(b) a Fixed-term basis; or
(c) a Casual basis.

4.2.2 Ongoing employment is employment in relation to which no end date is expressed or implied. Ongoing employment may be either full-time or part-time.

4.2.3 Fixed-term employment is employment where the work to be performed is for a specific period or ascertainable period. The situations in which Fixed-term

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employment may be used are described in **Clause 4.3** (*Fixed-Term Employment – When It May Be Used*).

4.2.4 Casual Employees are employed on an irregular or intermittent basis to meet fluctuating work demands or specialist skill requirements. Casual Employees are employed and paid by the hour.

4.3 Fixed-Term Employment - When It May Be Used

4.3.1 The use of Fixed-term contract positions will not be for the purpose of undermining the job security or conditions of Full-time Ongoing Employees. Therefore, the use of Fixed-term employment in all areas covered by this Agreement is limited to:

- (a) replacement of staff proceeding on approved leave;
- (b) meet fluctuating client and staffing needs and unexpected increased workloads;
- (c) undertake a specified task, which is funded for a specified period;
- (d) fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
- (e) temporarily fill a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available;
- (f) filling a vacant role while a review of the area is undertaken, provided that such an appointment does not exceed 12 months.

4.3.2 Fixed-term appointments shall be for a maximum of three years, other than in circumstances resulting from **Clause 6.7** (*Parental Leave*) and when the position relates to the receipt of a research grant, or other external funding.

4.3.3 Fixed-Term Employment - Confirmation of Contract Expiry

4.3.3(a) Where a Fixed-term Employee is employed on a contract of 12 months or greater, the Employer will provide confirmation, in writing, at least four weeks before that contract ends, that the contract will in fact expire at the date stipulated in the relevant letter of offer. This is designed to assist Fixed-term Employees to plan their future constructively.

4.3.3(b) Where an Employee's contract is extended for a period less than 12 months, it is agreed that by signing the contract, the Employee has been provided with the notice requirement stated above.

4.3.3(c) If Museum Victoria does not confirm the contract expiry at least 4 weeks before the notional end of the contract, then payment of salary to the Employee will be extended such that the Employee will receive 4 weeks salary after the notice is given.

4.3.4 Review of Fixed-Term Positions

4.3.4(a) Where concerns about the use of Fixed-term contract positions are identified, a review may be requested and a report provided, setting out the nature and the term of the contract.

4.3.4(b) If, as a result of the review, the use of Fixed-term employment is inconsistent with the criteria set out in **Clause 4.3** (*Fixed-term Employment – When It May Be Used*), the employer shall take the appropriate remedial action to ensure the employee is employed on the appropriate basis.

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4.4 Casual Employment

- 4.4.1** The use of Casual labour shall not be for the purpose of undermining the job security of Ongoing Employees, or as a means of avoiding obligations under this Agreement.
- 4.4.2** Where a Casual Employee's employment is terminated or their shift reduced as a result of operational reasons during the period of a shift, the Employee will be paid for the remainder of the time they otherwise would have expected to work.
- 4.4.3** Where a shift is cancelled with less than 48 hours notice, the Employee will be paid for three hours (i.e. the minimum consecutive hours otherwise applicable).
- 4.4.4** Where concerns about the use of Casual employment are identified, a review of hours worked may be requested. When a Casual Employee has been employed on a regular and consistent basis, the employment will be reviewed and consideration given to offering either fixed term employment, or Ongoing employment, as appropriate.
- 4.4.5** An existing non-Casual Employee may be employed outside their existing contract as a Casual Employee, for the purposes of performing duties outside their normal employment. The use of this provision is subject to:
- (a) there being mutual agreement between the Employer and the Employee;
 - (b) the Casual engagement not being used to avoid Overtime obligations;
 - (c) the Casual engagement being for a specific purpose; and
 - (d) the Casual engagement not interfering with the Employee's original conditions of Employment.
- 4.4.7** Casual employment will be for not less than three consecutive hours in any day worked except:
- (a) where the Employee works from home by agreement with the Employer; or
 - (b) in exceptional circumstances.
- 4.4.8** The following Clauses of this Agreement do not apply to Employees employed on a Casual basis:
- (a) **Clause 5.4.4** (*Progression Within a Value Range*);
 - (b) **Clause 5.6** (*Rostered Employees*);
 - (c) **Clause 5.9** (*Accident Compensation*).
 - (d) **Clause 6.1** (*Annual Leave*);
 - (e) **Clause 6.2.1** (*Sick Leave*);
 - (f) **Clause 6.3.1** (*Compassionate Leave*)
 - (g) **Clause 6.3.2** (*Additional Compassionate Leave*);
 - (h) **Clause 6.10** (*Cultural and Ceremonial Leave*);
 - (i) **Clause 6.11** (*Study Leave*);
 - (j) **Clause 6.12** (*Leave for Community Contributions*); and
 - (k) **Clause 6.14** (*Public Holidays*);

4.5 Job Information

- 4.5.1** At the commencement of their Employment, an Employee will be provided in writing, or electronically, with details of the job title, classification level and role statement for their position. A Fixed-term Employee must be provided in

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writing, or electronically, the reason for their fixed term employment consistent with **Clause 4.3** (*Fixed-Term Employment – When It May Be Used*).

4.5.2 The Employee will carry out the duties described in the role statement and such other duties as directed consistent with their skills and classification descriptors. The Employer will provide the Employee with a copy of this Agreement.

4.6 Probationary Period - New Employee

4.6.1 The Employer may appoint a new Employee on a probationary basis. The period of probation shall be a reasonable period having regard to the nature of the position and generally shall be no more than three months. The duration of the Probationary Period will be confirmed in writing upon the commencement of the Employee's employment.

4.6.2 If conduct or performance issues are identified during the Probationary Period, the Employer shall counsel the Employee during the Probationary Period in relation to their conduct or performance and shall provide a written record of such counselling. The Probationary Period may be extended by a period of not more than three months to allow the Employee to address performance issues.

4.6.3 A probationary Employee's employment may be terminated by the Employer prior to the conclusion of the Probationary Period by giving two weeks' notice or two weeks' pay in lieu of notice, subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in the *Fair Work Regulations 2009*).

4.6.4 Unless the employment is terminated earlier, at the end of the period of probation, the Employer shall confirm the Employee's appointment in writing.

4.6.5 A person initially employed on a Fixed-term basis who is subsequently employed on an Ongoing basis shall have the Fixed-term employment taken into account in the determination of any Probationary Period, unless the ongoing position is of a substantially different nature to the fixed term position.

4.7 Part Time Employment

4.7.1 Part-time employment is where the contracted hours of work are less than the Ordinary Hours specified in **Clause 3.2** (*Ordinary Hours*). Part-time employment can be on either a Regular or Irregular basis (see **Clause 4.7.4 and Clause 4.7.5**). The contracted hours will become the Employee's Ordinary Hours.

4.7.2 Part-time employment is for not less than three consecutive hours in any day worked except where the Employee works from home in accordance with **Clause 3.5.2** (*Home Based Work*).

4.7.3 Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to Part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.

4.7.4 Regular Part-Time Employment

4.7.4(a) Regular Part-time employment is where the Employee works a set number of hours and days each fortnight.

4.7.4(b) Where Regular Part-time hours are being worked, the Employee and the Employer will agree on:

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- i. the days in each fortnight the Employee will work;
- ii. the start and finish times of the days which the Employee will work;
- iii. the number of hours the Employee will work on each day he or she works; and
- iv. agreed processes for the variation of hours of work.

4.7.4(c) Regular Part-time Employees may be Rostered Employees, subject to them fulfilling the requirements of **Clause 5.6** (*Rostered Employees*).

4.7.5 Irregular Part-Time Employment

4.7.5(a) Irregular Part-time Employees are engaged on the basis that they will be offered a minimum number of hours each fortnight.

4.7.5(b) The pattern over which these hours are worked will typically vary from week to week, notwithstanding that, on any day the Employee is asked to work, a minimum period of three hours will apply.

4.7.5(c) The Employer will make the minimum number of hours available to the Employee each fortnight, unless varied by local agreement at the instigation of the Employee.

4.7.5(d) If the Employer does not offer the minimum number of hours stipulated in the letter of offer, the Employee will still be entitled to be paid that minimum number of hours.

4.7.5(e) Museum Victoria understands the impact on Irregular Part-time Employees of minimum hours being worked over a number of days. The Employer will make every effort to take into account the personal circumstances of the Employee when scheduling the hours to be worked and to provide reasonable notice of when the hours are to be offered.

4.7.5(f) If the Employer makes available at least the relevant minimum number of hours and the Employee is unable or unwilling to work at the times at which the hours are offered, the Employee will be paid only for those hours worked (i.e. this may be less than the number of hours specified in the letter of offer).

4.7.5(g) If the Employee is offered and works more than the relevant minimum number of hours, they will be paid for the extra hours at the ordinary rate of pay for all hours worked up to a maximum of 76 hours per fortnight. Hours directed to be worked in excess of 76 hours per fortnight will be paid in accordance with **Clause 3.4** (*Overtime*).

4.7.6 Requests to Work Part-Time

4.7.6(a) Museum Victoria recognises the increasing importance of Employees having a balance between their work and personal life. As such, Full-time Employees may request to reduce their Ordinary Hours to assist them achieve this balance. Such a request may be on a temporary or permanent basis.

4.7.6(b) Approval to work Part-time is subject to Management approval and must suit the operational requirements of the Employer. The Employer must genuinely consider all requests to work Part-time and approval to work Part-time will not be unreasonably withheld.

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- 4.7.6(c)** At the conclusion of a temporary variation, unless otherwise agreed, the Employee will return to their substantive contracted employment arrangement, that is, position, time fraction and location.
- 4.8 Traineeships**
- 4.8.1** Trainees/Apprentices will be engaged in accordance with the terms of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme (see **Appendix 6 – Youth Employment Scheme**).
- 4.9 Other Employment**
- 4.9.1** Employees shall not undertake other employment, or work in any consultancy, without full written disclosure to Museum Victoria prior to engaging in other employment or any consultancy.
- 4.9.2** Where the Employer establishes that a conflict of interest would arise, or be perceived to arise, the Employee must not commence, or must immediately cease, the employment or consultancy. Subject to this, Part-time and Casual Employees must ensure that any other employment does not conflict with the business of Museum Victoria.
- 4.9.3** Any breach of Museum Victoria Policy on Other Employment may result in disciplinary action, up to and including dismissal.
- 4.10 Usual Place of Work**
- 4.10.1** Prior to commencement, the Employer shall determine a usual place of work for the Employee. However, in order to attend meetings, training or to successfully carry out the Employee's daily duties, Employees may be required to attend any of Museum Victoria's venues.
- 4.10.2 Permanent Transfer of Work Location**
- 4.10.2(a)** Where the Employer wishes to assign work to the Employee that will require permanent change to the work location, the change to location must occur in accordance with **Clause 2.1 (Consultation Process)**.
- 4.10.3 Temporary Transfer of Work Location**
- 4.10.3(a)** Where the Employer wishes to assign work to the Employee that will require a temporary change to their work location, a minimum two weeks notice must be given, or a lesser period if agreed between the Employer and the Employee.
- 4.10.4 Employee Hardship**
- 4.10.4(a)** Where the Employer proposes to change an Employee's usual place of work on a permanent or temporary basis, the Employee may submit a proposal which outlines the demonstrable hardship suffered by the Employee as a result of the proposed change.
- 4.10.4(b)** The Employer must take into consideration the hardship demonstrated by the Employee when determining whether to change the Employee's usual place of work.
- 4.10.5 Excess Travelling Time**
- 4.10.5(a)** An Employee who is temporarily required to undertake duties at a location other than a Museum Victoria venue will have any period of additional travelling time regarded as time worked.

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4.10.5(b) Where an Employee is required to travel interstate or overseas, the Manager and the Employee shall agree in advance the travel arrangements and the hours to be worked by the Employee.

4.11 Redeployment

4.11.1 The following Redeployment provisions will apply to Ongoing Employees identified as surplus to the requirements of Museum Victoria.

4.11.2 A skill and training needs assessment will be undertaken and attempts may be made to redeploy the Employee into a position at comparable salary within Museum Victoria where this appears a realistic proposition. Surplus staff will be given priority consideration for vacancies within Museum Victoria.

4.11.3 Any such Redeployment period will typically continue for an initial period of up to three months, although this can be reduced following consultation and agreement between the Employer and Employee and their nominated representative.

4.11.4 Where a suitable vacancy exists for which a redeployee is suitable and is either the only candidate or the best candidate among redeployees a valid offer will be made.

4.11.5 A valid offer consists of an offer of Employment to an Employee whose skills and qualifications are suitable for the role and which may be at the same or different level or status, or the same or different place of work, as the Employee's previous employment.

4.11.6 If Redeployment within Museum Victoria does not appear to be a realistic proposition, and subject to agreement between the Employer and the Employee, Museum Victoria will endeavour to arrange Redeployment to another agency within the Victorian Public Sector.

4.11.7 After three months, Redeployment arrangements will be reviewed. If Management remains confident that a successful placement within Museum Victoria can be achieved the Redeployment period may be extended, subject to a review, at a maximum of three monthly intervals.

4.11.8 The Employee will be provided with meaningful work and retain their existing classification level and salary during the period of Redeployment.

4.11.9 Where a placement at a comparable level does not occur, the Employee may be placed in a position of a lower work value and maintenance of salary will be applicable for a period of six months. If Museum Victoria remains confident that a successful placement into a position at the Employee's substantive salary appears a realistic proposition, salary maintenance may be extended for a further six month period.

4.11.10 Where a suitable placement is unable to be provided for the Employee, Museum Victoria may terminate the Employee's employment and the Employee shall be entitled to receive retrenchment payments consistent with the Victorian Government's Voluntary Departure Package or Targeted Separation Package, as appropriate.

4.11.11 Fixed-term and Casual Employees do not have access to these redeployment/retrenchment provisions.

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4.12 Discipline - Management of Unsatisfactory Performance and Misconduct

4.12.1 Purpose

4.12.1(a) The purpose of this clause is to:

- i. support Employees with unsatisfactory work performance to improve their performance to the required standard;
- ii. ensure that unsatisfactory work performance is addressed expeditiously;
- iii. provide for Employee misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
- iv. reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that employees are treated fairly and reasonably.

4.12.2 Application

4.12.2(a) Subject to applicable Victorian or Federal legislation, any disciplinary action taken by the Employer in relation to unsatisfactory work performance or misconduct will be consistent with this Clause. The Employer is not obliged to comply with this Clause in respect of:

- i. Casual Employees;
- ii. Employees who are subject to a probationary period of employment.

4.12.3 Definitions

4.12.3(a) Meaning of Misconduct

For the purposes of this Agreement, misconduct means one or a combination of the following:

- i. a contravention of a provision of the *Public Administration Act* 2004 (Vic), the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
- ii. improper conduct in an official capacity;
- iii. a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give the direction;
- iv. an Employee making improper use of his or her position for personal gain; and
- v. an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally or for anyone else financial or other benefits or to cause detriment to the public service or the public sector.

4.12.3(b) Meaning of Unsatisfactory Work Performance

An Employee's work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role.

4.12.4 Employee Representation

4.12.4(a) An Employee is entitled to be represented by a person of their choice (including a union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process, or any formal stages of the misconduct management process.

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4.12.5 Disputes and Grievances During the Discipline Process

4.12.5 (a) Any dispute or grievance arising as a result of a disciplinary action, may only be dealt with in accordance with **Clause 2.2** (*Grievance and Dispute Resolution Process*) when any of the following are placed on the Employee's personal file in accordance with this clause. This may include whether **Clause 4.12.6** (*Procedural Fairness to Apply*) has been complied with in coming to a decision.

- i. A record of formal counselling
- ii. A first written warning
- iii. A final written warning
- iv. A record of discipline outcome

4.12.6 Procedural Fairness to Apply

4.12.6(a) For matters involving unsatisfactory work performance or behaviour, disciplinary action will be consistent with the principles of procedural fairness.

- i. All parties involved in the process will commit to completing it as quickly as practicable.
- ii. The Employer must take into account any reasonable explanation of any failure by the Employee to participate, before making a decision
- iii. Before commencing formal disciplinary or underperformance processes, the Employer must:
 - (a) tell the Employee the purpose of the meeting;
 - (b) provide the Employee with a copy of the formal disciplinary or underperformance process to be followed;
 - (c) provide a reasonable opportunity for the Employee to seek advice from the Union before the disciplinary or underperformance procedure commences; and
 - (d) allow the Employee the opportunity to provide details of any mitigating circumstances.

4.12.7 Unsatisfactory Work Performance

4.12.7(a) The Employer must invoke disciplinary action for unsatisfactory work performance in accordance with the process below. In commencing this process, the Employer must have a valid reason to do so.

4.12.7(b) In certain circumstances, the Employer may commence action at any stage of the process, provided that an Employee is given a reasonable opportunity to improve their work performance.

4.12.7(c) The Employee is entitled to have a nominated representative attend meetings with them.

4.12.8 First Stage

4.12.8(a) The first stage is counselling the Employee. The Employer must:

- i. advise the Employee of the unsatisfactory work performance or behaviour;
- ii. outline the standard required of the Employee;
- iii. provide the Employee with an opportunity to respond.

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- 4.12.8(b)** Once the Employee has had an opportunity to respond to the issues raised in the counselling session, they will be given a period of time to improve. The Employee will be advised of any consequences of not meeting the required standard.
- 4.12.9** **Second Stage**
4.12.9(a) The second stage will occur if the Employee continues to engage in unsatisfactory work performance or behaviour, or does not demonstrate sufficient improvement. At this stage the Employee will be given a formal written warning. The warning must indicate:
- i. what is expected of the Employee.
 - ii. where and how the Employee is not meeting this expectation
 - iii. the consequences of failure to improve.
- 4.12.9(b)** The written warning will be placed on the Employee's personnel file.
- 4.12.10** **Third Stage**
4.12.10(a) The third stage is the final warning. The Employee will be informed in writing that if there is a repetition or continuation of the offending work performance or behaviours, the Employee may be dismissed. The final warning will be placed on the Employee's personnel file.
- 4.12.11** **Fourth Stage**
4.12.11(a) The fourth stage is termination of employment if there is a repetition or continuation of the offending work performance or behaviours following the issue of a final warning.
- 4.12.11(b)** By agreement, the Employer may, in lieu of termination of employment, assign an employee to a role at a classification level lower than the Employee's current classification level.
- 4.12.12** **Misconduct Discipline Matters**
4.12.13 **Process**
4.12.13(a) Where an Employee is alleged to have engaged in misconduct, there will be, consistent with the requirements of procedural fairness:
- i. an investigation;
 - ii. an opportunity for the Employee to respond to the findings of the investigation and a recommendation about a proposed discipline outcome; and
 - iii. a determination of the discipline outcome by the Employer.
- 4.12.14** **Directions**
4.12.14(a) Once a process in accordance with this clause has commenced, the Employer may do any of the following:
- i. direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work;
 - ii. direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work;
 - iii. suspend the Employee with pay.

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4.12.15 Determination of Discipline Outcome

4.12.15(a) The Employer will consider the findings and recommended discipline outcome and any response of the Employee and determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter

4.12.15(b) The possible discipline outcomes are:

- i. no action;
- ii. performance management;
- iii. formal counselling;
- iv. formal warning;
- v. final warning;
- vi. termination of employment.

4.12.15(c) The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

4.13 Termination of Employment

4.13.1 Termination by Employer

4.13.1(a) The Employer may terminate the employment of an Employee in accordance with s33 of the *Public Administration Act 2004 i.e.:*

- i. on the ground of redundancy; or
- ii. if the Employee refuses a transfer to other duties; or
- iii. if the Employee is found guilty of a criminal offence punishable by imprisonment, including an offence committed before, but not dealt with until after, the Employee became an Employee; or
- iv. if the Employee is guilty of serious misconduct; or
- v. if the Employer is satisfied that the Employee is inefficient or incompetent in the discharge of their duties; or
- vi. if the Employer is satisfied that the Employee has abandoned his or her employment; or
- vii. if the Employer is satisfied that the Employee has, in connection with his or her application for employment, given false or misleading information; or
- viii. for any other reason consistent with the terms and conditions of their employment.

4.13.1(b) The Employer shall provide a minimum of four weeks notice, or payment in lieu of notice, of termination of employment. In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice, or payment in lieu of notice.

4.13.1(c) In calculating any payment in lieu of notice, the salary an Employee would have received for the ordinary time they would have worked during the period of notice, had their employment not been terminated, will be used.

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4.13.1(d) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice, subject to agreement between the Parties.

4.13.1(e) The period of notice in this Clause, will not apply in the case of dismissal for serious misconduct.

4.13.2 Employee Resignation

4.13.2(a) An Employee, other than a Probationary Employee, may resign at any time by giving the following period of written notice to the Employer:

- i. for Employees in Grades 1 - 4, a minimum of four weeks notice, or a lesser period if agreed; and
- ii. for Employees in Grades 5 and above, a minimum of four weeks notice.

4.13.2(b) A Probationary Employee may resign at any time without providing a notice period, subject to them having completed the hours of work for which they may have been paid.

4.13.3 Abandonment of Employment

4.13.3(a) If an Employee is absent for more than 20 working days:

- i. in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- ii. without the permission of the Employer; and
- iii. without contacting the Employer to provide an explanation for the absence;

4.13.3(b) the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at their initiative.

4.13.4 Statement of Employment

4.13.4(a) The Employer must, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of their employment and the classification of, or the type of work performed by, the Employee.

4.13.4(a) Where the Employer terminates an Employee's employment, the Employer must provide a written statement of reasons for dismissal at the Employee's request.

4.13.5 Rights not Limited

4.13.5(a) This Clause does not limit the rights of Employees to pursue any other legal remedy in respect of termination of employment.

4.14 Costs of Employment Related Legal Proceedings

4.14.1 If an Employee is required to attend a coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer

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must meet the Employee's reasonable legal costs relating to appearance at, or representation before, the Coroner's Court.

4.14.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing their duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.

4.14.3 Where, as a direct consequence of the Employee legitimately and properly performing their duties, it is necessary to obtain an intervention order or similar remedy against a client, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.

4.14.4 An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the Employer.

PART 5 - SALARY AND RELATED MATTERS

5.1 Salary Increases, Productivity Payment and Grade 1 Classification

5.1.1 Salary Increases

5.1.1(a) Employees employed by Museum Victoria as at, or after the date of approval by Fair Work Australia, will receive the following salary increases:

Date of Effect	Percentage Increase
1 July 2009	2%
1 February 2010	1.25%
1 October 2010	3.25%

5.1.1(b) Effective on each occasion, the top and base of each salary grade described in **Appendix 2 (Salary Structure)** are to be increased by the percentage increases specified.

5.1.2 Productivity Payment

5.1.2(a) All Employees, except Casual Employees, who received a salary on 4 May 2009, together with Employees absent during the first 52 weeks of Parental Leave, will receive a lump sum productivity payment of 0.8% of their annual salary as at 4 May 2009 as described in **Appendix 1 (Salary Structure – at 4 May)**.

5.1.2(b) Employee's who have been on Higher Duties for 12 continuous months or longer at 4 May 2009, will receive the productivity payment referred to in **Clause 5.1.2(a)** based on their higher rate.

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5.1.3 Grade 1 Classification

5.1.3(a) Employees employed at the following Grade 1 salary points as at the 30th June 2009 shall translate to the new Grade 1 classification effective from the 4th May 2009 as follows:

Grade 1 Salary point as at 30/06/09	Grade 1 Salary point on Agreement approval
1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5	1.1.1 - \$34,892
1.1.6	1.1.2 - \$35,608
1.1.7	1.1.3 - \$36,324
1.1.8	1.1.4 - \$37,040

5.1.3(b) The employees shall receive the productivity payment on the new Grade 1 salary point rate of pay and the 2% salary increase shall apply to their new rate on 1 July 2009.

5.2 Classification and Salary

5.2.1 Positions will be classified within Grades 1 to 6 or the Senior Technical Specialist Grade based on work value.

5.2.2 Grades are divided into Value Ranges. The salary range for each Grade and the size and number of Value Ranges are detailed in **Appendix 2 (Salary Structure)**.

5.2.3 Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors at **Appendix 4 (Grade Descriptors)** and **Appendix 5 (VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors)**

5.2.4 The salary rates are detailed at **Appendix 2 (Salary Structure)**

5.2.5 Classification and Salary on Appointment

5.2.5(a) Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors at **Appendix 4 (Grade Descriptors)** and **Appendix 5 (VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors)**.

5.3 Role and Classification Review

5.3.1 Annual Review of Role Statements

The role statement of an Employee shall be reviewed annually by the Manager and the Employee in line with the Performance Development and Progression cycle (see **Clause 5.4.3 Performance Development Cycle and Review**).

5.3.2 Where it is deemed necessary by the Manager, the role statement will be updated to reflect any change in duties. Where there has been a substantial change in the role statement the Manager shall refer the role statement for a classification review against the benchmarks specified in the Classification and

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Value Range standard descriptors at **Appendix 4** (*Grade Descriptors*) and **Appendix 5** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*).

5.3.3 Classification Review

5.3.3(a) Notwithstanding **Clause 5.3.1** (*Annual Review of Role Statements*), a proposal to reclassify a position may be made by:

- i. the Manager of the position or other appropriate person with Management responsibility for the position; or
- ii. the occupant, following preliminary discussion with their Manager to about the requirements of the position.

5.3.3(b) A proposal will be forwarded to the Manager Human Resources and shall include:

- i. a new position description which reflects the current and on-going duties, which may be verified by the Manager as an accurate reflection of the duties required;
- ii. documentation defining any changes to the skill set required for the position, which may form part of the role statement;
- iii. a classification application form, which includes the proposed classification level and the signature of the person putting forward the proposal;
- iv. a supporting statement providing the rationale and any reasons supporting a change in the work value and classification of the role, and any other supporting documentation.
- v. the existing role statement for comparative purposes.

5.3.3(c) The determination of the proposal will occur through a process of reviewing the submitted proposal, consulting the Employee and the Manager, and classification of the role against **Appendix 5** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*).

5.3.3(d) Where an Employee believes that there has been an error in the classification process or classification outcome, the Employee may have the matter referred to an agreed external independent classification expert who will hear and determine the matter.

5.3.3(e) If following the independent classification outcome, the Employee believes the process was inconsistent with the principles of procedural fairness and natural justice, the Employee may make application to have Fair Work Australia hear and determine the matter.

5.4 Performance Development and Progression

5.4.1 A Performance Development and Progression Plan (PDP) for each Employee will be developed and agreed for the duration of each progression cycle. Every Employee must have an annual PDP.

5.4.2 The Manager will provide the Employee with regular informal and formal feedback about their performance throughout the progression cycle. Feedback should be provided in a timely way. There will be a formal review of the PDP at least every six months. The formal reviews provide an opportunity to document the informal feedback which has been provided regularly throughout the cycle

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and therefore should not be used to raise new matters, unless these are current at the time of the review.

5.4.3 Performance Development Cycle and Review

5.4.3(a) The performance development cycle is for 12 months (1 July – 30 June).

5.4.3(b) The “progression criteria” are to be agreed with each Employee at the start of the performance development cycle or upon commencement in a role and can be adjusted by agreement during the cycle. The progression criteria for an individual are to be identified using a combination of the performance standards appropriate for the applicable Grade and Value Range as outlined in **Clause 5.4.7 (Performance Standards)**.

5.4.3(c) All Employees can expect continuous feedback about their performance throughout the cycle with their supervisor or manager. A performance review is undertaken at the end of each cycle. Performance against the progression criteria is assessed at that time.

5.4.3(d) Access to progression will not be available if an Employee has been in their role for less than three months at the time the performance review is undertaken.

5.4.4 Progression within a Value Range

5.4.4(a) Within each Value Range of Grades 1 to 4 there are progression steps (expressed as salary points) as detailed in the table at **Clause 5.2 (Classification and Salary)**. Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in the table at **Clause 5.2 (Classification and Salary)**. The progression amounts are expressed in terms of dollars and are common to all Employees within a given Grade/Value Range.

5.4.4(b) Employees who are at the highest salary point within the Grade will not be eligible for progression.

5.4.4(c) Employees who remain in an ‘Over-Grade’ situation as a result of translation to the VPS Salary Structure, will not receive progression as an ex-gratia payment beyond the conclusion of the 2008/2009 performance cycle.

5.4.4(d) Progression steps or amounts within Value Ranges are not points of defined work value. Progression within the new salary structure will not be automatic, consistent with wage fixing principles. Progression between progression steps or amounts will occur when an Employee is assessed at their annual performance review as “meeting the progression criteria”.

5.4.5 Progression When Undertaking a Temporary Assignment

5.4.5(a) An Employee undertaking a Temporary Assignment or engagement of a Fixed-term contract, shall receive progression at their substantive classification in order that they are not disadvantaged by undertaking the Temporary Assignment, subject to them being assessed as having met the Performance Standards in their Performance Development and Progression Plan.

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- 5.4.5(b)** Where an Employee has been undertaking a Temporary Assignment in a higher classified position for a period of 12 months at the conclusion of the performance cycle, the Employee will be entitled to progression at the higher classification, subject to the successful assessment of the Employee against the Performance Standards.
- 5.4.6** **Movement between Value Ranges**
- 5.4.6(a)** Employees and/or positions can move between Value Ranges. Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors at **Appendix 4** (*Grade Descriptors*) and **Appendix 5** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*).
- 5.4.7** **Performance Standards**
- 5.4.7(a)** The performance standards detailed below must be weighted and combined, appropriate to the role, to make up an individual's "progression criteria". Where "skills acquired" is a performance standard, management should facilitate the individual's ability to undertake appropriate learning and development. No disadvantage will accrue to Employees where learning and development opportunities are not available.
- 5.4.7(b)** Performance standards for Grades 1 to 2:
- i. skills acquired through learning and development, skills applied;
 - ii. professionalism;
 - iii. effectively carry out the requirements of the role; and
 - iv. recognised experience and efficiency acquired through the job.
- 5.4.7(c)** Performance standards for Grade 3:
- i. learning and development, skills applied;
 - ii. professionalism;
 - iii. display responsibility in the role; and
 - iv. recognised experience and efficiency acquired through the job.
- 5.4.7(d)** Performance standards for Grades 4 to Senior Technical Specialist:
- i. learning and development;
 - ii. achieving the performance targets; and
 - iii. leadership and/or management professionalism. (Leadership will reflect high professional standards for operational or technical staff who do not exercise discrete management functions.)
- 5.4.7(e)** Museum Victoria acknowledges that within Grades 1 to 4, the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist.
- 5.4.7(f)** Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be

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important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons will achieve the objectives and should move through the salary points.

- 5.4.7(g)** This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.
- 5.4.7(h)** Central to the progression will be the need for Managers and Employees to identify what should, and can, be delivered to warrant progression through a combination of capacity, productivity, performance and professionalism. This interaction between managers and staff gives authority and integrity to the structure and its sustainability in the long term.

5.5 Casual Employees – Loading

- 5.5.1** Employees employed on a Casual basis will receive a loading of 25%, in addition to the rates provided for in **Clause 5.2 (Classification and Salary)**, as compensation in lieu of any entitlement to the following benefits:
- i. **Clause 6.1 (Annual Leave);**
 - ii. **Clause 6.2.1 (Sick Leave);**
 - iii. **Clause 6.3 (Compassionate Leave);**
 - iv. **Clause 6.10 (Cultural and Ceremonial Leave);**
 - v. **Clause 6.12 (Leave for Community Contributions); and**
 - vi. **Clause 6.14 (Public Holidays).**

5.6 Rostered Employees

- 5.6.1** A Rostered Employee means an Employee who is required to work according to a roster which regularly requires them to work on a Saturday or Sunday or Public Holiday or outside the Span of Hours established in accordance with **Clause 3.3 (Span of Hours)**.
- 5.6.2** Casual Employees are not considered to be Rostered Employees and are not entitled to penalty payments for Rostered Employees.
- 5.6.3** Full-time Employees required to participate in a roster will be required to work an average of 76 hours over any 14 day cycle or 152 hours over any 28 day cycle. Part-time Rostered Employees will work the appropriate pro-rata number of hours. The Employer will determine details of rosters after consultation with Employees.
- 5.6.4** When establishing rosters, the Employer will take into account the rostering principles at **Appendix 3 (Rostering Principles)** to this Agreement.
- 5.6.5** Where agreed in writing between the Employer and Employees and their representatives, these arrangements may be varied at the local workplace level. Where the Employer proposes major change to the roster, reasonable notice of at least one complete roster cycle, or a period mutually agreed, will be provided prior to implementation of the roster, to allow any objection to be raised which goes to the proposed change.
- 5.6.6 Penalty Payments for Regularly Rostered Employees**
Rostered Employees are entitled to the following allowances:

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5.6.6(a) Weekend Penalty

5.5.6(a)(i) Rostered Employees, who as part of their roster are required to work on a Saturday, will be paid at the rate of 50% additional of the ordinary hourly rate for each hour of duty i.e. time and a half.

5.5.6(a)(ii) Rostered Employees, who as part of their roster are required to work on a Sunday, will be paid at the rate of 100% additional of the ordinary hourly rate for each hour of duty i.e. double time.

5.6.6(b) Public Holiday Penalty

5.5.6(b)(i) Rostered Employees who work on a Public Holiday will be paid 150% additional of the ordinary hourly rate for each hour worked i.e. double time and a half, with the option to take payment at 50% of their hourly rate and have one day in lieu of such holiday, pro-rata for part-time employees based on each hour worked .

5.5.6(b)(ii) Where five days in lieu have been accumulated, Employees must be paid 150% additional of the ordinary hourly rate for each hour worked and will not have the choice of 50% of their hourly rate and one day in lieu.

5.5.6(b)(iii) Where it is agreed to substitute another day for a public holiday prescribed in **Clause 6.14 (Public Holidays)**, the penalties outlined above will be paid in relation to the substituted day and ordinary rates will apply to the day specified in **Clause 6.14 (Public Holidays)**.

5.6.6(c) Shift Penalty

Rostered Employees who are required to perform shifts outside the Span of Hours on any day Monday to Friday (see **Clause 3.3 Span of Hours**) will be paid an allowance at the rate of 15% additional of the ordinary hourly rate for each hour of duty on that day.

5.6.7 Additional Leave for Rostered Employees

5.6.7(a) Rostered Employees, other than Irregular Part-Time Employees, will be entitled to Additional Leave as follows:

- i. where their rostered time of ordinary duty includes at least ten Sundays during the calendar accrual year, an additional week's Leave; or
- ii. where their rostered time of ordinary duty includes less than ten Sundays during the calendar accrual year, Additional Leave at the rate of one-tenth of a working week in respect of each Sunday worked.

5.6.7(b) Irregular Part-time Employees will be entitled to a pro rata amount of Sunday Leave calculated on the basis of their annual full-time equivalent rostered time worked.

5.6.7(c) Calculation of the entitlement to Additional Leave will be completed no later than the end of January of the following year.

5.6.7(d) Subject to the approval of the Employer, an Employee may elect to have the Additional Leave paid out at their ordinary rate of pay.

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5.7 Allowances

5.7.1 First Aid Allowance

5.7.1(a) Where an Employee, in addition to their normal duties, agrees to be appointed by the Employer to perform first aid duties:

- i. The Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification.
- ii. The Employee will be paid an allowance payable in fortnightly instalments. This allowance will be as follows:

EFFECTIVE DATE	AMOUNT (p.a.)
1 July 2009	\$471
1 February 2010	\$477
1 October 2010	\$493

5.7.1(b) The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

5.7.2 Footwear Allowance

5.7.2(a) All Employees of the Customer Service Department who are required to wear one of Museum Victoria's Customer Service Officer uniforms will be paid an annual allowance as described below. The footwear must be appropriate to the role and observe health and safety requirements.

5.7.2(b) For each fortnight, or part thereof, an amount equal to 1/26th of the allowance will be paid.

EFFECTIVE DATE	AMOUNT (p.a.)
1 July 2009	\$119
1 February 2010	\$121
1 October 2010	\$125

5.7.3 On Call Allowance

5.7.3(a) The Employer may require an Employee to be On Call outside the Employee's ordinary hours of work to perform work away from their usual place or places of work, which requires an immediate response. The Employee may also be required to be recalled to their usual place or places of work.

5.7.3(b) The Employer will, in consultation with the Employee, establish a roster for On Call duty.

5.7.3(c) The Employee may refuse to be On Call where this may result in the Employee working hours which are unreasonable having regard to:

- i. any risk to the Employee's health and safety;
- ii. the Employee's personal circumstances including family responsibilities;
- iii. the needs of the workplace;
- iv. the notice (if any) given by the Employer of the stand-by and by the Employee of his or her intention to refuse it; and
- v. any other relevant matter.

5.7.3(d) An Employee On Call:

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- i. must be able to be contacted immediately by an agreed means of communication provided by the Employer;
- ii. must be able to travel to their usual place or places of work within a reasonable time;
- iii. will, if required to be recalled to work, be provided by the Employer with appropriate transport or be reimbursed travel expenses in accordance with **Clause 5.14** (*Reimbursement of Travel Expenses*) of this agreement; and
- iv. must be fit for duty.

5.7.3(e) The Employer must pay the following allowance for On Call duty:

Effective	Per Night	Per Day/Night
1 July 2009	\$22.50	\$45.30
1 February 2010	\$22.80	\$45.90
1 October 2010	\$23.50	\$47.40

5.7.3(f) The above Allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further following up.

5.7.3(g) All work after the initial limited response to a telephone call or e-mail will be remunerated as Overtime in accordance with **Clause 3.4.4** (*Payment for Overtime*). Where the Employee is not required to attend the workplace, they will have the Overtime paid as it is worked with no minimum hours applicable.

5.7.3(h) An Employee who is required to attend the workplace is entitled to a minimum Overtime payment of three hours.

5.7.3(i) The On Call Allowance does not apply where On Call is incorporated into total remuneration or is otherwise compensated.

5.7.4 Meal Allowance

5.7.4(a) An Employee will be reimbursed the reasonable cost of a meal actually incurred, where the Employee is required to work a period of overtime of at least two hours (excluding a meal break) on a day they normally work, and a meal break of at least 30 minutes is taken either:

- i. between the completion of their ordinary hours for that day and the commencement of the overtime period, or
- ii. during the period of that overtime.

5.7.4(b) The reasonable cost of a meal is in line with that detailed by Australian Taxation Office, as amended from time to time.

5.7.4(c) An Employee who is required to work a period of overtime on a day they are normally not required to work, will be reimbursed the reasonable cost of a meal provided they work at least five hours and a meal break of at least 30 minutes is taken.

5.7.5 Projectionist Allowance

5.7.5(a) In accordance with Cinema Industry practice, IMAX projectionists required to work beyond five hours without a meal break will be paid an

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Allowance at the rate of 100% additional of the ordinary hourly rate for 30 minutes.

5.8 Temporary Assignment

5.8.1 Museum Victoria will endeavour to provide Employees with the opportunity for training and development through assignments to an equivalent or higher level position, for a temporary period of time. To enable staff development, the merit and equity principles may not apply to the selection of candidates to take on temporary assignments.

5.8.2 Higher Duties

5.8.2(a) A Higher Duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position for a period longer than five consecutive working days. A "higher classified position" is a position classified at a higher Grade or Value Range.

5.8.2(b) Payment will be made as follows:

- i. where the Temporary Assignment position is classified at Value Range 1 of a higher Grade, payment will be made at the base of Value Range 1 of that higher Grade;
- ii. where the Temporary Assignment position is classified at Value Range 2 of a higher Grade, payment will be made at the base of Value Range 2 of that higher Grade;
- iii. where the substantive occupant of the Temporary Assignment position is paid at Value Range 2 of a higher Grade, as a result of progression, but the position is classified at Value Range 1, payment will be made at the base of Value Range 1 of that higher Grade.

5.8.2(c) Where an appointment to a Temporary Assignment is to be made for other than the purpose of staff development, then in accordance with the *Public Administration Act 2004*, a process must be used which follows the standard for merit in employment.

5.8.3 Level of Allowance

5.8.3(a) The level of allowance shall be in proportion to the extent of the Higher Duties performed (i.e. 25%, 50%, 75% or 100%).

5.8.4 Leave While Undertaking a Temporary Assignment

5.8.4(a) Paid leave taken during a Temporary Assignment shall be paid inclusive of the allowance, provided the Employee resumes the duties of the Temporary Assignment on their return from leave.

5.9 Accident Compensation

5.9.1 Where an Employee is absent from duty as a result of sustaining a work-related injury, the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985*, the Employee will, except where otherwise provided in this Clause, be entitled to Accident Make-up Pay equivalent to their normal salary less the amount of weekly compensation payments.

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5.9.2 Payment – Maximum Entitlement

5.9.2(a) The Employer will continue to provide accident make up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours. An entitlement to accident make up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, unless employment ceases or the benefits payable under the *Accident Compensation Act 1985* cease.

5.9.2(b) The Employer may grant the Employee Leave Without Pay where an entitlement to accident make up pay has ended.

5.9.3 Rehabilitation

5.9.3(a) The Employer is genuinely committed to the rehabilitation of injured workers and will take all reasonable steps to achieve this outcome where required.

5.10 Payment of Salaries

5.10.1 Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.

5.10.2 Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.

5.10.3 Employees must be provided either in writing or electronically (at the discretion of the Employer), with details of each pay regarding the make up of their remuneration and any deductions.

5.10.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.

5.10.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994(VIC)* as amended from time to time or any successor that Act.

5.11 Salary Packaging

5.11.1 Subject to the provisions of this Clause, an Employee may choose to package their salary, subject to compliance with relevant taxation legislation.

5.11.2 An Employee may enter into a Salary Packaging arrangement with their Employer using pre-tax salary in respect of, but not limited to, the following items:

- i. a portable electronic device used primarily for work purposes;
- ii. membership fees and subscriptions to professional associations;
- iii. home office expenses;
- iv. financial counselling fees;

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- v. disability/income protection insurance premiums; and
- vi. self education expenses.

5.11.3 All costs associated with Salary Packaging, including reasonable administrative costs, are to be met from the salary of the participating Employee.

5.11.4 Participation in the scheme will not affect an Employee's salary for superannuation or any other purpose. Any money owed to Museum Victoria as a result of an Employee participating in the scheme must be repaid before the Employee leaves Museum Victoria.

5.11.5 Participation in the scheme will be entirely voluntary and Employees will be responsible for obtaining their own financial advice regarding Salary Packaging. As not all options have necessarily beneficial financial outcomes, Employees are strongly recommended to seek independent financial advice.

5.12 Superannuation

5.12.1 The Employee will be offered membership of VicSuper or, if they are an existing member, a Victorian exempt public sector superannuation scheme. Alternatively, the Employee may nominate to the Employer, within 14 days of commencement, an Industry Superannuation Fund selected from the list supplied by Museum Victoria, subject to the fund being a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993*.

5.12.2 The Employer will contribute, or will be deemed to contribute, regardless of age, to the Employee's fund, or another approved fund nominated by the Employee, an amount in accordance with the Commonwealth *Superannuation Guarantee Administration Act 1992*.

5.12.3 Superannuation Salary Sacrifice

5.12.3(a) Subject to the provisions of this Clause, an Employee may make additional superannuation contributions to their nominated superannuation fund through Salary Sacrifice arrangements, subject to compliance with relevant taxation legislation.

5.12.3(b) In the case of Salary Sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

5.13 Supported Wage System

5.13.1 We are committed to the employment of people with a disability. Where an Employee cannot work at full Award wages because of a disability, their employment shall be governed by the appropriate Government standards; currently the "Supported Wage System: Guidelines and Assessment Process." Further details appear in **Clause 5.13** (*Supported Wage System*).

5.13.2 Guidelines and Assessment Process

5.13.2(a) This Clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this Clause, the following definitions will apply:

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- i. **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- ii. **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- iii. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- iv. **Assessment Instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

5.13.3 Eligibility Criteria

5.13.3(a) Employees covered by this Clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

5.13.3(b) This Clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of accident compensation legislation, or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

5.13.4 Supported Wage Rates

5.13.4(a) Employees to whom this Clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

provided that the minimum amount payable shall be not less than \$71 per week.

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

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5.13.5 Assessment of Capacity

- 5.13.5(a)** For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:
- i. the Employer and a union covered by this Agreement, in consultation with the Employee or, if desired by any of these;
 - ii. the Employer and an accredited assessor from an agreed panel.

5.13.6 Lodgement of Assessment Instrument

- 5.13.6(a)** All assessment instruments under the conditions of this Clause, including the appropriate percentage of the Agreement salary to be paid to the Employee, shall be lodged by the Employer with the Registrar of Fair Work Australia.

- 5.13.6(b)** All assessment instruments shall be agreed and signed by the Employer and a union covered this Agreement.

5.13.7 Review of Assessment

- 5.13.7(a)** The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

5.13.8 Other Terms and Conditions of Employment

- 5.13.8(a)** Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of the Clause will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement paid on a pro rata basis.

5.13.9 Workplace Adjustment

- 5.13.9(a)** An Employer wishing to employ a person under the provisions of this Clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

5.13.9 Trial Period

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

- 5.13.9(b)** During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined. The minimum amount payable to the Employee during the trial period shall be no less than \$71 per week. Work trials should include induction or training as appropriate to the job being trialled.

- 5.13.9(c)** Where the Employer and Employee wish to establish a continuing employment relationship, following the completion of the trial period, a

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further contract of employment shall be entered into based on the assessment outcome.

5.14 Reimbursement of Expenses

5.14.1 The Employer will reimburse the Employee their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties, subject to the Employee providing the evidence accepted by the Employer. Any claims for reimbursement must be submitted as soon as practicable, and within no more than one month, for which the expense is incurred.

5.14.2 Allowable expenses include but are not limited to: travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location, as well as expenses incurred in using private motor vehicles and private mobile and home telephones.

5.14.3 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event and within no more than one month, the Employee will provide the Employer with an account of all expenses incurred, together with receipts and/or other evidence accepted by the Employer, and any balance owed to the Employer.

5.14.4 Private Motor Vehicle Use

5.14.4(a) Museum Victoria encourages Employees to use Museum Victoria vehicles and public transport, including taxis, for travel for work purposes.

5.14.4(b) Where an Employee is expressly authorised by the Employer to use their private motor vehicle in the course of their employment, they will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of their employment. Reimbursement rates will be in accordance with the Australian Taxation Office's "Rates Per Business Kilometre".

PART 6 – LEAVE

6.1 Annual Leave

6.1.1 Annual Leave Entitlement

6.1.1(a) An Employee accrues paid Annual Leave at the rate of four weeks (152 hours for Employees whose ordinary hours of duty average 76 hours per fortnight) for each 12 months of employment with the entitlement being cumulative.

6.1.1(b) Where an Employee works less than a full calendar year, Annual Leave will accrue at the rate of

- i. 12 and 2/3 hours for each completed month of service for a full-time Employee; and
- ii. at a pro rata rate for Employees whose ordinary hours of duty do not average 76 hours per fortnight.

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6.1.1(c) Annual Leave is credited in the first pay run after the completion of each calendar month and is calculated on the actual hours worked for that calendar month, excluding overtime.

6.1.1(d) An Employee may request that whole or part of their Annual Leave be taken at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

6.1.1(e) Employees are only eligible to take Annual Leave which has actually been accrued.

6.1.2 Single Day Absences

6.1.2(a) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer, to take Annual Leave in single days not exceeding ten days in any calendar year at a time or times agreed between them.

6.1.3 Annual Leave Loading

6.1.3(a) All Employees are eligible for Annual Leave Loading. Annual Leave loading will be paid retrospectively every January and shall be calculated at the rate of 17.5% on the amount of Annual Leave accrued for the preceding calendar year.

6.1.3(b) The maximum payment of the amount calculated, will be at the rate applicable to the top of Grade 4.

6.1.4 Requirement to Take Annual Leave

6.1.4(a) Annual Leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave.

6.1.5 Payment of Annual Leave on Termination of Employment

6.1.5(a) An Employee who, upon retirement, resignation or termination of employment, has an outstanding Annual Leave entitlement will be paid an amount equal to the unused Annual Leave entitlement and any unpaid Leave Loading. Any Leave Loading payable pursuant to this Clause shall be calculated at the rate of 17.5% on the amount of Annual Leave accrued in the calendar year and shall be subject to the cap specified in **Clause 6.1.3** (*Annual Leave Loading*).

6.2 Personal Leave

6.2.1 Sick Leave

6.2.1(a) A full time Employee is entitled to 15 days (114 hours) paid sick leave for each year of service, with the entitlement being cumulative. Part-time Employees are entitled to Sick Leave on a pro rata basis. Leave is credited on the commencement of employment and each anniversary thereafter. An Employee on a contract of less than one full year will be credited Sick Leave on a pro rata basis.

6.2.1(b) On commencement, an Irregular Part-time Employee will be credited with a pro rata amount of Sick Leave based on their minimum contracted hours. Where an Irregular Part-time Employee works more than their minimum contracted hours over a calendar month, they will

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be credited the pro rata amount of Sick Leave for the hours worked above their minimum contract. This adjustment will be made in the pay run immediately following the conclusion of that calendar month.

6.2.1(c) Where an Employee has been on Sick Leave for at least six weeks and has a certificate indicating an ongoing need for Sick Leave, the Employer may require that an Employee provide a further medical certificate from a registered practitioner of mutual choice.

6.2.1(d) Where an Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical certificate from a registered practitioner of mutual choice, indicating the Employee's capacity to perform their duties.

6.2.2 Provision of Medical Certificate or Statutory Declaration

6.2.2(a) Five days (38 hours) in each employment year may be taken without a medical certification or a statutory declaration. This is pro rata for Part-time Employees.

6.2.2(b) An Employee may provide a statutory declaration as certification of their absence on five occasions in an accrual year.

6.2.2(c) If the period of Sick Leave is for a continuous period of 22.8 hours (three days) or more, the Employee shall provide, where practicable, a medical certificate from a registered practitioner. If the period of Sick Leave is for less than 22.8 hours, the Employee may be required by the Employer to provide a medical certificate from a registered practitioner. This is pro-rata for part-time Employees.

6.2.2(d) For the purposes of this Clause, "registered practitioner" means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist; or practitioner registered by the Chinese Medicine Registration Board of Victoria.

6.2.2(e) The Employee must provide any medical certificate or statutory declaration as soon as reasonably practicable (i.e. within 5 days of their return to work). Failure to do so may render the Employee ineligible for Sick Leave with pay.

6.2.2(f) Certificates of attendance in relation to medical procedures or tests will be considered to represent a maximum of one half day certificated leave, unless otherwise specified on the certificate.

6.2.3 Notification of Absence

6.2.3(a) The Employee must endeavour to verbally notify their Manager of their absence as soon as possible on the day of absence and for rostered staff, notification must be received prior to commencement of their shift.

6.2.4 Infectious Disease/Dangerous Medical Conditions

6.2.4(a) Upon report by a registered medical practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be

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practicable for the Employee to return to work having regard to the restrictions imposed by law.

6.2.4(b) Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, the Employer may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a registered medical practitioner.

6.2.4(c) Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee must be regarded as Sick Leave.

6.2.5 Military Service Sick Leave

6.2.5(a) Where the Employer is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under *the Veterans' Affairs Act 1986* as varied from time to time, including operational service, peacekeeping service or hazardous service, the Employee will be credited with 114 hours special leave with pay for each year of service with the Victorian Public Service from the conclusion of the Employee's operational, peacekeeping or hazardous service.

6.2.5(b) Leave under this Clause will be cumulative to a maximum of 760 hours. This leave is in addition to Sick Leave under **Clause 6.2.1 (Sick Leave)**.

6.2.5(c) For each period of special leave taken, the Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service from a registered medical practitioner. For the purpose of this Clause the definition of "registered practitioner" will be the same as for **Clause 6.2.1 (Sick Leave)**.

6.2.6 Carer's Leave

6.2.6(a) An Employee who is required to care for a member of their Immediate Family - see **Clause 1.15 (Definitions)** - or household, will be entitled to use their Sick Leave accrual to provide such person with care and support.

6.2.6(b) Carer's Leave with pay will be deducted from an Employee's sick leave credits. Part-time Employees are entitled to Carer's Leave on a pro rata basis.

6.2.6(c) If, in any 12 month period, an Employee has exhausted their Sick Leave credits, the Employee may use up to a maximum of 22.8 hours of their Compassionate Leave entitlement for the purpose of Carer's Leave, provided that a medical certificate from a registered practitioner or a statutory declaration is provided.

6.2.6(d) If, in any 12 month period, an Employee has exhausted their Sick Leave credits, the Employee is entitled to up to two days' unpaid carer's leave on each occasion.

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6.2.7 Provision of Medical Certificate or Statutory Declaration

6.2.7(a) Five days (38 hours) in each employment year may be taken without medical certification or a statutory declaration. This is pro rata for Part-time Employees.

6.2.7(b) Notwithstanding the above, the Employer may require the Employee to provide a medical certificate from a registered practitioner or statutory declaration stating that the person concerned required the Employee's care and support.

6.2.7(c) If the period of Carer's Leave is for a continuous period of 22.8 hours or more, the Employee shall provide a medical certificate from a registered practitioner. If the period of Carer's Leave is for less than 22.8 hours, the Employee may be required by the Employer to provide a medical certificate from a registered practitioner. This is pro-rated for Part-time Employees.

6.2.7(d) The Employee must provide any medical certificate or statutory declaration as soon as reasonably practicable (i.e. within 5 days of their return to work). Failure to do so may render the Employee ineligible for Carer's Leave with pay.

6.2.8 Carer's Leave for Casual Employees

6.2.8 (a) Subject to the notice and evidence requirements outlined above, Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for members of their Immediate Family or household who are sick and require care and support, or who require care due to an unexpected emergency.

6.2.8 (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

6.2.8 (c) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this Clause. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

6.3 Compassionate Leave

6.3.1 An Employee is entitled to up to three days paid leave and up to an additional five days unpaid leave in each event of death or serious illness of an immediate family or household member (see **Clause 1.15 Definitions**).

6.3.2 Additional Compassionate Leave

6.3.2(a) If an Employee has exhausted leave under this Clause, they can access up to three days' paid Sick Leave. If an Employee has exhausted their accrued paid Sick Leave, the Employer may grant up to three days unpaid leave. An Employee may be granted leave beyond three days where the Employer is satisfied those three days is inadequate in the circumstances.

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6.3.3 Compassionate Leave for Casual Employees

6.3.3(a) Casual Employees are entitled to not be available to attend work, or to leave work, upon the death or serious illness of an Immediate Family or household member.

6.3.3(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

6.3.3(c) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this Clause. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

6.4 Long Service Leave

6.4.1 An Employee with ten years continuous service is entitled to 495.6967 hours (three months) paid Long Service Leave. An Employee is entitled to a further 247 hours (6.5 weeks) for each additional five years of continuous service. Part-time Employees are entitled to Long Service Leave on a pro rata basis.

6.4.2 An Employee is entitled to access their Long Service Leave entitlement, on a pro rata basis, after an initial 7 years of paid continuous service.

6.4.3 Employees are not eligible for payment in lieu of taking Long Service Leave, except at the termination of employment.

6.4.4 Public Holidays during Long Service Leave

6.4.4(a) Where a public holiday occurs during a period of Long Service Leave granted to an Employee, the public holiday is not to be regarded as part of the Long Service Leave and will not be deducted from the Employee's leave balance.

6.4.5 Eligible Period of Service

6.4.5(a) An Employee is entitled, or in the case of death is deemed to have been entitled, to an amount of Long Service Leave with pay equalling one-fortieth of the Employee's eligible period of service if:

- i. on account of age or ill health the Employee retires or is retired; or the employment of the Employee is terminated by the Employer; or
- ii. the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or
- iii. the Employee dies.

6.4.5(b) In this Clause "eligible period of service" means the period of continuous service by the Employee between four years and seven years.

6.4.6 Period of Leave

6.4.6(a) An Employee who is entitled to take their Long Service Leave will take the whole or any part of their entitlement at the current time fraction they work.

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- 6.4.6(b)** Notwithstanding **Clause 6.4.6(a)**, the Employer and the Employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.
- 6.4.6(c)** After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.
- 6.4.7** **Time of Taking Leave**
- 6.4.7(a)** The Employer may determine the time for granting Long Service Leave so that the Employer's operations will not be unduly affected by the granting of Long Service Leave to numbers of Employees at or about the same time.
- 6.4.7(b)** The approval of Long Service Leave requests will not be unreasonably withheld.
- 6.4.8** **Payment for Leave**
- 6.4.8(a)** The pay to which an Employee is entitled for the period during which Long Service Leave is granted shall:
- i. if the leave is granted with full pay - be computed in the same manner as if the Employee had remained on duty during that period; or
 - ii. if the leave is granted at another time fraction - be computed at the corresponding rate of pay the Employee would have received had the leave been granted with full pay.
- 6.4.8(b)** In computing the pay of an Employee for, or in lieu of, Long Service Leave, that pay includes:
- i. if the Employee is receiving salary maintenance, that salary maintenance; and
 - ii. any Higher Duties Allowance where the Allowance has continued for a period of at least 12 months before the commencement of the leave; and
 - iii. any annual allowance payable to the Employee which the Employer determines should be included, but does not include any payment of overtime or penalty rates; or any allowance in the nature of reimbursement of expenditure.
- 6.4.8(c)** Nothing in this Clause entitles an Employee to Long Service Leave (or payment for Long Service Leave) for a period of service where the Employee was entitled to receive Long Service Leave (or payment for Long Service Leave) from an Employer other than Museum Victoria or for which the Employee has received Long Service Leave (or a payment in respect of Long Service Leave) from any other Employer.
- 6.4.9** **Payment for Unused Entitlement**
- 6.4.9(a)** An Employee, who, upon retirement, resignation or termination of employment, has an outstanding Long Service Leave entitlement, will be entitled to an amount equal to the unused Long Service Leave entitlement.

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6.5 Recognition of Prior Service

6.5.1 An Employee may seek recognition of previous service for Long Service Leave purposes. The service that will be recognised for such purposes includes:

- (a) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or
- (b) any service with a public entity under the *Public Administration Act 2004* (Vic); or
- (c) any service with a local governing body that is established by or under a law of Victoria.

6.5.2 In this Clause, an “authority” means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.

6.5.3 Notwithstanding the above, the Employer may recognise any service with a public sector authority or local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia.

6.5.4 The service which will be recognised under this Clause does not include any period of service:

- (a) which preceded a continuous gap in approved Recognised Service of greater than 12 months other than an absence of 3 years or less in the nature of retirement occasioned by disability; or an absence of 2 years or less which in the opinion of the Employer was caused by special circumstances; or
- (b) during any absence from duty on Maternity, Paternity/Partner or Adoption Leave Without Pay; or
- (c) during any other absence on leave without pay; or
- (d) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 1985* or any corresponding previous enactment, other than the first 12 months of that period; or
- (e) which followed the date on which a pension under the State Superannuation Act 1988 (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding 12 months during which a pension under section 83A(1) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or
- (f) from which the Employee was dismissed for disciplinary reasons.

6.5.5 An Employee who has received a Targeted Separation Package from the Victorian Public Sector will, on re-employment with Museum Victoria, have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than 12 months.

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6.5.6 An Employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised on re-employment with Museum Victoria.

6.5.7 An application for the recognition of prior service under this Clause must be made within six months of an Employee's starting date with Museum Victoria.

6.6 Leave Without Pay

6.6.1 An Employee may be granted Leave Without Pay by the Employer for any purpose, subject to all other relevant paid leave entitlements being exhausted.

6.6.2 Unless otherwise provided for in this Agreement, Leave Without Pay granted under this Clause shall not break the Employee's continuity of employment but Leave Without Pay will not count as service for leave accrual or other purposes.

6.7 Parental Leave

6.7.1 Subject to this Clause, an Employee, other than a Casual Employee, is entitled to the following paid and/or unpaid Parental Leave:

- Maternity Leave
- Paternity/Partner Leave
- Adoption Leave
- Paid Permanent Care Leave, and
- Grandparent Leave.

6.7.2 The leave available under this clause is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	14 weeks	90 weeks if primary care giver	104 weeks
Paternity/Partner Leave – primary care giver	6 weeks	98	104 weeks
Paternity/Partner Leave – secondary care giver	1 week		
Adoption Leave – primary care giver	14 weeks	90 weeks	104 weeks
Adoption Leave – secondary care giver	1 week	2 weeks	3 weeks
Permanent Care Leave	14 weeks if primary care giver		
Grandparent Leave		52 weeks if primary care giver	

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6.7.3 For the purpose of this Clause “child” means a child of the Employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

6.7.4 Maternity Leave

6.7.4(a) A female Employee, other than a casual Employee, who has at least 12 months continuous service, will be granted 14 weeks paid Maternity Leave, to be taken in connection with the birth of her baby either before and/or after the birth. If she is the primary care giver, she will be entitled to a further period of unpaid leave, but the total of her paid and unpaid leave must not exceed 104 weeks. If she does not qualify for paid Maternity Leave, she will be entitled to take up to 52 weeks unpaid Maternity Leave. An Employee who has been on leave without pay in excess of 52 weeks does not have an entitlement to paid Maternity Leave whilst on such leave without pay.

6.7.4(b) The Employee shall confirm her intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of Maternity Leave. If agreed by the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child’s schooling. If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement. It is agreed that the three year limitation on the use of fixed-term employment does not apply in these cases.

6.7.4(c) Where leave is granted under this Clause, during the period of leave, the Employee may return to work at any time, subject to agreement by the Employer. Where the Employee’s position has been temporarily filled for the period of their absence, it is unlikely that an early return to work will be possible.

6.7.4(d) A Long-Term Casual Employee, **Clause 6.7.21** (*Long-Term Casual Employee*), is entitled to a period of 52 weeks unpaid Maternity Leave.

6.7.5 Maternity Leave Notification Requirements

6.7.5(a) The Employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:

- i. of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) – at least 10 weeks;
- ii. of the date on which the Employee proposes to commence Maternity Leave and the period of leave to be taken – at least four weeks.

6.7.5(b) When the Employee gives such notice the Employee must also provide a statutory declaration stating particulars of any period of Paternity Leave sought or taken by her partner and that for the period of Maternity Leave she will not engage in any conduct inconsistent with her contract of employment.

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- 6.7.5(c)** An Employee will not be in breach of this Clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 6.7.5(d)** Subject to the above, and unless agreed otherwise between the Employer and Employee, an Employee may commence Parental Leave at any time within the 14 weeks immediately prior to the expected date of birth.
- 6.7.5(e)** Where the Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, the Employee shall provide a medical certificate stating that she is fit for work in her present position.
- 6.7.5(f)** Where the Employee:
- i. does not provide the medical certificate within the timeframe detailed above, or within seven days following a request by the Employer; or
 - ii. provides a certificate stating the Employee is unfit for work
- the Employer may require the Employee to commence their Maternity Leave immediately.
- 6.7.6** **Sick Leave and Special Maternity Leave**
- 6.7.6(a)** Where the pregnancy of an Employee not then on Maternity Leave terminates, other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- i. where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid Sick Leave entitlements in accordance with the relevant Personal Leave provisions;
 - ii. where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid Special Maternity Leave not exceeding the Employee's entitlement to paid Maternity Leave, and thereafter, to unpaid Special Maternity Leave.
- 6.7.6(b)** Where an Employee not then on Maternity Leave is suffering from an illness, whether related or not to pregnancy, the Employee may take any paid Sick Leave to which she is entitled and/or unpaid Sick Leave in accordance with the relevant Personal Leave provisions.
- 6.7.7** **Transfer to a Safe Job**
- 6.7.7(a)** Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness, or risks arising out of the pregnancy, or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue in her present position, the Employer will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.

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- 6.7.7(b)** If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or the Employer may require the Employee to take paid leave immediately, for a period which ends at the earliest of either:
- i. when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - ii. when the Employee's pregnancy results in the birth of a living child, or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

6.7.8 Public Holidays during Maternity Leave

- 6.7.8(a)** Where a Public Holiday occurs during a period of paid Maternity Leave granted to an Employee, the Public Holiday is not to be regarded as part of the Maternity Leave and will not be deducted from the period of Maternity Leave.

6.7.9 Paternity/Partner Leave

- 6.7.9(a)** An Employee, other than a casual Employee, who has at least 12 months continuous service will be entitled to one week Paternity Leave with pay where they are not the primary carer, or six weeks paid and up to 98 weeks unpaid Paternity Leave where they are the primary carer in connection with the birth of a child for whom they have accepted responsibility, to be taken either before and/or after the birth.

- 6.7.9(b)** An Employee will also be entitled to one week paid Paternity/Partner Leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

- 6.7.9(c)** The paid portion of Paternity Leave must be utilised within 12 months of the birth of the child and may be taken on half pay.

- 6.7.9(d)** The Employee shall confirm their intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of Paternity/Partner Leave. If agreed by the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement.

- 6.7.9(e)** It is agreed that the three year limitation on the use of fixed term employment does not apply in these cases.

- 6.7.9(f)** An Long-Term Casual Employee, **Clause 6.7.12 (Long-Term Casual Employee)**, is entitled to a period of 52 weeks unpaid Paternity Leave.

6.7.10 Paternity/Partner Leave Notification Requirements

- 6.7.10(a)** An Employee will provide to the Employer at least 10 weeks prior to each proposed period of Paternity Leave:
- i. a certificate from a registered medical practitioner that names the Employee's partner, states that she is pregnant

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and the expected date of confinement, or states the date on which the birth took place; and

- ii. written notification of the dates on which the Employee proposes to start and finish the period of Paternity Leave; and
- iii. except in relation to leave taken simultaneously with the child's mother, a statutory declaration stating:
 - (a) they will take that period of Paternity Leave to become the primary care-giver of a child;
 - (b) particulars of any period of Maternity Leave sought or taken by the Employee's partner; and
 - (c) that for the period of Paternity Leave they will not engage in any conduct inconsistent with his contract of employment.

6.7.10(b) The Employee will not be in breach of this Clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

6.7.11 Public Holidays During Paternity Leave

6.7.11(a) Where a Public Holiday occurs during a period of paid Paternity Leave granted to an Employee, the Public Holiday is not to be regarded as part of the Paternity Leave and will not be deducted from the period of Paternity Leave.

6.7.12 Adoption Leave

6.7.12(a) If an Employee, other than a casual Employee, is adopting a child and has at least 12 months continuous service, they will be entitled to 14 weeks paid Adoption Leave, in connection with the adoption of the child if they are the primary care giver, or one week of paid Adoption Leave if they are the secondary care giver. Adoption Leave can be taken either before and/or after the adoption.

6.7.12(b) If the Employee is the primary care giver, they will be entitled to a further period of unpaid Adoption Leave, but the total of the paid and unpaid leave must not exceed 104 weeks. The Employee shall confirm their intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of Adoption Leave. If agreed by the Employer and the Employee, the return to work can be on a Part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement. It is agreed that the three year limitation on the use of fixed term employment does not apply in these cases.

6.7.12(c) An Employee, other than a casual Employee, who has at least 12 months continuous service, will be entitled to one week of Adoption Leave with pay and two weeks Adoption Leave without pay where they are the secondary carer of an adoptive child for whom they have responsibility. The leave to be taken either immediately before and/or after the placement of the child occurs.

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- 6.7.12(d)** A Long-Term Casual Employee, **Clause 6.7.21** (*Long-Term Casual Employee*), is entitled to a period of 52 weeks unpaid Adoption Leave.
- 6.7.13** **Adoption Leave Notification Requirements**
- 6.7.13(a)** The Employee shall be required to provide the Employer with written notice of their intention to apply for Adoption Leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 6.7.13(b)** The Employee will notify the Employer at least 10 weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. The Employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 6.7.13(c)** The Employee must give the following written notice of the first and last days of any period of Adoption Leave they intend to apply for because of the placement:
- i. where a placement notice is received within the period of eight weeks after receiving the placement approval notice – before the end of that eight week period; or
 - ii. where a placement notice is received after the end of the period of eight weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 6.7.13(d)** Before commencing Adoption Leave, the Employee will provide the Employer with a statutory declaration stating:
- i. except in relation to leave taken simultaneously with the child's other adoptive parent, that the Employee is seeking Adoption Leave to become the primary care-giver of the child;
 - ii. particulars of any period of Adoption Leave sought or taken by the Employee's partner; and
 - iii. that for the period of Adoption Leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.
- 6.7.13(e)** The Employer may require the Employee to provide confirmation from the appropriate government authority of the placement.
- 6.7.13(d)** Where the placement of the child for adoption with the Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 6.7.13(e)** An Employee will not be in breach of this Clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 6.7.13(f)** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are

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necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

6.7.14 Public Holidays During Adoption Leave

6.7.14(a) Where a public holiday occurs during a period of paid Adoption Leave granted to the Employee, the public holiday is not to be regarded as part of the Adoption Leave and will not be deducted from the period of Adoption Leave.

6.7.15 Right to Request

6.7.15(a) To assist the Employee in reconciling work and parental responsibilities, an Employee entitled to Parental Leave may request the Employer to allow the Employee:

- i. to extend the period of simultaneous unpaid Parental Leave up to a maximum of eight weeks; and
- ii. to return from a period of Parental Leave on a Part-time basis until the child reaches school age.

6.7.15(b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.7.15(c) The Employee's request and the Employer's decision must be recorded in writing.

6.7.15(d) Where an Employee wishes to make a request to return to work Part-time, in accordance with this Clause, such a request must be made as soon as possible but no less than eight weeks prior to the date upon which the Employee is due to return to work from Parental Leave.

6.7.16 Variation of Period of Parental Leave

6.7.16(a) An Employee may apply to vary their period of approved Parental Leave on one occasion. Any application to vary must be received by the Employer at least four weeks prior to the proposed commencement date of the variation.

6.7.17 Permanent Care Leave

6.7.17(a) If an Employee, other than a Casual Employee, is granted custody of a child under the age of five years made under the *Children and Young Person's Act 1989* by the Children's' Court or the Family Court, and the Employee is the primary care giver for the child, the Employee will be entitled to 14 weeks paid leave at a time to be agreed.

6.7.18 Parental Leave and Other Entitlements

6.7.18(a) An Employee may, in lieu of, or in conjunction with, Parental Leave, access any other paid leave, excluding Sick Leave, which they have

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accrued subject to the total amount of leave not exceeding 104 weeks or a longer period as agreed under **Clause 6.7.15** (*Right to Request*).

6.7.18(b) An Employee who takes paid and/or unpaid Parental Leave will accrue Annual Leave for 26 weeks from the date of their Parental Leave starting. The leave will accrue on a pro-rata basis at the time fraction the Employee is being paid or, in the case of unpaid Parental Leave, the time fraction the Employee was working immediately prior to them commencing Parental Leave, excluding the period in which a female Employee may reduce her time fraction as a result of being pregnant.

6.7.18(c) The 26 weeks is inclusive of where the Employee utilises other paid leave (e.g Annual Leave).

6.7.18(d) A female Employee who reduces the time fraction she works to better cope during pregnancy will not have her subsequent paid Maternity Leave reduced accordingly.

6.7.19 Pre-Natal Leave

6.7.19(a) In addition to the Maternity Leave and Carer's Leave provisions of this Agreement, an Employee, other than a Casual Employee, who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

6.7.19(b) The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.

6.7.19(c) On presentation of a medical certificate from a registered medical practitioner stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-Clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

6.7.20 Half Pay Provision

6.7.20(a) The Employer may allow an Employee who is entitled to paid Parental Leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

6.7.21 Long-Term Casual Employee

6.7.21(a) The *Fair Work Act 2009* defines a Long-term Casual Employee as a casual Employee who has been engaged on a regular and systematic basis for a period, or sequence of periods, of at least 12 months and for whom, but for an expected birth or placement of a child, would have a reasonable expectation of continuing engagement by the Employer.

6.7.21(b) The Employer must not fail to re-engage a Casual Employee because:

- i. the Employee or Employee's partner is pregnant; or
- ii. the Employee is or has been immediately absent on Parental Leave.

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- 6.7.21(c)** The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this Clause.
- 6.7.22**
6.7.22(a) **Returning to Work after a Period of Parental Leave**
The Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.
- 6.7.22(b)** The Employee will be entitled to the position held immediately before proceeding on Parental Leave. In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position held immediately before such transfer.
- 6.7.22(c)** Where such position no longer exists but there are other positions available that the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the former position.
- 6.7.23**
6.7.23(a) **Parental Leave Without Pay**
Upon application by the Employee, Leave Without Pay may be granted to the primary care giver as an extension of Maternity, Adoption or Paternity/Partner Leave. The total amount of leave, inclusive of Maternity, Adoption or Paternity/Partner Leave cannot exceed seven years.
- 6.7.23(b)** The Employee must make an application for the extension of the leave at least eight weeks prior to the expiration of the approved leave period.
- 6.7.23(c)** Unless otherwise provided for in this Agreement, Leave Without Pay under this Clause shall not break the Employee's continuity of employment but it will not count as service for leave accrual or other purposes.
- 6.7.23(d)** Upon return to work the Employer reserves the right to be able to reallocate the Employee to other duties.
- 6.7.23(e)** Parental Leave Without Pay shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.
- 6.7.24**
6.7.24(a) **Communication During Parental Leave**
It is recognised that an Employee's successful return to work following a period of Parental Leave will be supported by the Employer and the Employee having regular communication during the period of leave. As such, prior to commencing the period of leave, the Employer and the Employee shall agree on a frequency and mode of communication, taking into account the nature of the leave.
- 6.7.24(b)** Notwithstanding **Clause 6.7.24(a)**, where an Employee is on Parental Leave and a definite decision has been made that will have a significant affect on the status, pay or location of the Employee's pre-parental leave position, the Employer shall take reasonable steps to:
- i. make information available in relation to any significant effect the change will have on the status or responsibility level of

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the position the Employee held before commencing Parental Leave; and

- ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Parental Leave.

6.7.24(c) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of Parental Leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a Part-time basis.

6.7.24(d) The Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to communicate.

6.7.25 Grandparent Leave

6.7.25(a) An Employee is entitled to a period of up to 52 weeks continuous unpaid Grandparent Leave in respect of the:

- i. birth of a grandchild of the Employee; or
- ii. adoption of a grandchild of the Employee.

6.7.25(b) An Employee is only entitled to Grandparent Leave if they are or will be the primary caregiver of a grandchild. A statutory declaration stating such must be provided by the Employee.

6.7.25(c) An Employee must provide the start and end dates of any proposed leave eight weeks, or a lesser period if agreed, prior to the commencement of the leave.

6.8 Purchased Leave

6.8.1 An Employee may, with the agreement of the Employer, work between 44 weeks and 51 weeks per year and take the remaining period as additional leave. The Employee will receive a salary equal to the period worked (eg. 46 weeks, 49 weeks) which will be spread over a 52 week period.

6.8.2 The Employee will receive additional leave as follows:

44/52 weeks	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)

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49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week's leave	(5 weeks in total)

- 6.8.3** The Employer will endeavour to accommodate Employee requests for arrangements under this Clause, and where such requests are granted, will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.
- 6.8.4** Accrual of Sick Leave and Long Service Leave shall remain unchanged.
- 6.8.5** An Employee may request that one or more weeks of their Purchased Leave entitlement be converted to leave on half pay.
- 6.8.6** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.
- 6.9 Extended Leave Scheme**
- 6.9.1** At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 6.9.2** On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.
- 6.9.3** Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non attendance shall not constitute a break in service and shall count as service for all purposes.
- 6.9.4** If the Employer agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 6.10 Cultural and Ceremonial Leave**
- 6.10.1** Employees are eligible to apply to use their Personal Leave to take up to 22.8 hours of paid leave, per year, to recognise attendance at or observance of religious, cultural or ceremonial days of significance.
- 6.10.2** Employees may, where Personal Leave credits are exhausted or as a choice, apply for up to 22.8 hours of unpaid leave for the same purposes.

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6.10.3 Employees may be required to provide such documentation as required by the employer in support of any leave application, for example a statutory declaration.

6.10.4 Aboriginal and Torres Strait Islander Employees

6.10.4(a) Museum Victoria acknowledges that many Aboriginal and Torres Strait Islander communities have significant relationships with Museum Victoria and that staff of Aboriginal and Torres Strait Islander descent are often seen by these communities as representatives of Museum Victoria, whether this is formal part of the staff member's role or not.

6.10.4(b) Consistent with this and Museum Victoria's commitment to the recruitment, retention and development of its Indigenous staff, employees of Aboriginal or Torres Strait Islander descent are eligible for up to 15.2 hours of paid leave, per year, to recognise attendance at cultural or ceremonial days of significance. This leave may be used for the following purposes:

- i. Attendance during working hours at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- ii. up to one day of paid leave for attendance by an Employee of Aboriginal or Torres Strait Islander descent at one event connected with NAIDOC week.

6.10.4(c) Employees may apply for, and be granted at the discretion of the Employer, up to an additional three days unpaid leave per year, in respect of their attendance at any of the above events.

6.10.4(d) Employees of Aboriginal or Torres Strait Islander Descent are eligible for up to one day of paid leave and at least three days unpaid leave, per occasion, to attend ceremonies connected with the death of an Elder of their community or an extended family member. Extended family refers to members of the family or kinship group as recognised by the Aboriginal or Torres Strait Islander community to which a person belongs.

6.10.4(e) Employees may be required to provide such documentation as required by the Employer in support of any leave application.

6.11 Study Leave

6.11.1 The Employer may grant to any Employee with at least 12 months service paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.

6.11.2 An Employee may be granted sufficient paid leave to enable travel to and attendance of up to 7.6 hours (and a pro rata amount for part-time staff) of classroom activity or related project work per week. The Employer may grant additional leave with or without pay as considered necessary.

6.11.3 An Employee may be granted up to five days paid leave as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved.

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6.11.4 An Employee completing an accredited course through the submission of major project work may be entitled to five days leave for the purposes of finalising such project work.

6.11.5 The continued approval of Study Leave is subject to the Employee's successful progression in the course. Accordingly, Employees are required to submit Study Leave applications at least annually.

6.12 Leave for Community Contributions

6.12.1 In recognition of its commitment to the community, Museum Victoria will support Employees who undertake activities which are of clear benefit to the community, by providing paid or unpaid leave as follows:

6.12.1(a) Defence Reserve Leave

6.12.1(a)(i) Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

6.12.1(a)(ii) An Employee required to complete Defence Reserve service will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

6.12.1(a)(iii) Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during their ordinary hours of work is below the Employee's salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make up pay for the period of Defence Reserve service.

6.12.1(a)(iv) For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

6.12.1(b) Jury Service

6.12.1(b)(i) If any Employee is required to appear and serve as a juror under the Juries Act 2000, they are entitled to leave with pay for the period during which their attendance at court is required, subject to the production of satisfactory evidence of such attendance.

6.12.1(b)(ii) Where a Rostered Employee has performed Jury Service for the equivalent of their normal fortnightly rostered shifts, they must not work any additional shifts in that roster period.

6.12.1(b)(iii) Any compensation paid to the Employee in accordance with the Juries Act 2000 for serving as a juror during their ordinary hours of work must be repaid to the Employer, with reasonable expenses actually incurred, over and above those which the Employee would normally incur, being offset against this amount.

6.12.1(c) Leave for Blood Donations

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

6.12.1(d) Leave to Engage in Emergency Relief Activities

6.12.1(d)(i) An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red

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Cross, State Emergency Service and St John Ambulance, must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee.

6.12.1(d)(ii) An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

6.12.1(e) Leave to Engage in Voluntary Community Activities

6.12.1(e)(i) An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:

- (a) Mayor or Shire President - up to three hours per week, or where special occasions arise, six hours per fortnight; and
- (b) Councillor - up to three hours per fortnight, or where special occasions arise, six hours per month.

6.12.1(e)(ii) An Employee who is elected to a committee of management of a community organisation on a voluntary basis may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

- (a) Chair or President - up to three hours per week, or where special occasions arise, six hours per fortnight; and
- (b) Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.

6.12.1(e)(iii) A community organisation is defined as a group or organisation that is run on a not-for-profit basis and provides services to the community in the areas of, but not limited to, health, educational, social welfare and self-help for the disadvantaged.

6.12.1(f) Participation in Sporting Events

Leave with pay, up to a maximum of two weeks in any two year period, may be granted to an Employee to participate either as a competitor or an official in any non-professional State, National or International sporting event.

6.13 Alcohol, Drug or Problem Gambling Leave

6.13.1 An Employee, other than a Casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

- (a) the Employee's work performance is adversely affected by the misuse of alcohol or drugs or problem gambling;
- (b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
- (c) in the case of an alcohol or drug addiction, a registered medical practitioner has certified that in their opinion the Employee is in need of assistance because of their misuse of alcohol or other drugs and that the Employee is suitable for an approved rehabilitation program.

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- (d) in the case of problem gambling, the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

6.13.2 On production of proof of attendance at an approved rehabilitation program, an Employee may be granted leave as follows:

- (a) An Employee who has completed two years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 years or more	40 days	30 days

6.13.3 An Employee who has completed less than two years continuous or aggregate service may be granted Leave Without Pay for the purposes of attending an approved rehabilitation program.

6.14 Public Holidays

6.14.1 An Employee, other than a Casual Employee, shall be entitled to the following holidays without loss of pay:

- i. New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, and Melbourne Cup Day.

6.14.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

6.14.3 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

6.14.4 When New Year's Day is on a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

6.14.5 When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

6.14.6 For details of the penalty payments which will be made to Employees rostered to work on Public Holidays, see **Clause 5.6.6(b)** (*Public Holiday Penalty*).

6.14.5 Additional Public Holidays

6.14.5(a) Where, for the whole of the State of Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional days for the purpose of this Agreement.

6.14.6 Substitution of Public Holidays

6.14.6(a) We may agree to substitute another day for any day prescribed in this Clause. The agreement of a majority of the affected Employees shall constitute agreement for the purposes of this Clause.

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6.14.6(b) An Employee may, by agreement with the Employer, substitute another day for any prescribed in this Clause to observe religious or cultural occasions or like reasons of significance to the Employee.

6.14.7 Rostered and Part-time Employees – Public Holidays

6.14.7(a) Full-time rostered Employees who, as part of their roster, observe a rostered day off on a public holiday will be credited with an additional days leave in lieu of the public holiday.

6.14.7(b) Full-time and Part-time Rostered Employees who are absent on leave (e.g. Annual Leave, Sick Leave, Time in Lieu) on a public holiday will observe the public holiday and no deduction from leave credits will be made.

6.14.7(c) Notwithstanding **Clause 6.14.7(b)**, a Rostered Employee who does not provide a medical certificate or statutory declaration for a Sick or Carer's Leave day on a public holiday for which they are rostered, will have that day count towards their five days per anniversary year of Sick or Carer's Leave without medical certificate or statutory declaration entitlement (see **Clauses 6.2.2 & 6.2.7**).

6.14.7(d) For Regular Part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the Part-time Employees would have worked.

6.15 Union Representatives

6.15.1 Museum Victoria is committed to maintaining a positive working relationship with the Community and Public Sector Union (CPSU) and any other union who is covered by this Agreement. To this end, Museum Victoria welcomes the involvement of the CPSU and other unions in the ongoing development of good employee relations.

6.15.2 Museum Victoria acknowledges the right of unions covered by this Agreement to represent their members and for union members and local representatives to be protected from all forms of discrimination.

6.15.3 Elected Union Delegates will be provided with reasonable access to facilities and reasonable time release or paid time (including time in lieu) to attend to their functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the *Fair Work Act 2009*. Such release must not unduly affect the operation of the local work area.

6.15.4 Members of a union shall be permitted by the Employer to post written material, authorised by the union, in a non-public place, in areas intended for the posting of material within the workplace to which union members have convenient access and to distribute such written material by appropriate means to union members

6.15.5 Duly Accredited Union Representatives will be permitted access to the workplace for the purposes of holding discussions with any Employees who wish to participate in those discussions. After giving prior notice to the Employer, the Accredited Union Representative may enter the premises and

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shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

6.16 Union Meetings

6.16.1 Subject to providing prior notification to their immediate supervisor and subject to the absence not unduly affecting the operations of the local work area, an Employee shall be granted an agreed amount of time away from their work to attend union meetings.

6.17 Union Branch Council Members

6.17.1 An Employee nominated by the Branch Secretary of a union covered by this Agreement to sit on the Branch Council of that union will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.

6.17.2 Additional paid leave will be granted to union Branch Council members nominated by the Branch Secretary to attend:

- (a) Federal Executive and Federal Council meetings of the union; and
- (b) the Australian Council of Trade Unions' triennial conference.

6.17.3 Where an Employee is elected as president of that Branch, Museum Victoria will endeavour to enable the Employee to attend to representative duties by granting paid leave, subject to work requirements.

6.17.4 On application, the Employer shall grant Leave Without Pay to an Employee for the purposes of secondment to work for a union.

6.18 Union Training

6.18.1 An Employee who has been nominated by their union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect Museum Victoria operations.

6.18.2 The Employee may be granted the leave where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of Award and other industrial entitlements and the upgrading of Employee's skills in all aspects of trade union functions.

6.18.3 An Employee may be granted paid leave under this Clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.

PART 7 - OCCUPATIONAL HEALTH AND SAFETY

7.1 Workplace Health, Safety and Rehabilitation

7.1.1 We acknowledge and support the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. We are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health & Safety (OH&S) issues.

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7.1.2 Objectives

7.1.2(a) The Agreement commits the parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their Health and Safety Representatives, of management systems and procedures designed to, so far as is practicable:

- i. identify, assess and control workplace hazards;
- ii. reduce the incidence and cost of occupational injury and illness; and
- iii. provide a rehabilitation system for workers affected by occupational injury or illness.

7.1.2(b) OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

7.1.3 OH&S Consultation

7.1.3(a) Appropriate consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:

- i. in accordance with the *Occupational Health and Safety Act 2004 (Vic) (OH&S Act)*;
- ii. established in consultation with Employees and their Health and Safety representatives; and
- iii. consistent with the Employer's agreed issue resolution procedures and that includes the right and functions of Health and Safety representatives, consistent with the OH&S Act.

7.1.3(b) Where an OH&S Committee is established at least half the members shall be Employees, including Health and Safety Representatives. The OH&S Committee must operate within the requirements of the Act.

7.1.4 Designated Work Groups

7.1.4(a) The Employer and any union covered by this Agreement, will review the Designated Work Groups and negotiate revised Designated Work Groups where appropriate through workplace consultative structures.

7.1.4(b) Each elected Health and Safety Representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available.

7.1.4(c) Reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to regularly inspecting workplaces (as defined by their designated work group), consulting with Employees in their Designated Work Groups, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.

7.1.4(d) The Employer will post and maintain current in each workplace the names and relevant contact, including email where available, details of elected Health and Safety Representatives for identified Designated Work Groups. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.

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- 7.1.4(e)** To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a register of Designated Work Groups and their Health and Safety Representatives.
- 7.1.4(f)** Information from the updated register will be provided periodically (quarterly) in electronic format to a union covered by this Agreement. The information provided will be in accordance with the *Information Privacy Act 2000 (Vic)*. Where possible, this information will include:
- i. a description, including the location, of each Designated Work Group within each Agency;
 - ii. the name of each elected Health and Safety Representative, their workplace contact details and email address;
 - iii. the date the OH&S representative was elected;
 - iv. a description of the training the OH&S representative has attended and the date of attendance;
 - v. the name and contact details of the nominated management representative responsible for each Designated Work Group;
 - vi. details of the structure of OH&S committee, the meeting frequency and the name and contact details of the committee convener.

7.1.5 Bullying and Violence at Work

- 7.1.5(a)** We do not accept bullying and violence at work and will work together to ensure that these behaviours do not occur at Museum Victoria.

7.1.6 Staff Support & Debriefing

- 7.1.6(a)** The Employer will provide staff support and debriefing to Employees who have experienced a "critical incident" during the course of the work that results in personal distress. The Employer is committed to assisting the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

- 7.1.6(b)** A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in a person who was involved in or witnessed such an incident.

- 7.1.6(c)** Critical Incidents in the workplace environment include, but are not limited to aggravated assaults, robbery, suicide or attempted suicide, murder, sudden or unexpected death of a work colleague, hostage or siege situations, discharge of firearms, vehicle accidents involving injury and/or substantial property damage, acts of self harm by persons in the care of others, industrial accidents involving serious injury or fatality and any other serious accidents or incidents.

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PART 8 - SIGNATORIES

Signed for and on behalf of
The Museums Board of Victoria

Signature and Date

Dr J Patrick Greene, Chief Executive
Officer

Name and Position

Witness

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APPENDIX 1 - SALARY STRUCTURE – AT 4 MAY 2009

	Grade 1 \$34,892 - \$37,040	1.1	¹ \$34,892 - \$37,040	*1.1.1	\$34,892	
				*1.1.2	\$35,608	
				*1.1.3	\$36,324	
				*1.1.4	\$37,040	
	Grade 2 \$38,235 – \$49,100	2.1		\$38,235 - \$43,668	2.1.1	\$38,235
					2.1.2	\$39,010
					2.1.3	\$39,787
					2.1.4	\$40,564
					2.1.5	\$41,339
					2.1.6	\$42,116
					2.1.7	\$42,892
					2.1.8	\$43,668
		2.2		\$44,445 - \$49,101	2.2.1	\$44,445
					2.2.2	\$45,220
					2.2.3	\$45,997
					2.2.4	\$46,772
					2.2.5	\$47,549
					2.2.6	\$48,325
	Grade 3 \$50,175 – \$60,922	3.1		\$50,175 - \$55,549	3.1.1	\$50,175
					3.1.2	\$51,250
3.1.3					\$52,325	
3.1.4					\$53,399	
3.1.5					\$54,474	
3.2			\$56,623 - \$60,922	3.2.1	\$56,623	
				3.2.2	\$57,699	
				3.2.3	\$58,773	
				3.2.4	\$59,847	
				3.2.5	\$60,922	
Grade 4 \$62,116 – \$70,477	4.1		\$62,116 - \$70,477	4.1.1	\$62,116	
				4.1.2	\$63,509	
				4.1.3	\$64,902	
				4.1.4	\$66,295	
				4.1.5	\$67,688	
				4.1.6	\$69,081	
				4.1.7	\$70,474	
Senior Officer	5.1		\$71,672 - \$79,193		\$2,149 Progression Amount	
						5.2
	6.1		\$87,911 - \$102,775		\$2,713 Progression Amount	
						6.2
Senior Technical Specialist	7.1		\$119,406 - \$133,734		\$4,454 Progression Amount	
	7.2		\$133,736 - \$148,063			
	7.3		\$148,064 - \$162,391			

¹ As per clause 5.1.3(a) of this Agreement, the first four salary points of Grade-1 existing prior to the 4th May 2009 have been deleted, with employees translating to the new Grade 1.1.1 in the above table. Employees in the former Grade 1.1.5, 1.1.6, 1.1.7 and 1.1.8 translate to the new 1.1.1, 1.1.2, 1.1.3 and 1.1.4 respectively.

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APPENDIX 2 - SALARY STRUCTURE

Grade	Value Range	Increment / Progression Amount	Effective Date				
			1 July 2009	1 February 2010	1 October 2010		
1	1.1	1.1.1	\$35,590	\$36,035	\$37,206		
		1.1.2	\$36,320	\$36,774	\$37,969		
		1.1.3	\$37,050	\$37,514	\$38,733		
		1.1.4	\$37,781	\$38,253	\$39,496		
2	2.1	2.1.1	\$39,000	\$39,487	\$40,771		
		2.1.2	\$39,790	\$40,288	\$41,597		
		2.1.3	\$40,583	\$41,090	\$42,425		
		2.1.4	\$41,375	\$41,892	\$43,254		
		2.1.5	\$42,166	\$42,693	\$44,080		
		2.1.6	\$42,958	\$43,495	\$44,909		
		2.1.7	\$43,750	\$44,297	\$45,736		
		2.1.8	\$44,541	\$45,098	\$46,564		
	2.2	2.2.1	\$45,332	\$45,899	\$47,390		
		2.2.2	\$46,124	\$46,701	\$48,219		
		2.2.3	\$46,916	\$47,502	\$49,046		
		2.2.4	\$47,707	\$48,304	\$49,874		
		2.2.5	\$48,498	\$49,104	\$50,700		
		2.2.6	\$49,292	\$49,908	\$51,530		
		2.2.7	\$50,083	\$50,709	\$52,357		
		3	3.1	3.1.1	\$51,179	\$51,818	\$53,502
				3.1.2	\$52,275	\$52,928	\$54,649
	3.1.3			\$53,372	\$54,039	\$55,795	
3.1.4	\$54,467			\$55,148	\$56,940		
3.1.5	\$55,563			\$56,258	\$58,086		
3.1.6	\$56,660			\$57,368	\$59,233		
3.2	3.2.1		\$57,755	\$58,477	\$60,378		
	3.2.2		\$58,852	\$59,588	\$61,524		
	3.2.3		\$59,948	\$60,698	\$62,671		
	3.2.4		\$61,044	\$61,807	\$63,816		
4	4.1	4.1.1	\$63,358	\$64,150	\$66,235		
		4.1.2	\$64,780	\$65,590	\$67,722		
		4.1.3	\$66,201	\$67,029	\$69,207		
		4.1.4	\$67,622	\$68,467	\$70,692		
		4.1.5	\$69,044	\$69,907	\$72,179		
		4.1.6	\$70,466	\$71,347	\$73,665		
		4.1.7	\$71,887	\$72,785	\$75,151		
		5	5.1	1/7/09 - \$2,192	\$73,104 - \$80,777	\$74,018 - \$81,787	\$76,424 - \$84,445
5.2	1/2/10 - \$2,219		\$80,778 - \$88,450	\$81,788 - \$89,556	\$84,446 - \$92,467		
	1/10/10 - \$2,291						
6	6.1	1/7/09 - \$2,767	\$89,668 - \$104,832	\$90,789 - \$106,412	\$93,740 - \$109,952		
	6.2	1/2/10 - \$2,802	\$104,833 - \$119,995	\$106,143 - \$121,495	\$109,593 - \$125,443		
		1/10/10 - \$2,893					
7	7.1	1/7/09 - \$4,544	\$121,793 - \$136,409	\$123,316 - \$138,114	\$127,323 - \$142,602		
	7.2	1/2/10 - \$4,601	\$136,411 - \$151,023	\$138,116 - \$152,911	\$142,605 - \$157,881		
	7.3	1/10/10 - \$4,751	\$151,024 - \$165,639	\$152,912 - \$167,709	\$157,882 - \$173,610		

APPENDIX 3 – ROSTERING PRINCIPLES

It is recognised that Museum Victoria needs to establish rosters to suit its operational requirements. Notwithstanding this, the Employer shall have regard to the following principles:

1. Shift hours must be allocated firstly to ensure commitments to Employee contracted hours within the week are being fulfilled;
2. Shift rostering must have regard to an Employee's personal and family responsibilities when allocating start and finishing times, weekend and evening work;
3. Shift rostering should use best endeavours to roster Employees with equity in respect of weekend, shift and public holiday rostered shifts;
4. Shift rostering should use best endeavours to roster Employees for no more than five and to a maximum of seven consecutive days and then provide for two consecutive days off;
5. Shift rostering should reflect consultation with Employees;
6. Shift rostering should use best endeavours to fairly allocate shift hours, including lengths of shifts and any additional hours equally amongst Employees who express an interest for additional work;
7. Shift rostering must take account of any Employees who are required to work on modified duties or as part of a return to work program.

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APPENDIX 4 - GRADE DESCRIPTORS

The Career Structure Review provides for six levels and a Senior Technical Specialist. The classification of each grade is based on the level of the work undertaken and encompasses the elements of decision-making, communication and knowledge and proficiency. The Grade and Value Range descriptors group generic functions under the categories of Policy and Projects, Administrative and Corporate Support, Operational Service Delivery and Technical/Specialist roles.

Grade level descriptors, set out below, provide an indicative summary of the entry point of each Grade as a guide. The Value Range descriptors then provide further detail on work value within each Grade.

Not all elements of each Value Range are required to satisfy the requirements of the Grade/Value Range, but should be considered on the basis of best fit to describe the work. In Grades with a number of Value Ranges, the first Value Range provides the base, to which relevant elements from the second value range must be added for the purposes of advancement to this level.

Grade 1

Work Environment:

- Undertake specific and defined tasks within established rules under close supervision
- Communication is mainly focused on routine issues that may require an understanding of the operational context
- Focus is on learning, developing and refining work skills

Typical Functions:

- Perform routine administrative tasks
- Provide routine information, such as standard information and explanations, to clients and members of the public
- Perform routine service delivery functions
- Operate and maintains tools and equipment appropriate to the function and level of qualification
- Assist technicians, scientists and specialists in tasks that are straightforward

Grade 2

Work Environment:

- Applies rules, processes and standards under general supervision
- Judgment is required to solve problems arising in own work program
- Explains rules, procedures and operational policies to individual clients or colleagues
- Understands and applies theoretical principles, under supervision, to achieve defined outcomes

Typical Functions:

- Collect data, undertakes basic analysis and prepares simple reports
- Provide office support through activities such as using and maintaining standard office equipment and software
- Provide standard services under general supervision and within a defined service delivery framework
- Conduct routine scientific, technical or specialist procedures and data collection, collation and analysis
- Deliver information services to the general public or clients, including initial advice and referral
- Draft routine internal reports and correspondence

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Grade 3

Work Environment:

- Exercises professional judgment about the application of rules, or the selection of choices within guidelines
- Initiates improvements to procedures within the work area
- Analysis and advice contributes to decision making by others
- Explains concepts and policies to clients, stakeholders and staff
- Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers
- Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations

Typical Functions:

- Conduct projects of defined scope under direction
- Lead a team appropriate to the role
- Maintains corporate databases and completes analysis
- Investigate and assess actions by individuals or organisations against legislation, rules, regulations, service agreements
- Assess client needs and delivers a range of services in complex situations
- Conduct small to medium scientific, technical or specialist projects defined by others
- Prepare briefs on sensitive issues for consideration of others

Grade 4

Work Environment:

- Innovative thinking is an inherent feature of the job
- Applies negotiation persuasion and motivation skills to manage staff and stakeholders
- Applies sound theoretical and practical expertise in development of policy options
- Interprets and applies business plans and policies to own area of responsibility
- Resolves operational service delivery problems consistent with program objectives

Typical Functions:

- Research and develop recommendations in a specific field of expertise
- Contribute to strategic policy development within a specific field of expertise
- Manage multi-disciplinary project teams
- Lead a larger or complex corporate support work unit
- Provide specialist administrative and corporate support expertise
- Determine operational service delivery plans based on accepted standards
- Undertake complex or technical investigations and makes recommendations for action
- Manage a scientific, technical or specialist team and/or projects
- Prepare reports, briefs and correspondence on complex issues that impact at program or organisational level

Grade 5

Work Environment:

- Decisions often impact upon staff, peers and clients outside the immediate work area
- Advice and analysis influences policy development
- Accountable for work organisation, the allocation of resources within and the outputs required of the work area

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- . Innovative thinking and analysis influences developments within area of responsibility
- . Specialist in an area of their profession and relied on for advice in this field

Typical Functions:

- . Formulate policy options and advice
- . Manage and leads projects
- . Provide high level expertise dealing with more complex issues in a specialised corporate support function
- . Manage cross- functional delivery within a defined service
- . Provide specialist professional services or advice
- . Initiate research and analysis within an area of expertise consistent with organisational objectives
- . Negotiate with stakeholders and peers

Grade 6

Work Environment:

- . Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives
- . High level expertise in the field or discipline
- . Identifies and responds to new and emerging strategic issues impacting on the operating environment
- . Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs
- . Participates in strategic planning and contributes to strategic decision making process

Typical Functions:

- . Responsible for operational policy or service development impacting on a major functional area
- . Routinely advise senior stakeholders on policy issues and solutions within a functional area
- . Manage an area with significant budget, staff responsibilities or strategic importance
- . Manage a large scale organisational service or regional delivery function
- . Develop briefs on highly complex issues that provide options for decision at the highest level within an organisation
- . Initiate and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines.

APPENDIX 5 - VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS

	Grade 1	Grade 2	Grade 3	Grade 4		
Decision Making Accountability and Framework	1.1A Undertakes specific and defined tasks within established rules under close supervision, defined as: <ul style="list-style-type: none"> • Clear and detailed instructions are provided; • tasks are covered by standard procedures; • Deviation from procedures or unfamiliar situations are referred to higher levels; and • Work is regularly checked Influences own daily work priorities and schedules under direction of supervisor Accountable for accuracy and timeliness of outputs	2.1A Applies rules, processes and standards under general supervision Plans and prioritises own work program to achieve defined targets Changes own work program, which may impact on the operations of the work area	2.2A Selects from a range of accepted options established by rules, processes, and standards Makes decisions that may have significant impact on clients	3.1A Team leadership may be exercised where appropriate to the role Exercises professional judgement about the application of rules, or the selection of choices within guidelines Resolves local operational service delivery problems within guidelines Reviews decisions, assessments and recommendations from less experienced team members Determines the work organisation of the work area Analysis and advice contributes to decision making by others Manages budget and resources for the work area	3.2A Sets local precedents regarding the application of guidelines Provides guidance for others in the work area and/ or related areas	4.1A Develops guidelines within the work area Resolves operational service delivery problems consistent with program objectives Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation
	Innovation and Originality	The focus is on maintaining existing systems and processes Identifies opportunities to	Judgement is required to solve problems arising in own work program Takes initiative to	Creatively deals with problems within the work area	Initiates improvements to procedures within the work area Assesses and responds to policy and process changes in the work area	Innovative thinking is an inherent feature of the job Defines the appropriate

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	improve own efficiency and suggests these to supervisor	recommend improved processes in immediate work area		Identifies and applies developments within professional field to problem solving within the work area	methodology in the analysis of policy or research options	
Communication	Grade 1		Grade 2	Grade 3	Grade 4	
	1.1B	2.1B	2.2B	3.1B	3.2B	4.1B
	Provides and receives routine information	Explains rules, procedures and operational policies to individual clients or colleagues	Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups	May lead a team through activities including individual and team performance management and development	Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues	Conveys specialist concepts and policies to clients, staff and stakeholders
	Communication is mainly focused on routine issues that may require an understanding of the operational context	Presents routine information to small groups and provides feedback to organisation	Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	Explains concepts and policies to clients, stakeholders and staff	Prepares complex operational reports requiring in-depth factual analysis	Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level
		Draft routine internal reports and correspondence		Plans, leads and facilitates information sessions and consultative processes in a range of settings		Develops and implements operational communication and consultation strategies on specific projects
		Liaises with stakeholders, clients and external providers of goods and services		Prepares briefs on sensitive issues for consideration of others		Applies negotiation persuasion and motivation skills to manage staff and stakeholders
		Suggests alternative approaches to clients or stakeholders		Draft public communication documents		
		Understands procedures for effectively dealing with people exhibiting challenging behaviours		Communicates issues and advocates a preferred case or option to stakeholders		
				Communicate professional/ technical concepts and advice		
				Provides communication		

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	Grade 1		Grade 2		Grade 3		Grade 4	
	1.1C	2.1C	2.2C	3.1C	3.2C	4.1C		
Knowledge and Proficiency	<p>Focus is on learning, developing and refining work skills.</p> <p>Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills</p> <p>Requires understanding of general office work routines and procedures</p> <p>Acquire and apply proficiency in standard office equipment and computer applications</p>	<p>Understands and applies theoretical principles, under supervision, to achieve defined outcomes</p> <p>Develops knowledge of established techniques and organisational processes</p> <p>Proficient in use of software or technical equipment</p> <p>Knowledge of legislation, regulations, policies and processes relevant and specific to the role</p>	<p>Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations</p> <p>Local reference point in operational processes and procedures</p>	<p>Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations</p> <p>Authoritative in application of processes and policy relevant to the work unit</p> <p>Knowledge of relevant legislation, regulations, policies and processes</p>	<p>Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field</p> <p>Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives</p>	<p>Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving</p> <p>Applies sound theoretical and practical expertise in development of policy options</p> <p>Authoritative in application of processes</p>	<p>guidance to less experienced colleagues</p> <p>Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers</p>	
Policy and Projects	1.1D	2.1D	2.2D	3.1D	3.2D	4.1D		
	<p>Provides administrative support to policy and projects, consistent with the support elements described in 1.1B</p>	<p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and</p>	<p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction</p>	<p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by</p>	<p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects</p>	<p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and</p>		

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		prepares simple reports	or coordinates project steps	others	under direction	
			Contributes to operational service delivery policy development	Conducts projects of defined scope under direction	Contributes to planning on large projects	implements operational policy which impacts the immediate work area
				Obtains, summarises and reports on stakeholder views		Contributes to strategic policy development within a specific field of expertise Contributes expertise to a team working on complex projects
						Manages projects, usually under limited direction
						Prepares project scopes and briefs within broad parameters
						Manages multi-disciplinary project teams
Administrative and Corporate Support	Grade 1 1.1E	2.1E	Grade 2 2.2E	3.1E	Grade 3 3.2E	Grade 4 4.1E
	Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	Provides office support through activities such as using and maintaining standard office equipment and software Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard	Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations Provides support to contract administration Demonstrates problem solving in processing work	Leads a corporate support team Manages team performance through activities such as monitoring and reporting Develops and maintains corporate databases and completes analysis Monitors and	Prepares and analyses reports from corporate databases to support decision making in the broader work area Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements	Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and

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Operational Service Delivery	1.1F	2.1F	2.2F	3.1F	3.2F	4.1F
	<p>processing work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1F</p> <p>Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications, individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>processes work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1F</p> <p>Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1G, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>Create and maintains local databases or reporting systems utilising standard software</p> <p>Analyse standard reports and data to identify exceptions</p> <p>Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>administers straight forward, local contracts and service agreements within a well defined service delivery framework</p> <p>Supervises a service delivery team</p> <p>Assesses client needs and delivers a range of services in complex situations Investigates and assesses actions by individuals or organisations against legislation, rules, regulations, service agreements</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>recommendations by interpreting and analysing data</p> <p>Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>

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	Grade 1 1.1G	2.1G	Grade 2 2.2G	3.1G	Grade 3 3.2G	Grade 4 4.1G
Technical/ Specialist	<p>Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>Modifies routine scientific, technical or specialist procedures to a limited specification</p> <p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>Conducts small to medium scientific, technical or specialist projects defined by others</p> <p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desk-top studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>Plan small to medium scientific, technical or specialist projects</p> <p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>Manages a scientific, technical or specialist team and/or projects</p> <p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>
Decision Making Rules, Guidelines and Frameworks	<p>5.1A</p> <p>Decisions often impact upon staff, peers and clients outside the immediate work area</p> <p>Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>Advice and analysis influences policy development</p> <p>Contributes to strategic business</p>	<p>Grade 5</p> <p>5.2A</p> <p>Decisions may set precedents for peers</p> <p>Develops business plans to deliver on evolving organisational priorities</p>	<p>6.1A</p> <p>Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities</p> <p>Participates in strategic planning and contributes to strategic decision making process</p> <p>Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans</p>	<p>Grade 6</p> <p>6.2A</p> <p>Develops policies, programs and initiatives that impact on programs or major functional areas</p> <p>Required to interpret general policy framework to make decisions in the absence of definitive operational policies</p>		

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planning
 Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues

Accountable for work organisation, the allocation of resources within and the outputs required of the work area

Innovation and Originality

Innovative thinking and analysis influences developments within area of responsibility

Solutions and thinking may advance organisational innovation or occupational/professional knowledge

Creatively develops options in a changing organisational environment

Identifies and responds to new and emerging strategic issues impacting on the operating environment

Contributes advanced expertise and knowledge to strategic planning and decision making processes

Communication

5.1B
 Initiates and maintains relationships with peer and senior internal and external stakeholders

Focuses on understanding stakeholder issues

Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice

Prepares technical reports at an advanced professional level

Grade 5

5.2B
 Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement

Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels

Manages consultation processes including engagement with key stakeholders.

Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice

6.1B
 Purpose of communication may be to resolve complex issues through a process of consultation and negotiation

Prepares technical reports at an authoritative level

Develops briefs on highly complex issues that provide options for decision within an organisation

Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines

Provides and receives highly complex, contentious or sensitive

Grade 6

6.2B
 Is required to use formal and informal channels to influence organisation or program management to achieve goals

Influences stakeholders holding competing priorities and views

Briefs high level stakeholders in own area of expertise in a variety of forums

Operates with loosely defined hierarchies of decision-making

Negotiates to resolve differences to achieve agreement to project/program

May be required to negotiate on the spot, often on the basis of limited information

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Policy & Projects	5.1C	5.2C	6.1C	6.2C
			<p>Is influential in negotiations with external suppliers of major services</p> <p>information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (ie non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>Focuses on understanding stakeholder issues and influencing their views</p> <p>Provides authoritative expert advice on complex issues within own area</p>	
	<p>Formulates policy options and advice</p> <p>Develops project briefs consistent with business plan direction</p> <p>Manages and leads projects</p> <p>Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision</p>	<p>Advocates policy options</p> <p>Manages and leads complex projects</p>	<p>Responsible for operational policy or service development impacting on a major functional area</p> <p>Responsible for implementation of endorsed strategic policy within the functional area</p> <p>Routinely advises senior stakeholders on policy issues and solutions within a functional area</p>	<p>Responsible for operational policy or service development that has significant impact across functional areas</p> <p>Responsible for implementation of endorsed strategic policy across functional areas</p> <p>Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p>Manages major projects for the organisation</p> <p>Provides policy advice to government, senior levels of the organisation and key external stakeholders</p>

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	Grade 5		Grade 6	
Administrative and Corporate Support	<p>5.1D</p> <p>Manages a discrete function with limited budget or staff responsibilities</p> <p>Provides high level expertise dealing with more complex issues in a specialised corporate support function</p>	<p>5.2D</p> <p>Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues</p> <p>Provides professional leadership in a specialised corporate support function</p>	<p>6.1D</p> <p>Manages an area with significant budget, staff responsibilities or strategic importance</p> <p>Contributes to strategic corporate initiatives and is responsible for implementation</p>	<p>6.2D</p> <p>Provides leadership and guidance based on advanced expertise</p> <p>Manages a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance</p> <p>Leads strategic corporate initiatives</p>
Operational Service Delivery	<p>5.1E</p> <p>Manages cross-functional delivery within a defined service</p> <p>Develops service plans and delivery standards for the area of responsibility</p> <p>Determines service delivery resource allocation</p> <p>Provides specialist professional services or advice</p>	<p>5.2E</p> <p>Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues</p> <p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p>	<p>6.1E</p> <p>Manages a large scale organisational service or regional delivery function</p> <p>Develops service delivery models within business plans and objectives</p> <p>Provides highly specialist services or expert advice on service delivery</p>	<p>6.2E</p> <p>Provides leadership and guidance based on advanced expertise</p> <p>Develops complex or specialised service delivery models</p> <p>Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects</p>
Technical Specialist	<p>5.1F</p> <p>Specialist in an area of their profession and relied on for advice in this field</p> <p>Undertakes complex independent scientific, technical or specialist work and analysis</p> <p>Initiates research and analysis within an area of expertise consistent with organisational objectives</p>	<p>5.2F</p> <p>Provides leadership and guidance to other specialists in the field</p> <p>Contributes to the development of standards relating to the sector, program or profession</p>	<p>6.1F</p> <p>Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs</p> <p>Routinely advises senior levels of the organisation on policy issues and solutions within a functional area</p> <p>Develop technical or professional standards for the organisation</p>	<p>6.2F</p> <p>Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p>Provides leadership and guidance based on advanced expertise</p>

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Knowledge and Proficiency

5.1G	5.2G	6.1G	6.2G
<p>Uses specialist knowledge within a confined field to challenge policies and professional concepts</p> <p>Applies complex concepts to policy development or research</p> <p>Provides leadership in the adaptation and application of concepts to operational matters within local work area</p> <p>Models high level leadership attributes</p>	<p>Modifies and applies concepts to new situations that may impact beyond the immediate work area</p> <p>Provides leadership in the application of concepts to policy development</p>	<p>Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives</p> <p>Applies complex concepts drawn from non-related fields to address policy issues</p> <p>High level expertise in the field or discipline</p>	<p>Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives</p> <p>High level expertise in the program area</p> <p>High level expertise in a field or discipline that is critical to the program or organisation</p>

Senior Technical/Specialist

Senior Technical Specialist		
VR1 7.1A	VR2 7.2A	VR3 7.3A
<p>Leads highly specialised professional research, Provides professional leadership in a major program or field of research</p> <p>Manages a significant professional research institute or function with significant resource management responsibilities</p> <p>Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program</p> <p>Responsible for quality professional outcomes of work</p> <p>Understands the implications of the work and its impact on/contribution to Departmental or Government policy</p>	<p>This value range is characterised by work consistent with that expressed in value range 1 with broader scope, complexity and impact</p> <p>Provides authoritative advice and leadership in area of expertise</p> <p>Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency</p> <p>Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise</p> <p>Provides professional leadership and</p>	<p>Regarded as having the highest level of expertise within the Agency and is recognised nationally, and internationally in narrower fields</p> <p>Expertise is of primary importance to the Department/Government</p> <p>Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise</p> <p>Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects</p>

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Provides professional leadership and development of staff in area of professional expertise

development of staff in area of professional expertise including leading and inspiring teams of fellow professionals

Influences departmental policy direction and may develop or change policy as a result of specialised work or research.

Responsible for the quality professional outcomes of major projects

Departmental and State-wide reputation is associated with positions at this level

Decision Making *Accountability and Frameworks*

7.1B

Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards

Generates strategic directions and programs for the agency or the sector

Develops strategic frameworks for research or industry development

Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour

Outcomes directly affect external perceptions of the Department by Government and the community

Influences the national and international debate in the profession/ field of expertise

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APPENDIX 6 - YOUTH EMPLOYMENT SCHEME

Memorandum of Understanding between the Victorian Government and the Victorian Trades Hall Council

This agreement is made to enable the placement of trainees and apprentices enrolled with a registered training provider or covered by an arrangement under the Vocational Education, Training and Employment Act 1990 into employment arrangements within the Victorian Public Service and other public sector agencies.

Trainee/Apprentice positions are additional to existing positions. No existing employee will lose employment as a result of the introduction of trainees. A Department or agency will not dispense with the services of employees for the purpose of appointing a trainee/apprentice before or after that appointment.

The parties recognise the inherent value of job security for the well being of all classes of employees and the need to ensure that existing temporary and casual staff are not displaced or alternative employment opportunities of redeployees are not adversely affected. Furthermore, trainees/apprentices will not be appointed in specific workplace locations where redundancy programs are being targeted at base grade/entry level positions.

Training provided under this scheme will be nationally recognised as appropriate to the occupation or trade into which the trainee or apprentice is to be placed. In the event of State Regulations applying to the qualification/licensing or a state qualification applying in the absence of a national qualification, appropriate Victorian Regulations in relation to registration and/or licensing will be adhered to.

Work readiness training programs, including language and literacy (where necessary), will be provided to those most in need to guarantee the best use of prospective trainee's/apprentice's assignment.

The employment prospects of trainees/apprentices is to be made clear at the time of induction.

The general matters of the National Training Wage Award apply subject to the terms and conditions of employment of the relevant award, agreement or majority conditions of a particular worksite.

Each participating Department and agency will be required to consult with appropriate unions on the intake numbers, placement and training arrangements relating to trainees/apprentices in their perspective agencies. It is intended that such consultation will occur at least four weeks prior to the commencement of trainees/apprentices. Opportunities for union participation in individual agency induction sessions for new trainees/apprentices will be provided as appropriate.

The Government, through the Department of Education and Training, will meet on a quarterly basis with the Victorian Trades Hall Council to monitor the overall implementation of the Scheme.

Agencies participating in this scheme must meet all OH&S requirements in respect of providing a safe working environment. This is to include orientation processes and workplace supervision.

SIGNED on behalf of:
the Government of Victoria
the Victorian Trades Hall Council