



**MUSEUMS
VICTORIA**

**Museums Victoria
Staff Partnership Agreement 2016**

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PART 1 – INTRODUCTION

1 Title

1.1 This Agreement shall be known as the Museums Victoria Staff Partnership Agreement 2016.

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 (Cth)* between the Museums Board of Victoria ("*Museums Victoria*") and its Non-Executive Employees ("*the Employees*").

1.2.2 This Agreement applies to and is binding on:

- (a) Museums Victoria in respect of all Employees;
- (b) all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
- (c) an employee organisation who makes application to the Fair Work Commission under s183(1) of the *Fair Work Act 2009 (Cth)* 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 the Fair Work Commission and will have a nominal expiry date of 31 December 2019.

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

1.6 Museums Victoria Initiatives

1.6.1 The Parties recognise the importance of Museums Victoria implementing initiatives that improve employee conditions, the visitor experience and the overall sustainability of Museums 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.
- (b) **Environmental sustainability initiatives** that reduce energy costs and improve environmental sustainability through the commitment of

Museums Victoria and its staff to review and improve work processes and systems.

- (c) **Innovation and operational efficiency initiatives** that improve Museums 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 Museums 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.** Museums Victoria will develop an Indigenous Employment and Career Development Strategy during the life of this Agreement in consultation with Museums Victoria staff, nominated staff representatives and key stakeholders.

1.7 Service Delivery Partnership Plan

1.7.1 The parties agree that the following matters will be dealt with over the life of the agreement.

- a) Our Commitment to Reconciliation: Museums Victoria recognises it plays an important role as the repository of the cultural heritage of Australia's Indigenous peoples which has formed a unique relationship between the Museum and Indigenous communities.

Museums Victoria will create a Reconciliation Action Plan to provide a framework for Museums Victoria through which to commit to implementing and measuring practical actions that build and enhance respectful relationships, and greater awareness of issues surrounding Aboriginal and Torres Strait Islander peoples as well as increased employment opportunities for Aboriginal and Torres Strait Islander peoples. This will incorporate the indigenous employment & career development initiatives in clause 1.6.1 (e) herein.

In doing this, Museums 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 Museums 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.

- b) Family Violence Leave: Museums Victoria will identify contact/s within the workplace who will be trained in family violence and associated privacy issues and Museums Victoria will develop guidelines to supplement the Family Violence leave clause that detail the appropriate action to be taken in the event that an Employee reports family violence.

1.9 Relationship with Awards

1.9.1 This Agreement operates to the exclusion of any award, including any modern award which may cover Museums Victoria Employees.

1.10 Savings Provision

1.10.1 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.

1.11 Anti-Discrimination

1.11.1 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 (Cth)* 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.

1.11.2 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.

1.11.3 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) Museums Victoria, an Employee and/or their chosen representative, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;
- (c) the exemptions in the *Fair Work Act 2009 (Cth)*.

1.12 Terms and Conditions of Employment

1.12.1 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.

1.12.2 Employees are employed subject to the *Public Administration Act 2004 (Vic)*. 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.

1.13 Individual Flexibility Agreement

1.13.1 An Employee and Museums Victoria may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and Museums Victoria. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

1.13.2 An individual flexibility arrangement may vary the effect of **Clause 3.2** (Ordinary Hours).

1.13.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

1.13.4 Museums Victoria must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*; and

- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

1.13.5 Museums Victoria must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.

1.13.6 Museums Victoria must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

1.13.7 Museums Victoria must ensure that any individual flexibility arrangement sets out:

- a) which terms of this Agreement will be affected or varied by the individual flexibility arrangement;
- b) how the individual flexibility arrangement will vary or affect the terms of this Agreement;
- c) 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 individual flexibility arrangement;
- d) the day on which the individual flexibility arrangement commences; and
- e) provides for the individual flexibility arrangement to be terminated:
- f) by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
- g) at any time by written agreement between the Employee and Employer.

1.14 Definitions

the Board	means the Museums Board of Victoria
Museums Victoria	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 Museums 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 Museums 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 Museums Victoria

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 Museums Victoria, the Parties accept that the best outcomes will be delivered for Museums Victoria, its Employees and any union covered by this Agreement, if a culture of genuine consultation is encouraged, particularly in relation to issues of significant change which will, or may, directly affect Employees.

2.1.2 To facilitate this, Museums Victoria 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 For the purposes of this clause, 'Consultation' - involves the constructive sharing of information and the exchange of views between Museums Victoria and employees /employee representatives and genuine opportunity for employees/employee representatives to contribute to the effects of proposed changes.

To facilitate this Museums Victoria will:

- a) provide all relevant information about changes including the nature of the changes proposed and expected effects of the changes on employees;
- b) enable employees/employee representatives to have the choice and opportunity to be involved in the discussion process.

2.1.4 For the purposes of this clause, a "*significant change*" is change that is likely to result in:

- a) Restructure of the Workplace;
- b) Introduction of new technology;
- c) Substantive change to the composition, operation, work practices or size of the Museums Victoria workforce or to the skills required of employees;
- d) The elimination or diminution of job opportunities (including opportunities for promotion or job tenure);
- e) Alteration to hours of work;
- f) Decision to outsource part or all of the work of an existing unit; or
- g) Relocation of Museums Victoria sites.

Significant change does not include a decision directed to an individual employee for reasons related to discipline, performance or matters of a personal nature.

2.1.5 Where Museums Victoria has developed a proposal for significant change, the following steps will be followed:

- (a) Museums Victoria will provide written advice to the affected employees and their Union (and nominated representative if applicable) 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 the change.
- (b) Museums Victoria will develop for consultation with the employees and Union (and nominated representative if applicable), a communications plan including timeframes for consultation with affected employees, Union (and nominated representative if applicable) giving prompt consideration to matters raised under this sub-clause (b).

Indicative* reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step	
Museums Victoria advises Employees and their nominated representative/Union		Day 1
Meeting(s) convened	Within first 5 days of Museums Victoria notice.	Day 5
Consultation	Within first 10 days of Museums Victoria notice.	Day 10
Alternative proposal from Employees or nominated representative/Union (if applicable)	10 days following conclusion of consultation period	Day 20
Museums Victoria provides interim response to alt proposal for discussion with Employees or nominated representative/Union	Within 5 days from receipt of proposal	Day 25
Second Consultation	Within 5 days of receipt of Museums Victoria Interim response.	Day 30
Museums Victoria final response to any alternative proposal	10 days following receipt of alternative proposal	Day 35

**indicative timeframes are intended to be flexible, based on the scope and nature of the change.*

- (c)
- i As soon as possible following the Museums Victoria initial advice in (a) above, and no later than 5 days following that advice, a meeting(s) of affected employees and/or their Union (and nominated representative if applicable) shall be held to discuss the proposal with the aim of reaching consensus.
 - ii. To facilitate (c) i above, where it is impractical to hold meetings with all affected employees; and where affected employees and/or the Union (and/or their nominated representative if applicable) request it, consultation workgroups will be formed made up of representative samples of employees (nominated from the areas affected), together with Management from the affected area(s) and union representatives (and nominated representatives if applicable).
 - lii Minutes will be taken of such meetings and issues raised considered by all affected parties.
 - iv Initial consultation will usually occur within 10 business days from the initial advice from Museums Victoria.
- (d) Where consensus cannot be reached, the Employee(s) and/or the Union (and/or employees' nominated representative if applicable) 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 consultation period outlined in (c)iv above unless otherwise agreed), so

as not to lead to an unreasonable delay in the introduction of any contemplated change.

- (e) if such a proposal is made by the Employee(s) and/or the Union (and nominated representative if applicable);
 - i. Museums Victoria must reasonably consider the proposal.
 - ii. Museums Victoria will provide an interim response to employee(s) or the Union (or nominated representative if applicable) within 5 days of receipt of any alternative employee proposals.
 - iii. A second consultation period of up to 5 days will commence from receipt of Museums Victoria's interim response to employee or employees' nominated representatives/Union.
- (f) Once Museums Victoria has made a decision, Museums Victoria will provide reasons to the Employee(s) and/or the Union (and/or nominated representative if applicable) why the proposal was/was not accepted (usually within 10 days).
- (g) Any dispute concerning the operation of this Clause shall be dealt with in accordance with **Clause 2.2** (*Employee Grievance and Dispute Resolution Process*).
- (h) Where major change is introduced, Museums Victoria will, where appropriate, provide training for the Employees to assist in the successful introduction of the change.

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 the National Employment Standards set out in the *Fair Work Act 2009 (Cth)*, 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 regarding 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 employees who have a reasonable concern about an imminent risk to their health or safety, who have advised the Museums Victoria of this concern and have not unreasonably failed to comply with a direction by Museums Victoria to perform other available work that is safe and appropriate for the employees 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, (including compliance with the dispute settlement procedure) where the chosen Employee representative is another employee of Museums Victoria, they must be released by Museums Victoria 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;
- ii. endeavouring to resolve a dispute arising out of the operation of the Agreement; 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 Museums Victoria.

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).

2.2.4(b) If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of Museums Victoria 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, provided that the process is conducted as expeditiously as possible; and:

- i. Is consistent with the rules of natural justice;
- ii. Provides for mediation or conciliation of the dispute or grievance;
- iii. Provides that Museums Victoria will take into consideration any views on who should conduct the review; and
- iv. Is conducted with as little formality as a proper consideration of the dispute or grievance allows.

2.2.5(b) 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(c) If the matter is not settled, either party to the dispute or grievance may apply to the Fair Work Commission (FWC) to have the dispute or grievance dealt with by conciliation.

2.2.6 Disputes of a Collective Character

2.2.6(a) The Parties acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the FWC.

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

2.2.7 Conciliation

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

2.2.7(b) This may include arranging:

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

2.2.7(c) Conciliation before FWC 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 FWC conducting the conciliation has, either of their own motion or after an application by either party to the 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 the FWC 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 FWC proceed to determine the dispute or grievance by arbitration.

2.2.8(b) Where a member of FWC 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) Subject to **sub-clause 2.2.8(d)** below, the determination of FWC is binding upon the persons covered by this Agreement.

2.2.8(d) A determination of a single member of FWC made pursuant to this clause may, with the permission of the Full Bench of FWC, be appealed.

2.2.9 Conduct of Matters Before FWC

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, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act 2009 (Cth)*.

PART 3 - HOURS OF WORK

3.1 Workload

- 3.1.1** Museums Victoria acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.
- 3.1.2** Museums Victoria further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. 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, Museums Victoria may require an Employee to work overtime where:
- (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by Museums Victoria; or
 - (b) where due to an emergency, it has not been possible to provide reasonable notice.
 - (c) when an Employee is required by Museums Victoria to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
- 3.1.4** Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to Employees being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by Museums Victoria to address the Employees' concerns.
- 3.1.5** The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.
- 3.1.6** On receipt of a request by an Employee or group of Employees under this clause Museums Victoria must give the Employee a written response within 21 days, stating whether Museums Victoria agrees to or refuses the request.
- 3.1.7** If Museums Victoria refuses the request for a review, the written response under **clause 3.1.6** must include details of the reasons for the refusal.
- 3.1.8** If Museums Victoria agrees to the request, a review of the workload of the Employee or group of Employees will be conducted.
- 3.1.9** Following the completion of the review, the Employee or group of Employees and Museums Victoria shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.
- 3.1.10** Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by Museums Victoria, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.

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 (Shift Workers)**. Variation to hours and rosters will be in accordance with clauses 3.2.3, 5.6.4 and 5.6.5 as appropriate; and be consistent with the Rostering Principles listed in Appendix 2 of this Agreement.

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 Consultation on Changes to Regular hours of work

This clause applies if Museums Victoria proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

a) Museums Victoria must notify the relevant Employees of the proposed change.

b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause. Where a representative is appointed by the Employee, Museums Victoria will recognise that representative.

c) As soon as practicable after proposing to introduce the change, Museums Victoria must:

(1) discuss with the relevant Employees the introduction of the change; and

(2) for the purposes of the discussion, provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what Museums Victoria reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that Museums Victoria reasonably believes are likely to affect the Employees; and

(3) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(c) However, Museums Victoria is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(d) Museums Victoria must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.2.4 Unless otherwise agreed, Employees, other than Shift Workers (see **Clause 5.6 Shift Workers**), will not work more than five consecutive days out of any seven. Where an Employee, other than a Rostered or casual 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 3.4.1 Overtime (Remuneration for Additional Hours Worked)**.

3.2.5 Museums Victoria 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 Shift Workers and treated in accordance with **Clause 5.6 (Shift Workers)**.

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

3.3 Span of Hours

- 3.3.1** (a) The ordinary 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.
- (b) The ordinary IMAX span of hours is 8.00 a.m. – 12:00 midnight, which applies only to employees working in the Museums Victoria IMAX business.

3.4 OVERTIME & PENALTY PAYMENTS

Definitions:

- (a) For the purposes of this Agreement, “**Overtime**” concerns the rate of pay for work performed in addition to the ordinary hours of work established in accordance with **Clause 3.2.1 (Ordinary Hours)**.
- (b) For the purposes of this Agreement, “**Penalty rates**” concerns the rate of pay for work performed on a Saturday, Sunday, Public Holiday or outside the Span of Hours, established in accordance with **Clause 3.3 (Span of Hours)**.

3.4.1 Overtime (Remuneration for Additional Hours Worked)

Employees, except where otherwise provided for under clauses **5.6 (Shift workers)**, **3.5.1 (Flexi-time)** or **Clause 3.4.3 (b) & (c)** herein, are entitled to be paid at the overtime rates set out in **Clause 3.4.4** herein where they, at the express direction of Museums Victoria, work:

- (a) more than 76 hours over a 14 day cycle.
- (b) hours 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, Museums Victoria 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 Museums Victoria of the overtime and by the Employee of their intention to refuse it; and
- v. any other relevant matter.

3.4.2(c) When an Employee is required by Museums Victoria 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) All employees (excluding casuals, see clause 3.4.3 (c)) 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 for all hours in excess of eight worked by the Employee on that day. See **Clause 3.4.4** (*Payment for Overtime*).

To avoid confusion, the following is included by way of example:

- (i) where the relevant overtime rate is 50%, the employee must be paid an additional loading of 25% of the hourly rate prescribed for the employee's classification (making a total additional amount of 75% on the base rate – i.e. 50% of base and 25% of base); or
- (ii) where the relevant overtime rate is 100%, the employee must be paid an additional loading of 25% of the hourly rate prescribed for the employee's classification (making a total additional amount of 125% on the base rate).

First Three (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.

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.

(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.
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(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:

<u>Time and a half rate</u>	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 Museums Victoria agrees, time in lieu of payment will accrue at the rate specified below.

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. Museums Victoria 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 Penalty Payments

3.5.1 An Employee is entitled to be paid at the penalty rates set out in clause 3.5.2 (**Penalty Rates**) below, where an employee at the express direction of Museums Victoria, is directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with Clause 3.3 (**Span of Hours**), except where otherwise provided for at Clause 5.6 (**Shift Workers**) and Clause 4.4 (**Casual Employment**).

3.5.2 Penalty Rates

Where an Employee is entitled to be paid for work pursuant to clause **3.5.1 (Penalty Payments)** above, the following rates will be paid:

Rostered Work	Penalty Rates (% of ordinary hourly rate)
Saturday - except public holidays	An employee who is required to work on a Saturday will be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Sunday - except public holidays	An employee who is required to work on a Sunday will be paid at the rate of double time (100% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Public Holidays	Where an employee is required to work on a recognised public holiday as per clause 6.14 (Public Holidays), the employee will be paid at the rate of double time and a half (150% additional of the ordinary hourly rate) for all hours worked on that day, 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.
outside of the Span of Hours Monday to Friday established in accordance with Clause 3.3 (Span of Hours)	<p>First 3 hours An employee who is required to work outside of the span of hours will be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for each hour worked outside of the span of hours established in accordance with Clause 3.3 (Span of Hours).</p> <p>Hours thereafter Double time (100% additional of the ordinary hourly rate) for each hour worked (i.e. double time) or each hour worked outside of the span of hours established in accordance with Clause 3.3 (Span of Hours)</p>
The rate of payment in relation to clause 3.5.2 (Penalty Rates) will be consistent with clause 3.4.4(b) herein.	

3.5.2 Eligibility for Penalty Payments

- 3.5.2 (a)** Employees employed at Grade 4 and below who are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with Clause 3.3 (**Span of Hours**) are eligible for a penalty payment in relation to clause 3.5.2 (**Penalty Rates**) unless total hours worked in a fortnightly period exceed 76 hours, in which case, overtime rates apply (**3.4.4 Payment for Overtime**).
- 3.5.2 (b)** Employees employed at Grade 5 and above who are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with Clause 3.3 (**Span of Hours**), are not eligible for payment in relation to clause 3.5.2 (**Penalty Rates**), but shall accrue Time in Lieu on an hour for hour basis.

3.5 Flexi-time and Working from Home

3.5.1 Flexi-Time

- 3.5.1(a)** Flexi-time is a work arrangement to assist Employees (other than casuals) to maintain a balance between their work and personal life, and the business needs of Museums 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 Museums Victoria. 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 Personal/Carer's 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)** Museums 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. Museums 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.
- 3.5.2(b)** Home based work arrangements may be agreed between Museums Victoria 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. Museums 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. 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.
- 3.6.3** During the course of a rostered shift, where a Customer Service Officer works a shift of:
- i. 4 hours but no more than 5 hours – they will be entitled to a 15 minute paid break; or
 - ii. More than 5 hours and up to 6.5 hours – they will be entitled to a 15 minute paid break plus an unpaid break of no less than 15 minutes; or
 - iii. More than 6.5 hours and up to 8 hours – they will be entitled to a 15 minute paid break plus an unpaid break of no less than 30 minutes
 - iv. Employees who work a continuous shift (i.e. no break) of 5 hours or more will receive a 30 minutes break in accordance with this clause, 15 minutes of which will be paid.

Shift Duration <i>(inclusive of Paid break)</i>	Paid Break	Unpaid Break	Total Break (paid and unpaid)
Up to 4 Hours	Nil	Nil	Nil
4 and up to and including 5 Hours*	15 Mins	Nil	15 Mins
More than 5 and up to and including 6.5 Hours	15 Mins	15 Mins	30 Mins
More than 6.5 and up to and including 8 Hours	15 Mins	30 Mins	45 Mins

*Break must be taken within first 4.25 hours

- 3.6.4** All breaks taken under this clause must be rostered in order to be taken

3.7 Childcare

- 3.7.1** Where Employees are required by Museums Victoria 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 Museums Victoria, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to Museums Victoria 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*), Museums Victoria remains 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. Internal 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 Museums Victoria recognises the job security and benefits afforded to staff when they are engaged on an on-going capacity (i.e. full time or part time). Consistent with clauses 4.3.1 and 4.4.1 of this Agreement, Museums Victoria will give preference to ongoing forms of employment over fixed term or casual arrangements wherever possible.

4.2.3 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.

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

4.2.5 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.

- (g) Fill a vacancy resulting from an ongoing employee successfully requesting a reduction in their substantive hours pursuant to **Clause 4.7.6(a)** for the purposes of pre-retirement.

NOTE: Employees entering into a pre-retirement arrangement must have the outcomes and alternatives explained to them prior to entering such arrangements. Examples:

- *Entering into a fixed hours agreement for a period of time, then reverting back to substantive hours at the conclusion of the arrangement.*
- *Entering into a pre-retirement contract where employment is terminated at its conclusion.*

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, Museums Victoria 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 Museums 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*), Museums Victoria shall take the appropriate remedial action to ensure the employee is employed on the appropriate basis.

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 Museums Victoria 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.
- 4.4.6** 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 Museums Victoria; or
 - b) in exceptional circumstances.
- 4.4.7** All casual employees employed up to and including grade 4 who at the express direction of Museums Victoria are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with Clause 3.3 (**Span of Hours**) must be paid a penalty rate for ordinary hours worked on those days, except where the Casual Employee is required to work in excess of eight hours in any one day, in which case, overtime rates apply 3.4.3 (c) (**Payment for Overtime**).

Penalty Rates (% of ordinary hourly rate)	
Saturday Work - except public holidays	A casual employee who is required to work on a Saturday must be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Sunday Work - except public holidays	A casual employee who is required to work on a Sunday must be paid at the rate of double time (100% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Public Holidays	A casual employee who is required to work on a recognised public holiday as per clause 6.14 (Public Holidays) must be paid at the rate of double time and a half (150% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
outside of the Span of Hours established in accordance with Clause 3.3 (Span of Hours)	A casual employee who is required to work 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 all ordinary hours worked on that day.

- 4.4.8** For the purposes of calculating the penalties prescribed in clause 4.4.7 above, the hourly rate exclusive of the 25% casual loading shall be used.

4.4.9 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** (*Shift Workers*);
- (c) **Clause 5.9** (*Accident Compensation*).
- (d) **Clause 6.1** (*Annual Leave*);
- (e) **Clause 6.2.1** (*Personal/Carer's*);
- (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*);
- (l) **Clause 6.2.14** (*Infectious Disease/Dangerous Medical Conditions*)”
- (m) **Clause 6.2.15** (*Military Service Sick Leave*)”
- (n) **Clause 6.13** (*Alcohol, Drug or Problem Gambling Leave*)

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 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. Museums Victoria will provide the Employee with a copy of this Agreement.

4.6 Probationary Period - New Employee

4.6.1 Museums Victoria 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, Museums Victoria 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 Museums Victoria 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, Museums Victoria 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 Museums Victoria will agree on:

- 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 Shift Workers, subject to them fulfilling the requirements of **Clause 5.6 (Shift Workers)**.

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) Museums Victoria 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 Museums Victoria 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) Museums Victoria understands the impact on Irregular Part-time Employees of minimum hours being worked over a number of days. Museums Victoria 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 Museums Victoria 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 3.4.1** (Remuneration for Additional Hours Worked).

4.7.6 Requests to Work Part-Time

4.7.6(a) Museums 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 Museums Victoria. Museums Victoria must genuinely consider all requests to work Part-time and approval to work Part-time will not be unreasonably withheld.

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 Other Employment

4.8.1 Employees shall not undertake other employment, or work in any consultancy, without full written disclosure to Museums Victoria prior to engaging in other employment or any consultancy.

4.8.2 Where Museums Victoria 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 Museums Victoria.

4.8.3 Any breach of Museums Victoria Policy on Other Employment may result in disciplinary action, up to and including dismissal.

4.9 Usual Place of Work

4.9.1 Prior to commencement, Museums Victoria 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 Museums Victoria's venues.

4.9.2 Permanent Transfer of Work Location

Where Museums Victoria 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*).

4.9.3 Temporary Transfer of Work Location

Where Museums Victoria 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 Museums Victoria and the Employee.

4.9.4 Employee Hardship

4.9.4(a) Where Museums Victoria 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.

4.9.4(b) Museums Victoria must take into consideration the hardship demonstrated by the Employee when determining whether to change the Employee's usual place of work.

4.9.5 Excess Travelling Time

4.9.5(a) An Employee who is temporarily required to undertake duties at a location other than a Museums Victoria venue will have any period of additional travelling time regarded as time worked.

4.9.5(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.

4.10 Redeployment

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

4.10.2 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 Museums Victoria where this appears a realistic proposition. Surplus staff will be given priority consideration for vacancies within Museums Victoria.

4.10.3 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 Museums Victoria and Employee and their nominated representative.

4.10.4 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.

4.10.5 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.

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

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

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

4.10.9 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 Museums 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.

4.10.10 Where a suitable placement is unable to be provided for the Employee, Museums Victoria may terminate the Employee's employment and the Employee shall be entitled to receive retrenchment payments consistent with the Victorian Government's Public Sector Redundancy Policy, as appropriate. The Government Public Sector redundancy policy does not form a part of this agreement.

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

4.11 Management of Unsatisfactory Performance

4.11.1 Purpose

The purpose of this clause is to:

- a) support employees with unsatisfactory work performance to improve their performance to the required standard;
- b) ensure that unsatisfactory work performance is addressed expeditiously;
- c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that employees are treated fairly and reasonably; and
- d) provide a fair and transparent framework for action to be taken where an employee continues to perform below Museums Victoria's expected standard.

4.11.2 Application

4.11.2(a) Subject to applicable Victorian and Federal legislation, action taken by Museums Victoria in relation to unsatisfactory work performance will be consistent with this clause.

4.11.2(b) This clause applies to all employees except casual employees and employees subject to a probationary period of employment.

4.11.3 Referred unsatisfactory work performance matters

4.11.3(a) Museums Victoria may at any time elect, where there is reasonable cause, to manage the employee's work performance in accordance with **Clause 4.12** (Management of Misconduct)

4.11.3(b) Once an election has been made by Museums Victoria under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **Clause 4.12** (*Management of Misconduct*).

4.11.4 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.

4.11.5 Procedural Fairness to Apply

4.11.5(a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.

4.11.5(b) All parties involved in the process will commit to completing it as quickly as practicable.

- 4.11.5(c)** Before commencing formal unsatisfactory work performance processes, Museums Victoria must:
- i. tell the employee the purpose of the meeting;
 - ii. provide the employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in this clause;
 - iii. provide a reasonable opportunity for the employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
 - iv. allow the employee the opportunity to provide details of any mitigating circumstances.

4.11.6 Employee Representation

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.

4.11.7 Prior to Commencing Process:

Museums Victoria must:

- a) consider organisational or personal factors that play a role in the employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and
- b) have a reasonable expectation that the employee is capable of meeting the required level of performance. Where Museums Victoria and the employee agree that the employee is not capable of meeting the required level of performance Museums Victoria may transfer the employee to a suitable alternative position where reasonably practicable.

4.11.8 Commencing the formal unsatisfactory work performance process

Where Museums Victoria considers that informal attempts to address an employee's unsatisfactory work performance have been unsuccessful, Museums Victoria may proceed to formally manage the employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

- a) increased supervision;
- b) changes to the Employee's performance plan;
- c) mentoring;
- d) training and professional development;
- e) increased feedback; and
- f) coaching.

4.11.9 First Stage – Formal Counselling

4.11.9(a) The first stage of formal management of unsatisfactory work performance is formal counselling of the employee. Museums Victoria must:

- i. advise the employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
- ii. outline the standard required of the employee;
- iii. provide the employee with an opportunity to respond within a reasonable timeframe; and
- iv. provide the Employee with an opportunity to improve within a reasonable timeframe.

4.11.9(b) The employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.

4.11.9(c) A record of the formal counselling session will be placed on the employee's personnel file.

4.11.9(d) If Museums Victoria determines that the employee has met the required standard of performance during the reasonable timeframe referred to in **Clause 4.11.9 (a) (iv)**, Museums Victoria will notify the employee that:

- i. the formal unsatisfactory work performance process has been completed; and
- ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- iii. A copy of this notification will be placed on the employee's personnel file.

4.11.10 Second Stage – formal written warning

4.11.10(a) The employee will be given a formal written warning by Museums Victoria, if:

- i. the employee's performance has not improved within the reasonable period following formal counselling in accordance with **Clause 4.11.9 (a) (iv)**;
- ii. the employee engages in further unsatisfactory work performance.

4.11.10(b) Museums Victoria Must:

- i. advise the employee of the unsatisfactory work performance;
- ii. outline the standard required of the employee; and
- iii. provide the employee with an opportunity to respond within a reasonable timeframe; and
- iv. provide the employee with an opportunity to improve within a reasonable timeframe.

4.11.10(c) The formal written warning must indicate:

- i. the standard expected of the employee;
- ii. where and how the employee is not meeting this standard; and
- iii. the consequences if the employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the employee's employment.

4.11.10(d) The written warning will be placed on the employee's personnel file.

4.11.10(e) If Museums Victoria determines that the employee has met the required standard of performance during the reasonable timeframe referred to in **Clause 4.11.10(b)iv**, Museums Victoria will notify the employee that:

- i. the formal unsatisfactory work performance process has been completed; and
- ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- iii. A copy of this notification will be placed on the Employee's personnel file.

4.11.11 Third Stage – Final Warning

- 4.11.11(a)** The employee will be given a final written warning by Museums Victoria if
- i. the employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **Clause 4.11.10(b)iv**; and/or
 - ii. the employee engages in further unsatisfactory work performance.
- 4.11.11(b)** Museums Victoria must:
- i. advise the employee of the unsatisfactory work performance;
 - ii. outline the standard required of the Employee; and
 - iii. provide the employee with an opportunity to respond within a reasonable timeframe.
 - iv. provide the Employee with an opportunity to improve within a reasonable timeframe.
- 4.11.11(c)** The formal written warning must indicate:
- i. the standard expected of the employee;
 - ii. where and how the employee is not meeting this standard; and
 - iii. the consequences if the employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the employee's employment.
- 4.11.11(d)** The final written warning will be placed on the employee's personnel file.
- 4.11.11(e)** If Museums Victoria determines that the employee has met the required standards of performance during the reasonable timeframe referred to in **Clause 4.11.11 (b) (iv)**,
- Museums Victoria will notify the employee that:
- i. the formal unsatisfactory work performance process has been completed; and
 - ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
 - iii. A copy of this notification will be placed on the Employee's personnel file.
- 4.11.11(f)** **Determination of unsatisfactory work performance outcome**
- i. In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **Clauses 4.11.9 and 4.11.10** and on receipt by the employee of the final written warning in accordance with **Clause 4.11.11**, Museums Victoria will advise the employee of the employee's continued or repeated unsatisfactory work performance and provide the employee with a reasonable opportunity to respond.
 - ii. After considering the Employee's performance and response (including any failure to respond in accordance with **Clause 4.11.11(f)(i)**), Museums Victoria will determine the unsatisfactory work performance outcome that is to apply to the Employee.
- 4.11.11(g)** The possible outcomes are:

- i. assignment of the employee with or without their agreement to a role at a classification level or Value Range lower than the employee's current classification level or Value Range; or
- ii. termination of the employee's employment.

4.11.11(h) Museums Victoria will advise the employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the employee's personnel file.

4.11.12 Disputes

4.11.12(a) Any dispute arising under this clause, may only be dealt with in accordance with **Clause 2.2** (*Employee Grievance and Dispute Resolution*) when any of the following are placed on the employee's personal file in accordance with this clause. (this may include whether **Clause 4.11.5** (*Procedural Fairness to Apply*) has been complied with in coming to a decision).

- i. A record of formal counselling
- ii. A formal written warning
- iii. A final written warning
- iv. A notification given to the employee pursuant to **Clauses 4.11.9(d), 4.11.10(e) or 4.11.11(e)**; or
- v. A record of unsatisfactory work performance outcome.

4.11.13 Transitional Provisions

The Parties acknowledge that this clause introduces amended processes for the management of underperformance in Museums Victoria. The following transitional provisions apply:

- i. new matters must be dealt with under this clause from the date this Agreement comes into effect; and
- ii. matters commenced but not concluded may continue in accordance with **Clause 4.10** of the Museum Staff Partnership Agreement 2012.

4.12 Management of Misconduct

4.12.1 Purpose

The purpose of this clause is to:

- a) establish procedures for managing misconduct or alleged misconduct of an employee;
- b) provide for employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
- c) reflect the Museums Victoria values of integrity, impartiality, accountability and respect with the aim of ensuring that employees are treated fairly and reasonably; and
- d) manage the employee's performance in accordance with this **Clause 4.12** (*Management of Misconduct*) instead of **Clause 4.11** (*Management of Unsatisfactory Performance*), unsatisfactory work performance, where Museums Victoria determines that it would be more appropriate.

4.12.2 Application

Subject to applicable Victorian and Federal legislation, action taken by Museums Victoria in relation to misconduct will be consistent with this clause.

- 4.12.3** This clause applies to all employees except casual employees and employees subject to a probationary period of employment.
- 14.12.4** **Meaning of Misconduct**
For the purposes of this Agreement, misconduct includes:
- a) 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;
 - b) improper conduct in an official capacity;
 - c) a contravention, without reasonable excuse, of a lawful direction given to the employee as an employee by a person authorised to give that direction;
 - d) an employee making improper use of his or her position for personal gain; or
 - e) 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 Museums Victoria, the Victorian public service or the public sector.
- 4.12.5** **Referred Matters under Clause 4.11** (*Management of Unsatisfactory Performance*).
Any matters that have arisen under the management of unsatisfactory work performance process in **Clause 4.11** (*Management of Unsatisfactory Performance*). may be considered in the misconduct process pursuant to this **Clause 4.12** (*Termination by Employer*).
- 4.12.6** **Employee Representation**
An employee is entitled to be represented by a person of their choice (including a union representative) at any stage of the misconduct process.
- 4.12.7** **Procedural Fairness to Apply**
- 4.12.7(a)** The process for managing employee misconduct will be consistent with the principles of procedural fairness.
- 4.12.7(b)** **Admissions by Employee**
- i. The employee may at any stage elect to admit the alleged misconduct.
 - ii. If the employee admits the alleged misconduct, Museums Victoria may proceed immediately to the determination of the misconduct outcome stage pursuant to **Clause 4.12.11** (*Determination of discipline outcome*)
- 4.12.7(c)** All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- 4.12.7(d)** Before commencing formal processes, Museums Victoria must:
- i. tell the employee the purpose of the meeting;
 - ii. provide the employee with a copy of the formal process to be followed;
 - iii. provide a reasonable opportunity for the employee to seek advice from the Union or a representative of their choice before the formal process commences; and

- iv. allow the employee the opportunity to provide details of any mitigating circumstances.

4.12.7(e) Museums Victoria must take into account any reasonable explanation of any failure by the employee to participate before making a decision under this **Clause 4.13** (*Termination of Employment*).

4.12.8 **Directions**

4.12.8(a) Where employee misconduct is alleged, Museums Victoria may do any of the following:

- i. make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **Clause 4.12.9** (*Investigation of alleged misconduct*); or
- ii. determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **Clause 4.12.9** (*Investigation of alleged misconduct*); and/or
 - (1) direct the employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
 - (2) direct the employee not to speak to other employees of Museums Victoria about the matter or not to visit certain places of work; and/or
 - (3) suspend the employee with pay.

4.12.8(b) In the event that Museums Victoria exercises rights under **Clause 4.12.8(a)(ii)(3)**, Museums Victoria will:

- i. Review this decision no later than a date which is four weeks after the commencement of the suspension; and
- ii. Confirm whether the suspension is to continue or is no longer necessary.

Museums Victoria will continue to review any decision regarding an employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **Clause 4.12** (*Management of Misconduct*).

4.12.9 **Investigation of alleged misconduct**

4.12.9(a) As soon as practicable after an allegation of misconduct has been made and Museums Victoria has determined in accordance with **Clause 4.12.8(a)(i)** or **Clause 4.12.8(a)(ii)** that an investigation is required, Museums Victoria will advise the employee of the alleged misconduct in writing.

4.12.9(b) The written advice will contain the allegation/s of misconduct made about the employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

4.12.9(c) Museums Victoria will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.

- 4.12.9(d)** Museums Victoria will provide the employee with an opportunity to speak to the investigator if the employee wishes to do so.
- 4.12.9(e)** The investigation may include:
- i. collecting any relevant materials;
 - ii. speaking with the employee;
 - iii. speaking with any relevant witnesses;
 - iv. providing the employee with specific particulars to allow the employee to properly respond to the alleged misconduct;
 - v. seeking an explanation from the employee; and
 - vi. investigating any explanation made by the employee for the purposes of verifying the explanation so far as possible.
- 4.12.9(f)** In relation to each allegation of misconduct, the investigator will make findings as to whether:
- i. the allegation is substantiated; or
 - ii. the allegation is not substantiated.
- 4.12.9(g)** Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the employee will be informed accordingly.
- 4.12.9(h)** Where the investigator makes a finding that the allegation is substantiated, Museums Victoria will consider this information and propose a discipline outcome.
- 4.12.10** **Opportunity for response by Employee**
- 4.12.10(a)** As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the employee will be provided with the findings of the investigator and the proposed discipline outcome.
- 4.12.10(b)** The employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.
- 4.12.11** **Determination of discipline outcome**
- 4.12.11(a)** Museums Victoria will consider:
- i. the findings of the investigator; and
 - ii. the recommended discipline outcome; and
 - iii. any response of the employee (including any admission of misconduct under **Clause 4.12.7(b)** (*Admissions by Employee*); and
 - iv. any prior disciplinary outcomes,
 - v. and then determine the discipline outcome that is to apply to the Employee.
 - vi. The discipline outcome must not be disproportionate to the seriousness of
 - vii. the matter.
- 4.12.11(b)** The possible discipline outcomes are:
- i. no action;
 - ii. performance management;
 - iii. formal counselling;
 - iv. formal warning;
 - v. final warning;
 - vi. assignment of the employee with or without their agreement to a role at a classification level or Value Range lower than the employee's current classification level or Value Range;

- vii. transfer of the employee with or without their agreement to a different work location at the employee's current classification level; or
- viii. termination of employment.

4.12.11(c) Museums Victoria will advise the employee of the discipline outcome in writing and a copy will be placed on the employee's personnel file.

4.12.12 Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another employee, Museums Victoria must advise that employee that the allegation has been dealt with in accordance with this clause, and may provide the employee with other information as is reasonably practicable.

4.12.13 Disputes

4.12.13(a) Any dispute arising under this clause, may only be dealt with in accordance with **Clause 2.2** (*Employee Grievance and Dispute Resolution*) when any of the following are placed on the employee's personnel file in accordance with this clause. (this may include whether **Clause 4.12.7** (*Procedural Fairness to Apply*) has been complied with in Museums Victoria coming to a decision):

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

4.12.14 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **Clause 4.12** (*Management of Misconduct*) is also the subject of a criminal investigation or criminal proceedings, Museums Victoria is not required to delay or cease the management of misconduct process under this **Clause 4.12** (*Management of Misconduct*) but Museums Victoria may exercise its discretion to do so.

4.12.15 Transitional provisions

The Parties acknowledge that this clause introduces amended processes for the management of misconduct in Museums Victoria. The following transitional provisions apply:

- a) new matters must be dealt with under this clause from the date this Agreement comes into effect; and
- b) matters commenced but not concluded may continue in accordance with **Clause 4.11** (*Management of Unsatisfactory Performance*) of the Museums Victoria Staff Partnership Agreement 2009.

4.13 Termination of Employment

4.13.1(a) Termination by Museums Victoria

Museums Victoria may terminate the employment of an Employee in accordance with s33 of the *Public Administration Act 2004 (Vic)* 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 Museums Victoria is satisfied that the Employee is inefficient or incompetent in the discharge of their duties; or
- vi. if the Museums Victoria is satisfied that the Employee has abandoned his or her employment; or
- vii. if the Museums Victoria 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) Museums Victoria shall provide a minimum of four week's 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.

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 Museums Victoria 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 Museums Victoria:

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

4.13.3(b) the Museums Victoria 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 Museums Victoria 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(b) Where the Museums Victoria terminates an Employee's employment, the Museums Victoria must provide a written statement of reasons for dismissal at the Employee's request.

4.13.5 Rights not Limited

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 or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to the Employee's appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or a Coroner's inquest..

4.14.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her 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 his or her duties, it is necessary to obtain an intervention order or similar remedy against a person, 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 Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

PART 5 - SALARY AND RELATED MATTERS

5.1.1 Salary Increases, Productivity Payment and Grade 1 Classification

5.1.2 Salary Increases

5.1.2(a) Employees employed by Museums Victoria as at, or after the commencing date of this agreement by the Fair Work Commission, will receive the following salary increases:

DATE OF EFFECT	PERCENTAGE INCREASE
1 January 2016	1.75%
1 July 2016	1.50%
1 January 2017	1.75%
1 July 2017	1.50%
1 January 2018	1.75%
1 July 2018	1.50%
1 January 2019	1.75%
1 July 2019	1.50%

5.1.2(b) Effective on each occasion, the top and base of each salary grade described in **Appendix 1** (*Salary Structure*) are to be increased by the percentage increases specified.

5.1.2(c) Allowance Adjustment

All work and condition allowances in the Agreement will be increased by the same increases and from the same operative dates as provided in **Clause 5.1.2(a)**.

An exception to this is the entitlements provided in **Clause 5.7.1** (*First Aid*) and **Clause 5.7.2** (*Footwear Allowance*) which will be increased based on the annual rates in the relevant table. These annual rates incorporate both July and January increases for the relevant year.

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 1** (*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 3** (*Grade Descriptors*) and **Appendix 4** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*)

5.2.4 The salary rates are detailed at **Appendix 1** (*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 3**

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

5.2.6 Grade 1 Classification

5.2.6 (a) The parties agree that the Grade 1 classification will become a training grade. Employees classified as Grade 1 when this Agreement commences operation will transition to Grade 2 effective from that date.

(b) The parties agree to review the Grade 1 classification over the life of this Agreement to ensure that the classification standards are appropriate for a training grade.

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 Value Range standard descriptors at **Appendix 3** (*Grade Descriptors*) and **Appendix 4** (*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 4** (*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 Plan

5.4.1 A Performance Development 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 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) An Employee will be eligible to access progression if an Employee has been in his or her role for 3 months or more, except in the following circumstances:

- I. has been appointed on probation under **Clause 4.6 (Probationary Period - New Employee)** and has been in his or her role for less than 6 months at the time the performance review is undertaken.
- II. has been appointed to a role with a new Employer and has been in his or her role for less than 6 months at the time the performance review is undertaken.
- III. has completed a formal underperformance process or subject to one under **Clause 4.11 (Management of Unsatisfactory Performance)** at 30 June; or
- IV. is subject to proven misconduct as per **Clause 4.12 (Management of Misconduct)** during the course of the performance cycle

5.4.4 Progression

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) An Employee at the top of their Grade or Value Range will receive a top of Grade or Value Range payment where the Employee is assessed at their annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.

5.4.4(c) The top of Grade or Value Range payment will be equal to one per cent of the Employee’s salary as at 30 June of the relevant performance cycle.

5.4.4(d) Top of Grade or Value Range payments will commence from the 2016/17 performance cycle.

5.4.4(e) 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(f) 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.

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

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 Museums Victoria 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 3 (Grade Descriptors)** and **Appendix 4 (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 may be weighted and combined, appropriate to the role, to make up an individual Employee's "progression criteria".
- 5.4.7 (b) Performance standards for all Grades are as follows:
- i achieving the performance targets;
 - ii demonstrating public sector values and behaviours; and
 - iii applying learning and development.
- 5.4.7 (c) Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.
- 5.4.7 (d) An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged 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. 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 important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points. 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 (e) Central to progression is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees 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:
- a) **Clause 5.9** (*Accident Compensation*)
 - b) **Clause 6.1** (*Annual Leave and Annual leave loading*);
 - c) **Clause 6.2.1** (*Personal leave – incorporating sick leave, carer's leave*);
 - d) **Clause 6.3** (*Compassionate Leave*);
 - e) **Clause 6.7** (*Paid Parental Leave*);
 - f) **Clause 6.10** (*Cultural and Ceremonial Leave*);
 - g) **Clause 6.12** (*Leave for Community Contributions*); and
 - h) **Clause 6.14** (*Public Holidays*).
- 5.5.2 For the purposes of calculation of any allowance, loading (including the 25% casual loading) or penalty that a casual employee may be entitled to from time to time, the hourly rate exclusive of the 25% casual loading shall be used.

5.6 Shift Workers

- 5.6.1 A Shift Worker 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 Shift Workers.
- 5.6.3 Full-time Employees required to participate in a roster that regularly includes weekends and Public Holidays 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 Shift Workers will work the appropriate pro-rata number of hours. Museums Victoria will determine details of rosters after consultation with Employees.
- 5.6.4 When establishing rosters, Museums Victoria will take into account the rostering principles at **Appendix 2** (*Rostering Principles*) to this Agreement.
- 5.6.5 Where agreed in writing between Museums Victoria and Employees and their representatives, these arrangements may be varied at the local workplace level. Where Museums Victoria 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 consultation and any objection to be raised which goes to the proposed change.

5.6.6 Penalty Payments for Shift Workers

Rostered Employees are entitled to the following allowances:

5.6.6(a) Weekend Penalty

- 5.6.6(a)(i) Shift Workers, 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.
- 5.6.6(a)(ii) Shift Workers, 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

- 5.6.6(b)(i) Shift Workers 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 .
- 5.6.6(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.
- 5.6.6(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

Shift Workers 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 Shift Workers

5.6.7(a) Shift Workers, 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 Shift Workers will be entitled to a pro rata amount of Additional 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 Museums Victoria, a Shift Worker may elect to have the Additional Leave paid out at their ordinary rate of pay.

5.6.7(e) Additional leave must be taken before any annual leave, or paid out.

5.6.7(f) Additional leave must be taken within a 12 month period from its crediting. All leave not taken within this 12 month time frame will be paid out prior to any additional credit being accrued.

5.6.7(g) Shift Workers with additional leave in excess of 5 days accrual at the time of certification of this Agreement must liaise with their manager to create a leave plan, to reduce the balance to no more than 5 days in total, pro-rata in the case of Part Time Shift Workers.

In creating a leave plan, agreement by either party will not be unreasonably withheld.

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 Museums Victoria as a first aid officer:

- i. The Employee must hold a current first aid certificate issued by by a Museums Victoria approved first aid training provider.
- ii. Full-time Employees will be paid an allowance payable in fortnightly instalments.
- iii. Part-time, Irregular part-time & casual employees will be paid an allowance on a pro-rata basis in fortnightly instalments.
- iv. Where an employee is absent from work for any period of unpaid leave or paid parental leave (clause 6.7 Parental Leave), the first aid allowance will not apply.
- v. This allowance will be as follows:

Date of Effect	Amount per Annum
1 July 2016	\$576
1 July 2017	\$595

1 July 2018	\$614
1 July 2019	\$634

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

5.7.1 (c) In special circumstances, an employee may be appointed by Museums Victoria as a First Aid Officer for a limited period of time to perform first aid duties for a fixed-term period. Such an employee must hold a current first aid certificate in accordance with clause 5.7.1(a)(i) and cannot already be an ongoing first aid officer receiving a fortnightly allowance. Where a daily allowance applies, it shall be at the rate of \$10 per-day for the life of this agreement, up to a maximum of \$60 for each continuous occasion.

5.7.2 Footwear Allowance

Appropriate Footwear for Customer Service Officers is an important safety item. Good soles provide a sound grip on the floor preventing accidents such as slips, trips and falls from occurring. They help to cushion feet and can also protect feet from damage caused by accidents such as falling objects or chemical spillages.

5.7.2(a) All Employees of the Customer Service Department who are required to wear one of Museums Victoria's Customer Service Officer uniforms must always wear appropriate footwear whilst on duty.

5.7.2(b) Acceptable evidence will be a clearly legible original store/tax receipt that includes date(s) and details of the shoes/orthotics/footwear-support purchased over the period. This allowance is not cumulative.

5.7.2(c) The allowance can only be claimed in the year that the approved footwear is purchased, and store/tax receipts, or invoices must be dated in the same calendar year that the allowance is to be claimed.

5.7.2(d) No more than two pairs of shoes can be claimed per calendar year.

5.7.2(e) Upon request by eligible employees, Museums Victoria may purchase the acceptable footwear on employees' behalf, up to the maximum amount detailed in 5.7.2(b) above, where the employee provides the details (e.g. size).

5.7.2(f) Approved footwear must:

- i. Be all black in colour;
- ii. Cover the entire foot (i.e. no open toe or heel)
- iii. Have a Rubber/EVA sole
- iv. be appropriate to the role.

5.7.2(g) i Amongst other things, high heels, "Crocs", and sandals are not acceptable footwear.

ii Where, for medical reasons, an eligible employee, cannot wear acceptable footwear under this clause, a Medical Certificate indicating the type of footwear that can be worn and the period of restriction will be required.

5.7.2(h) From 1 January, 2016, the Footwear allowance will be paid once per calendar year as follows:

Date of Effect	Payment
1 January, 2016	\$220
1 January, 2017	\$227.20
1 January, 2018	\$234.65
1 January 2019	\$242.35

5.7.3 On Call Allowance

5.7.3(a) Museums Victoria 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) Museums Victoria 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 Museums Victoria 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:

- i. must be able to be contacted immediately by an agreed means of communication provided by Museums Victoria;
- 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 Museums Victoria with appropriate transport or be reimbursed travel expenses in accordance with **Clause 5.13** (*Reimbursement of Expenses*) of this agreement; and
- iv. must be fit for duty.

5.7.3(e) Museums Victoria must pay the following allowance for On Call duty:

Date of Effect	1 January 16	1 July 16	1 January 17	1 July 17
Per night	\$27.07	\$27.47	\$27.95	\$28.37
Per day/night	\$54.59	\$55.41	\$56.38	\$57.22

Date of Effect	1 January 18	1 July 18	1 January 19	1 July 19
Per night	\$28.87	\$29.30	\$29.81	\$30.26
Per day/night	\$58.22	\$59.10	\$60.13	\$61.03

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.

5.8 Temporary Assignment

5.8.1 Museums 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 (Vic)*, 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%).

- 5.8.3(b)** In exceptional circumstances, employees of grade 4 and below may be asked to perform Higher Duties on a one-off basis only, in a role which has been determined by Museums Victoria to be critical to daily operations; e.g. Customer Service Officer team leaders. In such circumstance, the employee may be paid up to 80% higher duties for that day.

- i. To be considered as qualified to undertake Short Term Higher Duties, an employee must have successfully completed all relevant training identified by Museums Victoria as appropriate and demonstrate ongoing currency in the specified higher duties role, to the satisfaction of Museums Victoria.
- ii. The actual percentage shall be determined by Museums Victoria considering the skills and qualifications of the employee and the degree to which the functions of the full role are expected to be performed.
- iii. This clause shall not be used to undermine entitlements under the remainder of this **Clause 5.8 (Temporary Assignment)**.

5.8.4 Leave While Undertaking a Temporary Assignment

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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, 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.

5.9.2 Payment – Maximum Entitlement

5.9.2(a) Museums Victoria 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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* cease.

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

5.9.3 Rehabilitation

Museums Victoria 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 Museums Victoria 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, Museums Victoria 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 Museums Victoria), with details of each pay regarding the make-up of their remuneration and any deductions.

5.10.4 By agreement with Museums Victoria, 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, Museums Victoria must advise the Employee. Similarly, the Employee must advise Museums Victoria if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, Museums Victoria 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. membership fees and subscriptions to professional associations;
- ii. home office expenses;
- iii. financial counselling fees;

- iv. disability/income protection insurance premiums; and
- v. 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 Museums Victoria as a result of an Employee participating in the scheme must be repaid before the Employee leaves Museums 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 Museums Victoria, within 14 days of commencement, an Industry Superannuation Fund selected from the list supplied by Museums Victoria, subject to the fund being a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

5.12.2 Museums Victoria 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 Reimbursement of Expenses

5.13.1 Museums Victoria 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 Museums Victoria. Any claims for reimbursement must be submitted as soon as practicable, and within no more than one month, for which the expense is incurred.

5.13.2 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.

5.13.3 Upon request, Museums Victoria 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 Museums Victoria with an account of all expenses incurred, together with receipts and/or other evidence accepted by Museums Victoria, and any balance owed to Museums Victoria.

5.13.4 Private Motor Vehicle Use

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

5.13.4(b) Where an Employee is expressly authorised by Museums Victoria 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.
- 6.1.1 (c)** Consistent with clause 4.7.3 (Part-time Employment), annual Leave for part-time employees will apply on a pro-rata basis.
- 6.1.1(d)** 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(e)** 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(f)** Within six months of the date of commencement of this Agreement, an Employee may elect to cash out part of their accrued annual leave entitlement in accordance with this clause and the *Fair Work Act 2009 (Cth)*
- 6.1.1(g)** An Employee is only entitled to elect to cash out part of their accrued annual leave entitlement if all of the following criteria are met:
- (i) the Employee has an entitlement to more than four weeks of annual leave and elects to cash out all or any of their accrued annual leave entitlement in excess of four weeks;
 - (ii) the Employee provides Museums Victoria with a written request signed by the Employee electing to cash out a specified amount of the Employee's accrued annual leave entitlement; and
 - (iii) Museums Victoria receives the request from the Employee within six months of the date of commencement of this Agreement.
- 6.1.1(h)** Upon receiving the Employee's written request pursuant to **Clause 6.1.1(g)(ii)**, Museums Victoria may enter into a written agreement with the Employee to cash out the specified accrued annual leave entitlement.
- 6.1.1(i)** Leave will be paid at the Employee's ordinary rate of pay and must be processed at the earliest opportunity and no later than the first pay period after six months of the date of commencement of this Agreement.
- 6.1.1 (j)** There is no entitlement for an Employee to enter into a written agreement to cash out part of their accrued annual leave entitlement after six months of the date of commencement of this Agreement.
- 6.1.1(k)** Employees are only eligible to take Annual Leave which has actually been accrued.

- 6.1.2 Single Day Absences**
To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of Museums Victoria, 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**
Annual Leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between Museums Victoria 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**
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 / Carer's Leave

6.2.1 Amount of paid personal/carer's leave

An Employee, other than a casual Employee, is entitled to paid personal/carer's leave when they are absent because of:

- a) personal illness or injury; or
- b) personal illness or injury of an Employee's immediate family (*See clause 1.14 Definitions*) or household member who requires the Employee's care or support; or
- c) an unexpected emergency affecting an Employee's immediate family or household member.

6.2.2 A full time Employee is entitled to paid personal/carer's leave of 114 hours. A part-time Employee is entitled to a pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.

- a) Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.
- b) Employees appointed for a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.
- c) Leave without pay will not count as service for personal/carer's leave accrual purposes.
- d) Unused paid personal/carer's leave accumulates from year to year.
- e) Accrued personal/carer's leave will not be paid out on termination of employment.

6.2.3 Payment for personal/carer's leave

An Employee, other than a casual employee, who takes paid personal/carer's leave, is entitled to be paid at his or her Salary rate of pay for their ordinary hours of work in the period during which the personal/carer's leave is taken.

6.2.4 Notice An Employee must give Museums Victoria notice of the taking of personal/ carer's leave under this clause. The notice:

- (a) must advise Museums Victoria of the period, or expected period, of the leave; and
- (b) must be given to Museums Victoria as soon as practicable, which may be a time after the personal/carer's leave has started.

6.2.5 Documentary Evidence Requirements

6.2.5 (a) Personal leave

In the case of personal leave, the Employee must provide Museums Victoria with a medical certificate from a Registered Practitioner.

6.2.5 (b) Carer's leave

- (i) In the case of carer's leave, the Employee must provide Museums Victoria with appropriate documentary evidence.
- (ii) The form of evidence required by Museums Victoria will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or statutory declaration stating that the condition of the person concerned requires the Employee's care or support or other relevant documentary evidence.

- 6.2.5 (c)** Registered Practitioner means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Naturopath, Podiatrist or Psychologist.

6.2.6 Exception

- 6.2.6 (a)** An Employee entitled to take personal/carer's leave for the purposes set out in **Clause 6.2 (Personal Leave / Carer's Leave)** may, subject to **Clauses 6.2.6 (b) and 6.2.6 (c)**, take up to an aggregate of 38 hours or equivalent pro-rata amount accrued personal/carer's leave in each year of employment without having to provide Museums Victoria with the documentary evidence required by **Clause 6.2.6 (Documentary Evidence Requirements)**
- 6.2.6 (b)** If the period of absence referred to in **Clause 6.2.6 (a)** is for a continuous period exceeding 22.8 hours, the Employee must provide appropriate documentary evidence to Museums Victoria as set out in **Clause 6.2.5 (Documentary Evidence Requirements)**.
- 6.2.6 (c)** Despite **Clause 6.2.6 (a)**, the Employee may be required to provide appropriate documentary evidence as required by Museums Victoria in accordance with **Clause 6.2.5 (Documentary Evidence Requirements)**.

6.2.7 Further medical certificates or documentary evidence

- 6.2.7 (a)** Museums Victoria may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by Museums Victoria. The nominated Registered Practitioners will not include a Registered Practitioner employed by Museums Victoria
- 6.2.7 (b)** Museums Victoria may require that an Employee provide further documentary evidence to the satisfaction of Museums Victoria where an Employee has been on carer's leave for at least two weeks including evidence stating that the condition of the person concerned requires the Employee's care or support or other relevant documentary evidence.

6.2.8 Employee's incapacity to undertake duties

If Museums Victoria has a genuine concern about an Employee's capacity to undertake their duties, Museums Victoria may require that the Employee provide a medical certificate from an independent Registered Practitioner. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by Museums Victoria. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Museums Victoria.

6.2.9 Failure to provide relevant documentary evidence

Failure by the Employee to provide documentary evidence as required by Museums Victoria within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave under this clause.

6.2.10 Absence on Public Holidays

6.2.10 (a) If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that Public Holiday.

6.2.10 (b) Despite **Clause 6.2.11**, a Shift Worker credited with substitute leave in accordance with **Clause 5.6.6(b)(iii)** who is rostered to perform ordinary duty on a Public Holiday and who takes paid personal/carer's leave on that day or part of that day, will be taken to be on paid personal/carer's leave.

6.2.11 Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of Museums Victoria, take unpaid personal leave. Museums Victoria will require that the Employee provide documentary evidence to support the unpaid personal leave to the satisfaction of Museums Victoria.

6.2.12 Unpaid carer's leave

6.2.12 (a) An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in **Clauses 6.2.1(b)** or **6.2.1(c)** providing the Employee complies with the notice and evidence requirements outlined in **Clause 6.2.5 (b)** Museums Victoria and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take two days unpaid carer's leave per occasion.

6.2.12 (b) Alternatively, the Employee may, with the consent of Museums Victoria, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

6.2.13 Casual Employees – Caring responsibilities

6.2.13 (a) Casual Employees may be unavailable to attend work or may be required 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, or the birth of a child.

6.2.13 (b) Museums Victoria and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.

6.2.13 (c) A casual Employee must comply with the notice and evidence requirements outlined in this **Clause 6.2**.

6.2.14 Infectious Disease/Dangerous Medical Conditions

6.2.14(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, Museums Victoria 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 practicable for the Employee to return to work having regard to the restrictions imposed by law.

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

6.2.14(c) Upon receipt of the medical report, Museums Victoria 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 Personal Leave.

6.2.15 Military Service Sick Leave

6.2.15(a) Where Museums Victoria 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' Entitlements Act 1986 (Cth)* 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.

6.2.15(b) Leave under this Clause will be cumulative to a maximum of 760 hours. This leave is in addition to paid personal/carer's leave under **Clause 6.2.1** (*Amount of Personal / Carer's Leave*).

6.2.15(c) For each period of special leave taken, Museums Victoria 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** (*Personal / Carer's Leave*).

6.3 Compassionate Leave

6.3.1 An Employee, except a casual 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 1.14** *Definitions*).

6.3.2 Additional Compassionate Leave

If an Employee has exhausted leave under this Clause, they can access up to three days' paid Personal/Carer's Leave. If an Employee has exhausted their accrued paid Personal / Carer's Leave, Museums Victoria may grant up to three days unpaid leave. An Employee may be granted leave beyond three days where Museums Victoria is satisfied those three days is inadequate in the circumstances.

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) Museums Victoria 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 two days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

6.3.3(c) Museums Victoria 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.

Casual employees may be entitled to Long Service Leave on a pro rata basis providing that continuity of service has not been broken.

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

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 Museums Victoria; 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.

6.4.6(b) Notwithstanding **Clause 6.4.6(a)**, Museums Victoria 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 Museums Victoria and the Employee.

6.4.7 Time of Taking Leave

6.4.7(a) Museums Victoria may determine the time for granting Long Service Leave so that Museums Victoria'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 Museums Victoria 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 Museums 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

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.

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, Museums Victoria 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 Museums Victoria 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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* 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 (Vic)* (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 Museums 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.

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 Museums 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 Museums Victoria.

6.6 Leave Without Pay

6.6.1 An Employee may be granted Leave Without Pay by Museums Victoria 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, including an eligible casual, is entitled to the following paid and/or unpaid Parental Leave:

- *Primary Caregiver Leave*
- *Secondary Caregiver Leave*
- *Adoption Leave*
- *Paid Permanent Care Leave, and*
- *Grandparent Leave*

6.7.2 The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees

6.7.3 Museums Victoria must not fail to re-engage a casual Employee because:
a) the *Employee or Employee's spouse is pregnant; or*
b) the Employee is or has been immediately absent on parental leave.

6.7.4 The rights of Museums Victoria in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

6.7.5 Definitions

6.7.5.1 Primary Caregiver means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

6.7.5.2 Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.

6.7.5.3 Eligible Casual Employee means a casual Employee:

- a) employed by Museums Victoria on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for a continuing period of employment during a period of at least twelve months; and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of continuous employment.

6.7.5.4 Continuous Service is work for Museums Victoria on a regular and systematic basis, including any period of authorised leave or absence.

6.7.5.5 Child means

1. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
2. in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

- who is, or will be, under 16 as at the day of placement, or the expected day of placement;
- has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

6.7.5.6 Spouse includes a de facto spouse, former spouse or 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.

6.7.6 Basic Entitlement

- An Employee who has, or will have, completed at least twelve months paid continuous service and who will be the primary caregiver, is entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an Eligible Casual Employee, shall be entitled to unpaid parental leave for a period not exceeding 52 weeks.
- Leave entitlements available are summarised in the following table:

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		

	Paid leave	Unpaid leave	Total
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

6.7.7 Employee Couple – Concurrent Leave

Subject to **Clause 6.7.11.1 (a)** below, except where otherwise agreed parental leave is to be available to only one caregiver at a time, in a single unbroken period, except that both caregivers may simultaneously take:

- a) in the case of paid Secondary Caregiver Leave, an Employee may take concurrent leave with their partner to a total of ten days paid leave (which need not be taken consecutively) and up to six weeks unpaid leave in connection with the birth of a child for whom the employee has accepted responsibility which may be commenced one week prior to the expected date of birth; and
- b) in the case of short adoption leave, the secondary care giver may take concurrent leave with their partner of one week's paid leave and up to seven weeks' unpaid leave which may be commenced at the time of placement.
- c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

6.7.8 Notice and evidence requirements - birth-related

6.7.8.1 An Employee must provide notice to Museums Victoria in advance of the expected date of commencement of parental leave. The notice requirements are:

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

6.7.8.2 When the Employee gives notice under **Clause 6.7.8.1 (a)** above the Employee must also provide a statutory declaration stating particulars of any period of secondary caregiver leave sought or taken by the spouse and that for the period of parental leave the spouse will not engage in any conduct inconsistent with the employee's contract of employment.

6.7.8.3 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.

6.7.8.4 Subject to **Clause 6.7.6** above and unless agreed otherwise between Museums Victoria and the Employee, an Employee may commence parental leave at any time within 14 weeks immediately prior to the expected date of birth.

6.7.8.5 Where an Employee continues to work within a six week period immediately prior to the expected date of birth of the child or is on paid leave under **Clause 6.7.15.2**, Museums Victoria may require the Employee to provide a medical certificate stating that the employee is fit to work normal duties. Museums Victoria may require the Employee to start primary caregiver leave if the Employee:

- a) does not give Museums Victoria the requested certificate within seven days after the request; or
- b) within seven days after the request for the certificate, gives Museums Victoria a medical certificate stating that the Employee is unfit to work.

6.7.8.6 Special Parental Leave

- a) Where the pregnancy of a primary caregiver not then on primary caregiver 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 primary caregiver employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with the relevant personal/carer's leave provisions;
 - ii. Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the primary caregiver employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under **Clause 6.7.6** and thereafter, to unpaid special parental leave'
- b) Where a primary caregiver employee not then on parental leave is suffering from an illness whether related or not to pregnancy, the Employee may take any paid personal/carer's leave to which the employee is entitled and/or unpaid personal/carer's leave in accordance with the relevant personal/carer's leave provisions.

6.7.8.7 Where leave is granted under **Clause 6.7.8.4** above, during the period of leave a primary caregiver employee may return to work at any time as agreed between Museums Victoria and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

6.7.9 Secondary Caregiver Leave

6.7.9.1 An Employee will provide to Museums Victoria at least ten weeks prior to each proposed period of secondary caregiver leave, with:

- b) a certificate from a registered medical practitioner which names the spouse, states that the spouse is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- c) written notification of the dates on which the spouse proposes to start and finish the period of secondary caregiver leave; and
- d) a statutory declaration stating:
 - i. except in relation to leave taken simultaneously with the primary caregiver under **Clause 6.7.7 (a)**, **Clause 6.7.7 (b)** or **Clause 6.7.11.1 (a)**, that the employee will take the period of secondary caregiver leave to become the primary care-giver of a child;
 - ii. particulars of any period of parental leave sought or taken by the spouse; and

- iii. that for the period of secondary caregiver leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

6.7.9.2 The Employee will not be in breach of **Clause 6.7.9.1** above 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.

6.7.10 Notice Requirements - adoption-related leave

6.7.10.1 The Employee shall be required to provide Museums Victoria 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.

6.7.10.2 The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day

6.7.10.3 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:

- a) 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
- b) 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.

6.7.10.4 As a general rule, the Employee must make application for leave to Museums Victoria at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An 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.

6.7.10.5 Before commencing adoption leave, an Employee will provide Museums Victoria with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

- a) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
- b) except in relation to leave taken simultaneously with the eligible child's other adoptive caregiver under **Clause 6.7.7 (b)**, that the Employee is seeking adoption leave to become the primary caregiver of the child;
- c) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- d) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

6.7.10.6 An Employee must provide Museums Victoria with confirmation from the adoption agency of the start of the placement.

6.7.10.7 Where the placement of an eligible child for adoption with an Employee does not proceed or continue, the Employee will notify Museums Victoria

immediately and Museums Victoria will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

6.7.10.8 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 an eligible child, the death of a spouse, or other compelling circumstances.

6.7.10.9 An Employee seeking to adopt an eligible child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and Museums Victoria 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, Museums Victoria may require the Employee to take such leave instead.

6.7.11 Right to Request

6.7.11.1 An Employee entitled to parental leave pursuant to the provisions of **Clause 6.7.6** may request Museums Victoria to allow the Employee:

- a) to extend the period of unpaid parental leave provided for in **Clause 6.7.6** by a further continuous period of unpaid leave not exceeding twelve months;
- b) to return from a period of parental leave on a part-time basis until the child or eligible child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

6.7.11.2 Museums Victoria 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 business grounds related to the effect on the workplace or Museums Victoria's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

6.7.11.3 It is agreed that the limitation in **Clause 4.3** on the use of fixed term employment to replace the Employee does not apply in this case.

6.7.11.4 Employee's Request and Museums Victoria's Decision to be in Writing. The Employee's request under **Clause 6.7.11.1** and Museums Victoria's decision made under **Clause 6.7.11.2** must be recorded in writing. Museums Victoria's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

6.7.12 Request to Return to Work Part-time

Where an Employee wishes to make a request under **Clause 6.7.11.1 (b)**, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

6.7.13 Variation of Period of Parental Leave

Unless agreed otherwise between Museums Victoria and the Employee, where an Employee takes leave under **Clause 6.7.6** the Employee may apply to Museums Victoria to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements. The total period of parental leave must not extend beyond 24 months, comprising twelve months for leave taken under **Clause 6.7.6** and any additional leave taken under

Clause 6.7.11.1 (a). The notice must specify the new end date of the parental leave.

6.7.14 Parental Leave and Other Entitlements

6.7.14.1 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **Clause 6.7.11**.

6.7.14.2 Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and Museums Victoria will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

6.7.14.3 An Employee who reduces their time fraction at work to better cope during pregnancy will not have her subsequent primary caregiver leave reduced accordingly.

6.7.14.4 Unpaid parental leave under **Clauses 6.7.6, 6.7.11 and 6.7.22** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

6.7.15 Transfer to a Safe Job

6.7.15.1 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 to be present at work, the Employee will, if Museums Victoria deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of primary caregiver leave.

6.7.15.2 If Museums Victoria does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or Museums Victoria may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

- a) 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
- b) 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.

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

6.7.15.4 Keeping in touch days

- a) During a period of parental leave an Employer and Employee may agree to the employee performing work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- b) Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

6.7.16 Returning to Work after a Period of Parental Leave

6.7.16.1 An 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.

6.7.16.2 Subject to **Clause 6.7.16.3** an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **Clause 6.7.15** above, the Employee will be entitled to return to the position they held immediately before such transfer.

6.7.16.3 Where such position no longer exists but there are other positions available which 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 their former position.

6.7.17 Replacement Employees

6.7.17.1 A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.

6.7.17.2 Before an Employer engages a replacement Employee Museums Victoria must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

6.7.18 Consultation and Communication during Parental Leave

6.7.18.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Museums Victoria shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- b) 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.

6.7.18.2 The Employee shall take reasonable steps to inform Museums Victoria 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.

6.7.18.3 The Employee shall also notify Museums Victoria of changes of address or other contact details which might affect the Museums Victoria's capacity to comply with **Clause 6.7.18.1**.

6.7.19 Permanent Care Leave

6.7.19.1 If, pursuant to the *Children, Youth and Families Act 2005 (Vic)* or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the primary care giver for that child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed with Museums Victoria.

6.7.20 Pre-Natal Leave

6.7.20.1 In addition parental leave and personal/carer's leave provisions of this Agreement, a primary caregiver employee, other than a casual Employee, who presents a medical certificate from a registered medical practitioner stating that the employee is pregnant, will have access to paid leave totalling up to 38 hours

per pregnancy to enable the employee to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

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

6.7.20.3 On presentation of a medical certificate 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.

6.7.21 Half Pay Provision

6.7.21.1 Museums Victoria 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.

6.7.22 Extended Family Leave

6.7.22.1 After exhausting all leave entitlements stipulated in **Clauses 6.7.6** and **6.7.11** an Employee who is the primary care giver may apply for unpaid Extended Family Leave, as an extension to their parental leave taken in accordance with this clause. The total amount of leave taken in accordance with this clause cannot exceed seven years.

6.7.22.2 The Employee must make an application for Extended Family Leave each year.

6.7.22.3 An Employee will not be entitled to paid parental leave whilst on Extended Family leave.

6.7.22.4 Upon return to work Museums Victoria may reallocate the Employee to other duties.

6.7.23 Grandparent Leave

6.7.23.1 An Employee is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the:

- a) birth of a grandchild of the Employee; or
- b) adoption of a grandchild of the Employee.

6.7.23.2 An Employee is only entitled to grandparent leave if they are or will be the primary caregiver of a grandchild.

6.7.24 Commonwealth Paid Parental Leave Payments

Paid parental leave entitlements outlined in this clause are in addition to payments available under the Commonwealth Paid Parental Leave Scheme.

6.8 Purchased Leave

6.8.1 An Employee, other than a casual employee, may, with the agreement of Museums Victoria, 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.

6.8.1(b) A leave plan must be submitted at the time of application for purchased leave, accounting for the purchased leave and annual leave accrued in the previous 12-month period that ensures that they are both taken in the upcoming 12-

month period. Purchased leave, as far as possible, should be taken in one-week blocks.

- 6.8.1(c)** Accrued purchased leave must be taken in its entirety over the 12-month period. Except for any period of Purchased leave already granted that has been cancelled by Museums Victoria, Purchased leave not taken will be paid out at the end of the 12-month period at the rate at which it was purchased. Purchased leave does not accumulate from year to year; nor does it incur any leave loading.
- 6.8.1(d)** Should an employee leave during the 12 month period having taken purchased leave not yet paid for, a reconciliation will be conducted and any monies outstanding will be deducted from the final payment to the employee at the rate that it was paid.

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)
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 Museums Victoria 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 personal/carer's 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 request to revert to ordinary 52 week employment by giving Museums Victoria no less than four weeks' written notice. Such request will not be unreasonably refused.

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 (a) At the election of the Employee (other than a casual or fixed-term employee) and with the written agreement of Museums Victoria, 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.

- (b) Where extended leave arrangements are agreed, Leave shall be paid at 80% per annum including the 5th year. Participation in the extended leave scheme will not break the employee's continuity of service.
- 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 Museums Victoria 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 3 days of paid leave, per year, to recognise attendance at or observance of religious, cultural or ceremonial days of significance. Part time Employees will receive a pro-rata entitlement (i.e. 3 days at their part-time hours).
- 6.10.2** Employees may, where Personal Leave credits are exhausted or as a choice, apply for up to 3 days of unpaid leave for the same purposes. Part time Employees will receive a pro-rata entitlement (i.e. 3 days at their part-time hours).
- 6.10.3** Employees may be required to provide such documentation as required by Museums Victoria in support of any leave application, for example a statutory declaration.
- 6.10.4 Aboriginal and Torres Strait Islander Employees**
- 6.10.4(a)** Museums Victoria acknowledges that many Aboriginal and Torres Strait Islander communities have significant relationships with Museums Victoria and that staff of Aboriginal and Torres Strait Islander descent are often seen by these communities as representatives of Museums Victoria, whether this is formal part of the staff member's role or not.
- 6.10.4(b)** Consistent with this and Museums 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 2 days of paid leave, per year, to recognise attendance at cultural or ceremonial days of significance. Part time Employees will receive a pro-rata entitlement (i.e. 2 days at their part-time hours). 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 Reconciliation Week.
 - iii. up to one day of paid leave for attendance by a Permanent Employee of Aboriginal or Torres Strait Islander descent at one event connected

with other cultural or ceremonial days of significance, negotiated with your manager.

- iv. 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.
- v. up to one day of paid leave for travel greater than 1000 kilometres to or from ceremonies connected with the death of an Elder or an Aboriginal or Torres Strait Islander family member under **Clause 6.10.4(d)** of this Agreement.

6.10.4(c) Employees may apply for, and be granted at the discretion of Museums Victoria, 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 Museums Victoria in support of any leave application.

6.11 Study Leave

6.11.1 Museums Victoria may grant to any Employee, other than Casuals, 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. Museums Victoria 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, or an equivalent pro-rata amount for part-time employees, 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.

6.11.4 An Employee completing an accredited course through the submission of major project work may be entitled to five days leave, or an equivalent pro-rata amount for part-time employees, 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, Museums 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 Museums Victoria regarding the proposed timing of the service and will give Museums Victoria 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, Museums Victoria 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 (Vic)*, 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 Shift Worker 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 (Vic)* for serving as a juror during their ordinary hours of work must be repaid to Museums Victoria, 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 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 Museums Victoria.
- 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 Museums Victoria 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 Museums Victoria 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.
- (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:

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: 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*).

6.14.7 Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional or substituted Public Holidays are declared or prescribed on days other than those set out in this **Clause 6.14**, those days shall constitute additional or substituted holidays for the purpose of this Agreement.

6.14.8 Substitution of Public Holiday

- a) An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- b) An Employee may by agreement with his or her Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

6.14.9 Shift Workers and Part-time Employees – Public Holidays

6.14.9(a) Full-time Shift Workers 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.

6.14.9(b) Full-time and Part-time Shift Workers who are absent on leave (e.g. Annual Leave, personal/carer's leave, Time in Lieu) on a public holiday will observe the public holiday and no deduction from leave credits will be made.

6.14.9(c) Notwithstanding **Clause 6.14.9(b)**, a Shift Worker who does not provide a medical certificate or statutory declaration for a personal 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 personal/carer's

leave without medical certificate or statutory declaration entitlement (see **Clause 6.2.5**).

- 6.14.9(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 Family Violence Leave

6.15.1 General Principle

- (a) Museums Victoria recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Museums Victoria is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

6.15.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

6.15.3 Eligibility

- (a) Leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

6.15.4 General Measures

- (a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration may also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with Museums Victoria's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) Museums Victoria will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. Museums Victoria will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may

seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause** Error! Reference source not found. and **clause REF_Ref442352701 \w \h *** MERGEFORMAT Error! Reference source not found..
- (g) Museums Victoria will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

6.15.5 Leave

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) Notwithstanding *clause 6.2.1 Amount of Paid Personal/Carer's Leave*, An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. Museums Victoria may require evidence consistent with **clause** Error! Reference source not found. from an employee seeking to utilise their personal/carer's leave entitlement.

6.15.6 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, Museums Victoria will approve any reasonable request from an Employee experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. Other than when an ongoing change has been made as per clause 6.15.6 (i), (ii) and (iii) above, when an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local

Employee support resources. The EAP shall include professionals trained specifically in family violence.

- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

6.16 Union Representatives

6.16.1 Museums 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, Museums Victoria welcomes the involvement of the CPSU and other unions in the ongoing development of good employee relations.

6.16.2 Museums 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.

6.16.3 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 (Cth)*. Such release must not unduly affect the operation of the local work area.

6.16.4 Members of a union shall be permitted by Museums Victoria 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

6.16.5 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 Museums Victoria, the Accredited Union Representative may enter the premises and shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

6.17 Union Meetings

6.17.1 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.

6.18 Union Branch Council Members

6.18.1 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.

6.18.2 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.

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

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

6.19 Union Training

6.19.1 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 Museums Victoria operations.

6.19.2 The Employee may be granted the leave where Museums Victoria 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.

6.19.3 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.

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 Museums Victoria'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) Museums Victoria 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) Museums Victoria 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.

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 annually in electronic format to a union covered by this Agreement. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (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

We do not accept bullying and violence at work and will work together to ensure that these behaviours do not occur at Museums Victoria.

7.1.6 Staff Support & Debriefing

7.1.6(a) Museums Victoria 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. Museums Victoria 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.

PART 8 - SIGNATORIES

Signed for and on behalf of
The **Museums Board of Victoria**

11 Nicholson Street CARLTON
Victoria 3053

Signature and Date

Dr J Patrick Greene,
Chief Executive Officer

Name and Position

Witness (name and signature)

Signed for and on behalf of
Community and Public Sector Union

Level 4 128 Exhibition Street
Melbourne VIC 3000

Signature and Date

Ms Karen Batt,
State Secretary

Name and Position

Witness (name and signature)

APPENDIX 1 - SALARY STRUCTURE
Effective 1 January 2016

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$42,845	\$45,482	1.1.1	\$42,845	
					1.1.2	\$43,724	
					1.1.3	\$44,603	
					1.1.4	\$45,482	
	2	2.1	2.1	\$46,951	\$53,621	2.1.1	\$46,951
						2.1.2	\$47,902
						2.1.3	\$48,855
						2.1.4	\$49,810
						2.1.5	\$50,761
						2.1.6	\$51,715
						2.1.7	\$52,668
						2.1.8	\$53,621
		2.2	2.2	\$54,573	\$60,292	2.2.1	\$54,573
						2.2.2	\$55,527
						2.2.3	\$56,479
						2.2.4	\$57,433
						2.2.5	\$58,384
						2.2.6	\$59,340
	3	3.1	3.1	\$61,611	\$68,210	3.1.1	\$61,611
						3.1.2	\$62,931
						3.1.3	\$64,251
						3.1.4	\$65,570
						3.1.5	\$66,889
		3.2	3.2	\$69,529	\$74,808	3.2.1	\$69,529
						3.2.2	\$70,849
						3.2.3	\$72,169
						3.2.4	\$73,488
						3.2.5	\$74,808
4	4.1	4.1	\$76,274	\$86,540	4.1.1	\$76,274	
					4.1.2	\$77,986	
					4.1.3	\$79,696	
					4.1.4	\$81,406	
					4.1.5	\$83,119	
					4.1.6	\$84,830	
					4.1.7	\$86,540	
Senior Officer	5	5.1	\$88,007	\$97,243			
		5.2	\$97,245	\$106,481		\$2,638	
	6	6.1	\$107,948	\$126,202			
		6.2	\$126,203	\$144,455		\$3,331	
Senior Technical Specialist	7	7.1	\$146,620	\$164,214			
		7.2	\$164,218	\$181,811			
		7.3	\$181,811	\$199,405		\$5,471	

Effective 1 July 2016

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$43,488	\$46,164	1.1.1	\$43,488	
					1.1.2	\$44,380	
					1.1.3	\$45,272	
					1.1.4	\$46,164	
	2	2.1	2.1	\$47,655	\$54,425	2.1.1	\$47,655
						2.1.2	\$48,621
						2.1.3	\$49,588
						2.1.4	\$50,557
						2.1.5	\$51,522
						2.1.6	\$52,491
						2.1.7	\$53,458
						2.1.8	\$54,425
		2.2	2.2	\$55,392	\$61,196	2.2.1	\$55,392
						2.2.2	\$56,360
						2.2.3	\$57,326
						2.2.4	\$58,294
						2.2.5	\$59,260
						2.2.6	\$60,230
	3	3.1	3.1	\$62,535	\$69,233	3.1.1	\$62,535
						3.1.2	\$63,875
						3.1.3	\$65,215
						3.1.4	\$66,554
						3.1.5	\$67,892
						3.1.6	\$69,233
		3.2	3.2	\$70,572	\$75,930	3.2.1	\$70,572
						3.2.2	\$71,912
						3.2.3	\$73,252
						3.2.4	\$74,590
4	4.1	4.1	\$77,418	\$87,838	4.1.1	\$77,418	
					4.1.2	\$79,156	
					4.1.3	\$80,891	
					4.1.4	\$82,627	
					4.1.5	\$84,366	
					4.1.6	\$86,102	
					4.1.7	\$87,838	
Senior Officer	5	5.1	\$89,327	\$98,702		\$2,678	
		5.2	\$98,704	\$108,078			
	6	6.1	\$109,567	\$128,095		\$3,381	
		6.2	\$128,096	\$146,622			
Senior Technica Specialis †	7	7.1	\$148,819	\$166,677		\$5,553	
		7.2	\$166,681	\$184,538			
		7.3	\$184,538	\$202,396			

Effective 1 January 2017

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$44,249	\$46,972	1.1.1	\$44,249		
					1.1.2	\$45,157		
					1.1.3	\$46,064		
					1.1.4	\$46,972		
	2	2.1	2.1	\$48,489	\$55,377	2.1.1	\$48,489	
						2.1.2	\$49,472	
						2.1.3	\$50,456	
						2.1.4	\$51,442	
						2.1.5	\$52,424	
						2.1.6	\$53,410	
						2.1.7	\$54,394	
						2.1.8	\$55,377	
		2.2	2.2	2.2	\$56,361	\$62,267	2.2.1	\$56,361
							2.2.2	\$57,346
							2.2.3	\$58,329
							2.2.4	\$59,314
							2.2.5	\$60,297
							2.2.6	\$61,284
	3	3.1	3.1	\$63,629	\$70,445	3.1.1	\$63,629	
						3.1.2	\$64,993	
						3.1.3	\$66,356	
						3.1.4	\$67,719	
						3.1.5	\$69,080	
		3.2	3.2	3.2	\$71,807	\$77,259	3.2.1	\$71,807
							3.2.2	\$73,170
							3.2.3	\$74,534
							3.2.4	\$75,895
							3.2.5	\$77,259
4	4.1	4.1	\$78,773	\$89,375	4.1.1	\$78,773		
					4.1.2	\$80,541		
					4.1.3	\$82,307		
					4.1.4	\$84,073		
					4.1.5	\$85,842		
					4.1.6	\$87,609		
					4.1.7	\$89,375		
Senior Officer	5	5.1	\$90,890	\$100,429		\$2,725		
		5.2	\$100,431	\$109,969				
	6	6.1	\$111,484	\$130,337		\$3,440		
		6.2	\$130,338	\$149,188				
Senior Technical Specialist	7	7.1	\$151,423	\$169,594		\$5,650		
		7.2	\$169,598	\$187,767				
		7.3	\$187,767	\$205,938				

Effective 1 July 2017

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$44,913	\$47,677	1.1.1	\$44,913	
					1.1.2	\$45,834	
					1.1.3	\$46,755	
					1.1.4	\$47,677	
	2	2.1	2.1	\$49,216	\$56,208	2.1.1	\$49,216
						2.1.2	\$50,214
						2.1.3	\$51,213
						2.1.4	\$52,214
						2.1.5	\$53,210
						2.1.6	\$54,211
						2.1.7	\$55,210
						2.1.8	\$56,208
		2.2	2.2	\$57,206	\$63,201	2.2.1	\$57,206
						2.2.2	\$58,206
						2.2.3	\$59,204
						2.2.4	\$60,204
						2.2.5	\$61,201
						2.2.6	\$62,203
	3	3.1	3.1	\$64,583	\$71,502	3.1.1	\$64,583
						3.1.2	\$65,968
						3.1.3	\$67,351
						3.1.4	\$68,735
						3.1.5	\$70,116
		3.2	3.2	\$72,884	\$78,418	3.2.1	\$72,884
						3.2.2	\$74,268
						3.2.3	\$75,652
						3.2.4	\$77,033
						3.2.5	\$78,418
4	4.1	4.1	\$79,955	\$90,716	4.1.1	\$79,955	
					4.1.2	\$81,749	
					4.1.3	\$83,542	
					4.1.4	\$85,334	
					4.1.5	\$87,130	
					4.1.6	\$88,923	
					4.1.7	\$90,716	
Senior Technical Specialist	5	5.1	\$92,253	\$101,935		\$2,766	
		5.2	\$101,937	\$111,619			
	6	6.1	\$113,156	\$132,292		\$3,492	
		6.2	\$132,293	\$151,426			
Senior Technical Specialist	7	7.1	\$153,694	\$172,138		\$5,735	
		7.2	\$172,142	\$190,584			
		7.3	\$190,584	\$209,027			

Effective 1 January 2018

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$45,699	\$48,511	1.1.1	\$45,699	
					1.1.2	\$46,636	
					1.1.3	\$47,573	
					1.1.4	\$48,511	
	2	2.1	2.1	\$50,077	\$57,192	2.1.1	\$50,077
						2.1.2	\$51,093
						2.1.3	\$52,109
						2.1.4	\$53,128
						2.1.5	\$54,141
						2.1.6	\$55,160
						2.1.7	\$56,176
						2.1.8	\$57,192
		2.2	2.2	\$58,207	\$64,307	2.2.1	\$58,207
						2.2.2	\$59,225
						2.2.3	\$60,240
						2.2.4	\$61,258
						2.2.5	\$62,272
						2.2.6	\$63,292
	3	3.1	3.1	\$65,713	\$72,753	3.1.1	\$65,713
						3.1.2	\$67,122
						3.1.3	\$68,530
						3.1.4	\$69,938
						3.1.5	\$71,343
						3.1.6	\$72,753
		3.2	3.2	\$74,159	\$79,790	3.2.1	\$74,159
						3.2.2	\$75,568
						3.2.3	\$76,976
						3.2.4	\$78,381
4	4.1	\$81,354	\$92,304	4.1.1	\$81,354		
				4.1.2	\$83,180		
				4.1.3	\$85,004		
				4.1.4	\$86,827		
				4.1.5	\$88,655		
				4.1.6	\$90,479		
				4.1.7	\$92,304		
Senior Officer	5	5.1	\$93,867	\$103,719		\$2,814	
		5.2	\$103,721	\$113,572			
	6	6.1	\$115,136	\$134,607		\$3,553	
		6.2	\$134,608	\$154,076			
Senior Technical Specialist	7	7.1	\$156,384	\$175,150		\$5,835	
		7.2	\$175,154	\$193,919			
		7.3	\$193,919	\$212,685			

Effective 1 July 2018

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$46,384	\$49,239	1.1.1	\$46,384	
					1.1.2	\$47,336	
					1.1.3	\$48,287	
					1.1.4	\$49,239	
	2	2.1	2.1	\$50,828	\$58,050	2.1.1	\$50,828
						2.1.2	\$51,859
						2.1.3	\$52,891
						2.1.4	\$53,925
						2.1.5	\$54,953
						2.1.6	\$55,987
						2.1.7	\$57,019
						2.1.8	\$58,050
		2.2	2.2	\$59,080	\$65,272	2.2.1	\$59,080
						2.2.2	\$60,113
						2.2.3	\$61,144
						2.2.4	\$62,177
						2.2.5	\$63,206
						2.2.6	\$64,241
	3	3.1	3.1	\$66,699	\$73,844	3.1.1	\$66,699
						3.1.2	\$68,129
						3.1.3	\$69,558
						3.1.4	\$70,987
						3.1.5	\$72,413
		3.2	3.2	\$75,271	\$80,987	3.2.1	\$75,271
						3.2.2	\$76,702
						3.2.3	\$78,131
						3.2.4	\$79,557
						3.2.5	\$80,987
4	4.1	4.1	\$82,574	\$93,689	4.1.1	\$82,574	
					4.1.2	\$84,428	
					4.1.3	\$86,279	
					4.1.4	\$88,129	
					4.1.5	\$89,985	
					4.1.6	\$91,836	
					4.1.7	\$93,689	
Senior Officer	5	5.1	\$95,275	\$105,275		\$2,856	
		5.2	\$105,277	\$115,276			
	6	6.1	\$116,863	\$136,626		\$3,606	
		6.2	\$136,627	\$156,387			
Senior Technical Specialist	7	7.1	\$158,730	\$177,777		\$5,923	
		7.2	\$177,781	\$196,828			
		7.3	\$196,828	\$215,875			

Effective 1 January 2019

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$47,196	\$50,101	1.1.1	\$47,196
					1.1.2	\$48,164
					1.1.3	\$49,132
					1.1.4	\$50,101
	2	2.1	\$51,717	\$59,066	2.1.1	\$51,717
					2.1.2	\$52,767
					2.1.3	\$53,817
					2.1.4	\$54,869
					2.1.5	\$55,915
					2.1.6	\$56,967
					2.1.7	\$58,017
					2.1.8	\$59,066
		2.2	\$60,114	\$66,414	2.2.1	\$60,114
					2.2.2	\$61,165
					2.2.3	\$62,214
					2.2.4	\$63,265
					2.2.5	\$64,312
					2.2.6	\$65,365
	3	3.1	\$67,866	\$75,136	3.1.1	\$67,866
					3.1.2	\$69,321
					3.1.3	\$70,775
					3.1.4	\$72,229
					3.1.5	\$73,680
					3.1.6	\$75,136
		3.2	\$76,588	\$82,404	3.2.1	\$76,588
					3.2.2	\$78,044
					3.2.3	\$79,498
					3.2.4	\$80,949
4	4.1	\$84,019	\$95,329	4.1.1	\$84,019	
				4.1.2	\$85,905	
				4.1.3	\$87,789	
				4.1.4	\$89,671	
				4.1.5	\$91,560	
				4.1.6	\$93,443	
				4.1.7	\$95,329	
Senior Officer	5	5.1	\$96,942	\$107,117		\$2,906
		5.2	\$107,119	\$117,293		
	6	6.1	\$118,908	\$139,017		\$3,669
		6.2	\$139,018	\$159,124		
Senior Technical Specialist	7	7.1	\$161,508	\$180,888		\$6,027
		7.2	\$180,892	\$200,272		
		7.3	\$200,272	\$219,653		

Effective 1 July 2019

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$47,904	\$50,853	1.1.1	\$47,904	
					1.1.2	\$48,886	
					1.1.3	\$49,869	
					1.1.4	\$50,853	
	2	2.1	2.1	\$52,493	\$59,952	2.1.1	\$52,493
						2.1.2	\$53,559
						2.1.3	\$54,624
						2.1.4	\$55,692
						2.1.5	\$56,754
						2.1.6	\$57,822
						2.1.7	\$58,887
						2.1.8	\$59,952
		2.2	2.2	\$61,016	\$67,410	2.2.1	\$61,016
						2.2.2	\$62,082
						2.2.3	\$63,147
						2.2.4	\$64,214
						2.2.5	\$65,277
						2.2.6	\$66,345
	3	3.1	3.1	\$68,884	\$76,263	3.1.1	\$68,884
						3.1.2	\$70,361
						3.1.3	\$71,837
						3.1.4	\$73,312
						3.1.5	\$74,785
						3.1.6	\$76,263
		3.2	3.2	\$77,737	\$83,640	3.2.1	\$77,737
						3.2.2	\$79,215
						3.2.3	\$80,690
						3.2.4	\$82,163
4	4.1	4.1	\$85,279	\$96,759	4.1.1	\$85,279	
					4.1.2	\$87,194	
					4.1.3	\$89,106	
					4.1.4	\$91,016	
					4.1.5	\$92,933	
					4.1.6	\$94,845	
					4.1.7	\$96,759	
Senior Officer	5	5.1	\$98,396	\$108,724		\$2,950	
		5.2	\$108,726	\$119,052			
	6	6.1	\$120,692	\$141,102		\$3,724	
		6.2	\$141,103	\$161,511			
Senior Technical Specialist	7	7.1	\$163,931	\$183,601		\$6,117	
		7.2	\$183,605	\$203,276			
		7.3	\$203,276	\$222,948			

APPENDIX 2 – ROSTERING PRINCIPLES

It is recognised that Museums Victoria needs to establish rosters to suit its operational requirements. Notwithstanding this, Museums Victoria 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.
8. Shift rostering should use best endeavours to roster Employees with equity in respect to allocation of duties/roles to be undertaken.

APPENDIX 3 - 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

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

- 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 specialized 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 4 - VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A
Accountability and Frameworks	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <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 <p>Influences own daily work priorities</p>	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/ or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation</p>

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	and schedules under direction of supervisor Accountable for accuracy and timeliness of outputs			Analysis and advice contributes to decision making by others Manages budget and resources for the work area		
Innovation and Originality	The focus is on maintaining existing systems and processes Identifies opportunities to improve own efficiency and suggests these to supervisor	Judgement is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	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 Identifies and applies developments within professional field to problem solving within the work area	Innovative thinking is an inherent feature of the job Defines the appropriate methodology in the analysis of policy or research options
Communication	1.1B	2.1B	2.2B	3.1B	3.2B	4.1B
	Provides and receives routine information Communication is mainly focused on routine issues that may require an understanding of	Explains rules, procedures and operational policies to individual clients or colleagues Presents routine information to small groups and provides	Conducts formal community information sessions and consultative process involving small groups or participates in a	May lead a team through activities including individual and team performance management and development Explains concepts and policies to	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 Prepares reports, briefs and correspondence on complex issues that

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	the operational context	feedback to organisation Draft routine internal reports and correspondence Liaises with stakeholders, clients and external providers of goods and services Suggests alternative approaches to clients or stakeholders Understands procedures for effectively dealing with people exhibiting challenging behaviours	similar process in larger groups Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	clients, stakeholders and staff Plans, leads and facilitates information sessions and consultative processes in a range of settings Prepares briefs on sensitive issues for consideration of others Draft public communication documents Communicates issues and advocates a preferred case or option to stakeholders Communicate professional/ technical concepts and advice Provides communication guidance to less	Prepares complex operational reports requiring in-depth factual analysis	impact at program or organisational level Develops and implements operational communication and consultation strategies on specific projects Applies negotiation persuasion and motivation skills to manage staff and stakeholders

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
				experienced colleagues Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers		
Knowledge and Proficiency	1.1C	2.1C	2.2C	3.1C	3.2C	4.1C
	Focus is on learning, developing and refining work skills Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills Requires understanding of general office work	Understands and applies theoretical principles, under supervision, to achieve defined outcomes Develops knowledge of established techniques and organisational processes Proficient in use of software or technical equipment Knowledge of legislation, regulations, policies and processes	Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations Local reference point in operational processes and procedures	Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations Authoritative in application of processes and policy relevant to the work unit Knowledge of relevant legislation, regulations, policies and processes	Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives	Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving Applies sound theoretical and practical expertise in development of policy options Authoritative in application of processes

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	<p>routines and procedures</p> <p>Acquire and apply proficiency in standard office equipment and computer applications</p>	<p>relevant and specific to the role</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 prepares simple reports</p>	<p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction or coordinates project steps</p> <p>Contributes to operational service delivery policy development</p>	<p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others</p> <p>Conducts projects of defined scope under direction</p> <p>Obtains, summarises and reports on stakeholder views</p>	<p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects under direction</p> <p>Contributes to planning on large projects</p>	<p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and implements operational policy which impacts the immediate work area</p> <p>Contributes to strategic policy development within a specific field of expertise</p> <p>Manages projects, usually under limited direction</p>

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
						<p>Contributes expertise to a team working on complex projects</p> <p>Prepares project scopes and briefs within broad parameters</p> <p>Manages multi-disciplinary project teams</p>
Administrative and Corporate Support	1.1E	2.1E	2.2E	3.1E	3.2E	4.1E
	<p>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</p>	<p>Provides office support through activities such as using and maintaining standard office equipment and software</p> <p>Drafts routine correspondence and minutes</p> <p>Organises routine meetings and small functions</p>	<p>Responsible for office support services and systems for a work unit</p> <p>Documents meeting outcomes in more complex situations</p> <p>Provides support to contract administration</p> <p>Demonstrates problem solving in processing work</p>	<p>May lead a corporate support team</p> <p>Manages team performance through activities such as monitoring and reporting</p> <p>Maintains corporate databases and completes analysis</p> <p>Monitors and administers straight forward, local contracts and</p>	<p>Prepares and analyses reports from corporate databases to support decision making in the broader work area</p> <p>Develops local databases or reporting systems</p> <p>Negotiate straight forward, local contracts and service agreements</p>	<p>Leads a larger or complex corporate support work unit</p> <p>Provides specialist administrative and corporate support expertise</p> <p>Negotiates and manages straight forward, corporate contracts and service agreements</p> <p>Drafts reports and recommendations</p>

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
		Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases Performs telephone and counter duties consistent with 2.1B	Create and maintains local databases or reporting systems utilising standard software Analyse standard reports and data to identify exceptions	service agreements within a well-defined service delivery framework		by interpreting and analysing data
Operational Service Delivery	1.1F	2.1F	2.2F	3.1F	3.2F	4.1F
	Provides routine information, such as standard information and explanations, to clients and members of the public Receives payment for routine services such as the sale of publications and individual licence fees Performs routine service delivery functions for clients	Provides standard services under general supervision and within a defined service delivery framework Delivers information services to the general public or clients, including initial advice and referral Consistent with the development of knowledge specified at 2.1C, participates in routine	Assesses client needs and implements appropriate service delivery from a range of accepted options Identifies where limited precedents apply and may recommend action to be taken Assists in preparing or presenting cases in a range of review forums, tribunals and courts	Supervises a service delivery team Assesses client needs and delivers a range of services in complex situations investigates and assesses actions by individuals or organisations against legislation, rules, regulations and service agreements	Reviews client assessments and associated service delivery plans Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts Recommends strategies to represent the agency and/or clients involving	Determines operational service delivery plans based on accepted standards Recommends resource allocation to immediate manager in order to meet service delivery priorities Manages operational work teams Undertakes advanced case management, which

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4					
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance Operates and maintains tools and equipment appropriate to the function and level of qualification	investigations under direction and provides evidence if required Reconciles, banks monies and manages petty cash		Advocates issues involving established precedents before a range of review forums, tribunals and courts Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems	complex and challenging problems	may include cross agency collaboration Undertakes complex or technical investigations and makes recommendations for action
Technical/Specialist	1.1G	2.1G	2.2G	3.1G	3.2G	4.1G
	Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices Operates and maintains technical or scientific equipment appropriate to the	Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis Diagnoses and corrects faults and problems with technical equipment	Modifies routine scientific, technical or specialist procedures to a limited specification Exercises discretion in use of equipment and actions to achieve results within specifications	Conducts small to medium scientific, technical or specialist projects defined by others Undertakes technical data analysis in field of expertise Conducts field or desk-top studies as part of a team	Plan small to medium scientific, technical or specialist projects May control a laboratory function or field operation where a range of related technical functions are performed	Manages a scientific, technical or specialist team and/or projects Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	function and level of qualification This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work	Contributes to scientific or technical project planning		Assembles non-standard technical systems or equipment to a specification Leads a small scientific, technical or specialist team	Prepares complex reports requiring in-depth factual analysis	Provides professional scientific, technical or specialist advice based on field of expertise Undertakes technical data analysis and modelling and prepares reports

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
Decision Making	5.1A	5.2A	6.1A	6.2A
Rules, Guidelines, and Frameworks	Decisions often impact upon staff, peers and clients outside the immediate work area Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework Advice and analysis influences policy development	Decisions may set precedents for peers Develops business plans to deliver on evolving organisational priorities	Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities Participates in strategic planning and contributes to strategic decision making process Accountable for achievement of established corporate objectives including the	Develops policies, programs and initiatives that impact on programs or major functional areas Required to interpret general policy framework to make decisions in the absence of definitive operational policies

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
	<p>Contributes to strategic business planning</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p>		<p>formulation and implementation of local business plans</p>	
Innovation and Originality	<p>Innovative thinking and analysis influences developments within area of responsibility</p>	<p>Solutions and thinking may advance organisational innovation or occupational/professional knowledge</p> <p>Creatively develops options in a changing organisational environment</p>	<p>Identifies and responds to new and emerging strategic issues impacting on the operating environment</p>	<p>Contributes advanced expertise and knowledge to strategic planning and decision making processes</p>

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
Communication	5.1B	5.2B	6.1B	6.2B

	<p>Initiates and maintains relationships with peer and senior internal and external stakeholders</p> <p>Focuses on understanding stakeholder issues</p> <p>Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice</p> <p>Prepares technical reports at an advanced professional level</p>	<p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement</p> <p>Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels</p> <p>Manages consultation processes including engagement with key stakeholders.</p> <p>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</p> <p>Is influential in negotiations with external suppliers of major services</p>	<p>Purpose of communication may be to resolve complex issues through a process of consultation and negotiation</p> <p>Prepares technical reports at an authoritative level</p> <p>Develops briefs on highly complex issues that provide options for decision within an organisation</p> <p>Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the</p>	<p>Is required to use formal and informal channels to influence organisation or program management to achieve goals</p> <p>Influences stakeholders holding competing priorities and views</p> <p>Briefs high level stakeholders in own area of expertise in a variety of forums</p> <p>Operates with loosely defined hierarchies of decision-making</p> <p>Negotiates to resolve differences to achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>
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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
			agency with external peers and negotiate within parameters agreed with immediate manager Focuses on understanding stakeholder issues and influencing their views Provides authoritative expert advice on complex issues within own area	
Policy and Projects	5.1C	5.2C	6.1C	6.2C
	Formulates policy options and advice Develops project briefs consistent with business plan direction Manages and leads projects 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	Advocates policy options Manages and leads complex projects	Responsible for operational policy or service development impacting on a major functional area Responsible for implementation of endorsed strategic policy within the functional area Routinely advises senior stakeholders on policy issues and solutions within a functional area	Responsible for operational policy or service development that has significant impact across functional areas Responsible for implementation of endorsed strategic policy across functional areas Area of expertise and responsibility is complicated by the scale and difficulty of the issues Manages major projects for the organisation Provides policy advice to

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
				government, senior levels of the organisation and key external stakeholders
Administrative and Corporate Support	5.1D	5.2D	6.1D	6.2D
	<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>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>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>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	5.1E	5.2E	6.1E	6.2E
	<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>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>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>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</p>

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
	Provides specialist professional services or advice			targets for programs or major projects
Technical Specialist	5.1F	5.2F	6.1F	6.2F
	<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>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>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>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>
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. Applies complex concepts to policy development or research</p> <p>Provides leadership in the adaptation and application of concepts to operational</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>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</p>

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
	matters within local work area Models high level leadership attributes		High level expertise in the field or discipline	field or discipline that is critical to the program or organisation

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	7.1A	7.2A	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>Provides professional leadership and development of staff in area of professional expertise</p> <p>Influences departmental policy direction and may develop or change policy as a result of specialised work or research.</p> <p>Responsible for the quality professional outcomes of major projects</p> <p>Departmental and Statewide reputation is associated with positions at this level</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 development of staff in area of professional expertise including leading and inspiring teams of fellow professionals</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>
Decision Making	7.1B		
Accountability and Frameworks	Limited frameworks, precedents and guidelines beyond broad Government		

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	<p>policy and professional discipline standards</p> <p>Generates strategic directions and programs for the agency or the sector</p> <p>Develops strategic frameworks for research or industry development</p> <p>Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour</p> <p>Outcomes directly affect external perceptions of the Department by Government and the community</p> <p>Influences the national and international debate in the profession/ field of expertise</p>		
Innovation and Originality	7.1C		
	<p>Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects</p> <p>Identifies and responds to new and emerging issues in the field and their longer term implications for the State</p>		
Communication	7.1D	7.2D	7.3D
	Interacts with executives/ professional staff within the organisation and with other	Develops and utilises national and international communication networks to	Initiates and negotiates joint research programs with universities and other

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	<p>experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned</p> <p>Close interaction with other professionals in the field</p> <p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>	<p>ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time</p>
Knowledge and Proficiency	7.1E		
	<p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p>		

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	<p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		

APPENDIX 5 – SUPPORTED WAGE SYSTEM

1 Museums Victoria is 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 this appendix.

2 **Guidelines and Assessment Process**

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.

2(b) In this clause:

a) 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;

b) assessment instrument means the tool 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;

c) 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 (Cth)*, as amended from time to time, or any successor to that scheme;

d) relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged;

e) supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au;

f) SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate.

3 **Eligibility Criteria**

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.

3(b) This clause does not apply to any existing employee who has a claim against Museums Victoria which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

4 **Supported Wage Rates**

- 4(a) Employees to whom this clause applies will be paid the applicable percentage of the relevant minimum wage according to the following table:

Assessed capacity	Relevant minimum wage
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable must be not less than \$76 per week or such greater amount as prescribed by FWA by determination varying the applicable Modern Award in accordance with the Act.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. **Assessment of Capacity**

- 5(a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Museums Victoria and employee and, if the employee so desires, the Union.
- 5.5(b) All assessments made under this clause must be documented in an SWS wage assessment agreement, and retained by Museums Victoria as a time and wages record in accordance with the Act.

6 **Lodgement of Assessment Instrument**

- 6(a) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Museums Victoria with Fair Work Australia.
- 6(b) All SWS wage assessment agreements must be agreed and signed by the employee and employer. Where the Union is not a party to the assessment, the assessment will be referred by Fair Work Australia to the Union by certified mail and the agreement will take effect unless the Union notifies an objection to Fair Work Australia within 10 working days.

7 **Review of Assessment**

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

8 Other Terms and Conditions of Employment

- 8(a) Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

9 Workplace Adjustment

- 9(a) An employer wishing to employ a person under the provisions of this clause must 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 workers in the area.

9 Trial Period (unchanged)

- 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.
- 9(b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 9(c) The minimum amount payable to the employee during the trial period must be no less than \$73 per week or such greater amount as prescribed by FWA by determination varying the applicable Modern Award in accordance with the Act.
- 9(d) Work trials should include induction or training as appropriate to the job being trialled.
- 9(e) Where Museums Victoria and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 3.13.5

APPENDIX 6 – HEALTH AND SAFETY STRUCTURE

Under the *Occupational Health and Safety Act 2004 (Vic)*, as amended from time to time, the museum recognises the following Designated Work Groups

Designated Work Group	Museums Victoria Department (or Unit) Represented
Museums Victoria Administration and Support	Collection Research and Exhibitions Directorate Carpark Services Strategic Governance and Risk Corporate Services Directorate Finance and Administration Human Resources CEO's Directorate Information Services Communication & Partnerships Public Engagement Divisional Directorate and Business Management Melbourne Museum Operations Bookings and Enquiries Bunjilaka
Live Exhibits	Live Exhibits
IMAX	IMAX
MM CSO and Retail	MM Customer Services & MM Retail Shop
Conservation	Conservation
Preparation	Preparation
Sciences	Sciences
Education & Community Programs	MV Discovery & Online Learning Education and Community Programs Volunteers
SW CSO and Retail	SW Customer Services SW Retail Shop
IM CSO and Retail	IM Customer Services IM Retail Shop
Administration Drum	Public Engagement Business Management Scienceworks Operations
Humanities	Collection Information Systems Strategic Collections Management Exhibition Collections Management
Museum Spaces	Museum Spaces
Strategic Facilities Management	Strategic Facilities Management
Moreland Annexe	Collection & Research Facilities Collection Information Systems Humanities Collection Management Conservation
Exhibitions	Exhibitions Operations Network Production & Technical Services Digital and Emerging Technologies
Swann House	Immigration Museum Operations

The parties accept that as the composition and structure of the museum changes, the designated workgroups may need to vary in coverage and number to reflect those changes.

Changes to the Designated Work Groups will be negotiated in accordance with the provisions of the *Occupational Health and Safety Act 2004 (Vic)*