



**Museum Victoria
Staff Partnership Agreement
2007 - 2009**

TABLE OF CONTENTS

| | | |
|----------------|---|-----------|
| A1. | ABOUT THIS AGREEMENT | 11 |
| A1.1 | Title | 11 |
| A1.2 | Foreword | 11 |
| A2. | OUR VISION | 11 |
| A3. | OUR VALUES | 11 |
| A4. | OUR STRATEGIC DIRECTIONS | 11 |
| A4.1 | Enhance Access, Visibility and Community Engagement | 11 |
| A4.2 | Create and Deliver Great Experiences | 12 |
| A4.3 | Pursue the Active Development of Strategic Partnerships | 12 |
| A4.4 | Develop and Maximise the Value of Our Heritage Collections | 12 |
| A4.5 | Manage Our Resources | 12 |
| A5. | OUR ORGANISATION | 12 |
| A6. | OUR PEOPLE | 13 |
| A6.1 | Our Commitment to the Way We Do Things | 13 |
| A6.2 | Our Commitment to Leadership | 14 |
| A6.3 | Our Commitment to Reconciliation | 14 |
| A7. | IMPROVEMENT INITIATIVES | 15 |
| A8. | DEFINITIONS | 17 |
| A9. | STAKEHOLDERS TO THIS AGREEMENT | 17 |
| A10. | APPLICATION OF AGREEMENT AND PARTIES BOUND | 17 |
| A11. | DURATION OF AGREEMENT | 17 |
| PART B. | TERMS AND CONDITIONS OF EMPLOYMENT | 19 |
| B1. | ANTI-DISCRIMINATION | 19 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|--------------|--|-----------|
| B2. | CONSULTATION PROCESS | 19 |
| B3. | WORKLOAD | 20 |
| B4. | ORDINARY HOURS | 20 |
| B5. | FLEXI-TIME | 21 |
| B6. | OVERTIME (REMUNERATION FOR ADDITIONAL HOURS WORKED) | 22 |
| B6.1 | Reasonable Hours of Work | 22 |
| B6.2 | Eligibility for Overtime | 22 |
| B6.3 | Payment for Overtime | 22 |
| B6.3.1 | Payment | 22 |
| B6.3.2 | Overtime Payment – Calculation Formulae | 23 |
| B6.3.3 | Time in Lieu | 23 |
| B7. | REST BREAKS / MEAL BREAKS | 24 |
| B9. | CHILDCARE | 24 |
| B10. | HOME BASED WORK | 24 |
| B11. | EMPLOYMENT | 24 |
| B11.1 | Recruitment and Selection | 24 |
| B11.2 | Basis of Employment | 25 |
| B11.3 | Fixed Term Employment - When It May Be Used | 25 |
| B11.4 | Part-Time Employment | 25 |
| B11.5 | Casual Employment - When It May Be Used | 26 |
| B11.6 | Job Information | 26 |
| B11.7 | Probationary Period - New Employee | 27 |
| B12. | IRREGULAR PART-TIME EMPLOYEES | 27 |
| B13. | REVIEW OF CONTRACT POSITIONS | 27 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|--------------|--|-----------|
| B14. | TRAINEESHIPS | 28 |
| B15. | OTHER EMPLOYMENT | 28 |
| B16. | TEMPORARY TRANSFER BETWEEN WORK LOCATIONS | 28 |
| B16.1 | Usual Place of Work | 28 |
| B16.2 | Excess Travelling Time | 28 |
| B17. | REDEPLOYMENT | 28 |
| B18. | TERMINATION OF EMPLOYMENT | 29 |
| B18.1 | Termination by Employer | 29 |
| B18.2 | Employee Resignation | 30 |
| B18.3 | Abandonment of Employment | 30 |
| B18.4 | Statement of Employment | 30 |
| B18.5 | Rights not Limited | 30 |
| B19. | SALARY INCREASES | 30 |
| B20. | CLASSIFICATION AND SALARY | 30 |
| B20.1 | Classification and Salary on Appointment | 32 |
| B21.2 | Progression Within a Value Range | 33 |
| B21.3 | Movement Between Value Ranges | 33 |
| B22. | CASUAL EMPLOYEES – LOADING | 34 |
| B23. | ROSTERED EMPLOYEES | 34 |
| B23.1 | Penalty Payments for Regularly Rostered Employees | 35 |
| B23.2 | Additional Leave for Rostered Employees | 35 |
| B24. | ALLOWANCES | 36 |
| B24.1 | First Aid Allowance | 36 |
| B24.2 | Footwear Allowance | 36 |
| B24.3 | Callout Allowance | 36 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|--------------|---|-----------|
| B24.4 | Meal Allowance | 36 |
| B24.5 | Projectionist Allowance | 37 |
| B25. | TEMPORARY ASSIGNMENT | 37 |
| B25.1 | When Does Higher Duties Allowance Apply? | 37 |
| B25.2 | Level of Allowance | 38 |
| B25.3 | Leave While Undertaking a Temporary Assignment | 38 |
| B25.4 | Progression Payments | 38 |
| B26. | ACCIDENT COMPENSATION | 38 |
| B26.1 | Payment – Maximum Entitlement | 38 |
| B26.2 | Rehabilitation | 38 |
| B27. | PAYMENT OF SALARIES | 38 |
| B28. | SALARY PACKAGING | 39 |
| B29. | SUPERANNUATION | 39 |
| B29.1 | Superannuation Salary Sacrifice | 40 |
| B30. | SUPPORTED WAGE SYSTEM | 40 |
| B31. | REIMBURSEMENT OF EXPENSES | 40 |
| B31.1 | Private Motor Vehicle Use | 40 |
| B32. | RECREATION LEAVE | 40 |
| B32.1 | Recreation Leave Entitlement | 40 |
| B32.2 | Single Day Absences | 41 |
| B32.3 | Recreation Leave Loading | 41 |
| B32.4 | Requirement to Take Recreation Leave | 41 |
| B32.5 | Payment of Recreation Leave on Termination of Employment | 41 |
| B33. | PERSONAL LEAVE | 41 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|--------------|---|-----------|
| B33.1 | Sick Leave | 41 |
| B33.1.1 | Provision of Medical Certificate or Statutory Declaration | 41 |
| B33.1.2 | Notification of Absence | 42 |
| B33.1.3 | Infectious Disease/Dangerous Medical Conditions | 42 |
| B33.1.4 | Military Service Sick Leave | 42 |
| B33.2 | CARER'S LEAVE | 42 |
| B33.2.1 | Provision of Medical Certificate or Statutory Declaration | 42 |
| B33.2.2 | Carer's Leave for Casual Employees | 43 |
| B34. | COMPASSIONATE LEAVE | 43 |
| B34.1 | Additional Compassionate Leave | 43 |
| B34.2 | Compassionate Leave for Casual Employees | 43 |
| B35. | LONG SERVICE LEAVE | 43 |
| B35.1 | Public Holidays During Long Service Leave | 44 |
| B35.2 | Eligible Period of Service | 44 |
| B35.3 | Period of Leave | 44 |
| B35.4 | Time of Taking Leave | 44 |
| B35.5 | Payment for Leave | 44 |
| B36. | RECOGNITION OF PRIOR SERVICE | 45 |
| B37. | LEAVE WITHOUT PAY | 45 |
| B38. | PARENTAL LEAVE | 45 |
| B38.1 | Maternity Leave | 46 |
| B38.1.1 | Maternity Leave Notification Requirements | 46 |
| B38.1.2 | Sick Leave and Special Maternity Leave | 47 |
| B38.1.3 | Transfer to a Safe Job | 47 |
| B38.1.4 | Public Holidays During Maternity Leave | 47 |
| B38.2 | Paternity/Partner Leave | 47 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|---------------|--|-----------|
| B38.2.1 | Paternity/Partner Leave Notification Requirements | 48 |
| B38.2.2 | Public Holidays During Paternity Leave | 48 |
| B38.3 | Adoption Leave | 48 |
| B38.3.1 | Adoption Leave Notification Requirements | 49 |
| B38.3.2 | Public Holidays During Adoption Leave | 50 |
| B38.4 | Right to Request | 50 |
| B38.5 | Variation of Period of Parental Leave | 50 |
| B38.6 | Permanent Care Leave | 50 |
| B38.7 | Pre-Natal Leave | 50 |
| B38.8 | Half Pay Provision | 51 |
| B38.9 | Eligible Casual Employee | 51 |
| B38.10 | Returning to Work after a Period of Parental Leave | 51 |
| B38.11 | Parental Leave Without Pay | 51 |
| B38.12 | Communication during Parental Leave | 51 |
| B39. | PURCHASED LEAVE | 52 |
| B40. | EXTENDED LEAVE SCHEME | 52 |
| B41. | CULTURAL & CEREMONIAL LEAVE | 52 |
| B42. | STUDY LEAVE | 53 |
| B43. | LEAVE FOR COMMUNITY CONTRIBUTIONS | 53 |
| B44. | LEAVE TO ATTEND ALCOHOL & OTHER DRUG REHABILITATION PROGRAM | 54 |
| B45. | PUBLIC HOLIDAYS | 54 |
| B45.1 | Additional Public Holidays | 54 |
| B45.2 | Substitution of Public Holidays | 54 |
| B45.3 | Rostered and Part-time Employees – Public Holidays | 54 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|----------------|--|-----------|
| B46. | EMPLOYEE GRIEVANCE AND DISPUTE RESOLUTION PROCESS | 55 |
| B46.1 | Resolution of Grievances and Disputes | 55 |
| B46.2 | Obligations | 55 |
| B46.3 | Agreement and Dispute Settlement Facilitation | 55 |
| B46.4 | Discussion of Grievance or Dispute | 55 |
| B46.5 | Internal Process | 56 |
| B46.6 | Disputes of a Collective Character | 56 |
| B46.7 | Conciliation | 56 |
| B46.8 | Arbitration | 56 |
| B46.9 | General Powers and Procedures of the AIRC | 57 |
| B46.10 | Publication and Privacy Obligations During Disputes | 57 |
| B47. | DISCIPLINE | 57 |
| B47.1 | Application | 57 |
| B47.2 | Procedural Fairness to Apply | 57 |
| B47.3 | First Stage | 58 |
| B47.4 | Second Stage | 58 |
| B47.5 | Third Stage | 58 |
| B47.6 | Fourth Stage | 58 |
| B48. | WORKPLACE HEALTH, SAFETY AND REHABILITATION | 58 |
| B49. | COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS | 58 |
| B50. | NO EXTRA CLAIMS | 59 |
| PART C. | GUIDELINES | 60 |
| C1. | SUPPORTED WAGE SYSTEM | 60 |
| C1.1 | Eligibility Criteria | 60 |
| C1.2 | Supported Wage Rates | 60 |

MV Staff Partnership Agreement 2007 – 2009

| | | |
|-------------|---|-----------|
| C1.3 | Assessment of Capacity | 61 |
| C1.4 | Lodgement of Assessment Instrument | 61 |
| C1.5 | Review of Assessment | 61 |
| C1.6 | Other Terms and Conditions of Employment | 61 |
| C1.7 | Workplace Adjustment | 61 |
| C1.8 | Trial Period | 61 |
| C3. | MILITARY SERVICE SICK LEAVE | 62 |
| C4. | LEAVE FOR COMMUNITY CONTRIBUTIONS | 62 |
| C4.1 | Defence Reserve Leave | 62 |
| C4.1.1 | Preservation of prior entitlement | 62 |
| C4.2 | Jury Service | 62 |
| C4.3 | Leave for Blood Donations | 63 |
| C4.4 | Leave to Engage in Emergency Relief Activities | 63 |
| C4.5 | Leave to Engage in Voluntary Community Activities | 63 |
| C4.6 | Participation in Sporting Events | 63 |
| C5. | LEAVE TO ATTEND ALCOHOL & OTHER DRUG REHABILITATION PROGRAMS | 63 |
| C6. | WORKPLACE HEALTH, SAFETY AND REHABILITATION | 64 |
| C6.1 | Objectives | 64 |
| C6.2 | OH&S Consultation | 64 |
| C6.3 | Designated Work Groups | 64 |
| C6.4 | Bullying and Violence at Work | 65 |
| C6.5 | Staff Support & Debriefing | 65 |
| C7. | GRADE DESCRIPTORS | 66 |
| C8. | VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS | 69 |

MV Staff Partnership Agreement 2007 – 2009

| | |
|--|-----------|
| INDEX | 79 |
| MEMORANDUM OF UNDERSTANDING | 81 |
| 1. Term | 81 |
| 2. Disputes | 81 |
| 3. Museum Victoria Policy | 81 |
| 4. Classification and Salary on Appointment | 81 |
| 5. Payment of salaries | 82 |
| 6. Union Representatives | 82 |
| 7. Union Meetings | 82 |
| 8. CPSU SPSF Victorian Branch Council Members | 82 |
| 9. Union Training | 83 |
| 10. Cultural and Ceremonial Leave | 83 |
| 11. Youth Employment Scheme – Memorandum of Understanding | 83 |

MV Staff Partnership Agreement 2007 – 2009

PART A. OUR PARTNERSHIP

A1. ABOUT THIS AGREEMENT

A1.1 Title

This Agreement shall be known as the Museum Victoria Staff Partnership Agreement 2007 – 2009.

A1.2 Foreword

The purpose of this Agreement is to describe the partnership which exists between Museum Victoria, staff and the Community and Public Sector Union (the CPSU) that enables the terms and conditions of employment, described in the Agreement, to be provided.

A2. OUR VISION

Museum Victoria will reach out to an increasingly diverse audience through its collections and knowledge using innovative programs that engage and fascinate. We will contribute to our communities' understanding of the world and ensure that our inheritance is augmented and passed to future generations.

A3. OUR VALUES

We will not compromise on the following values in the attainment of our Vision:

Social Responsibility

We value and are committed to fairness and equity in all we do. We actively encourage access and participation and embrace the principles of sustainability, social justice and reconciliation.

Professional Integrity

We value credibility and accuracy in all our interactions, activities and programs. Through this we gain the respect and trust of others.

Stewardship

We value the collections as central to our objective of understanding our natural and cultural history. As custodians, we aim to provide a positive legacy for future generations.

Engagement in Lifelong Learning

We value engagement with diverse audiences and communities in meaningful and relevant ways that contribute to lifelong learning. Central to achieving this, we aim to challenge, excite and involve our visitors.

Innovation

We value ideas and promote open-minded enquiry. We are open to change and encourage bold and creative approaches in our programs and organisational processes.

A4. OUR STRATEGIC DIRECTIONS

These are Museum Victoria's Strategic Directions:

A4.1 Enhance Access, Visibility and Community Engagement

Position Museum Victoria so that:

- The public are aware of what we have to offer
- We attract and engage diverse audiences
- More people come through our doors, use our websites and seek our knowledge and expertise
- We reach those that cannot easily come to us

MV Staff Partnership Agreement 2007 – 2009

- We continue to meet the needs of the Victorian education sector.

A4.2 Create and Deliver Great Experiences

Ensure that Museum Victoria provides great experiences for the public through the:

- Creation of exhibitions that are engaging, surprising and authoritative
- Provision of websites that offer high quality content and are easy to navigate
- Use of innovative display methods to convey the wealth of our collections and knowledge
- Attraction of high quality touring exhibitions and the creation of our own for display elsewhere
- Provision of a range of activities including tours, field trips, performances, presentations, lectures and publications that appeal to a broad audience.

A4.3 Pursue the Active Development of Strategic Partnerships

Develop and maintain mutually beneficial collaborations that will:

- Increase community involvement and support
- Enhance the expertise of our staff and extend the range of our knowledge
- Raise our profile both nationally and internationally
- Enable us to do things that we could not do on our own
- Maximise our ability to contribute to the cultural, scientific and economic life of Victoria
- Bring in funds and supplement existing resources
- Further our relationships with Indigenous communities.

A4.4 Develop and Maximise the Value of Our Heritage Collections

Strategically manage and strengthen Victoria's collections and associated research using the following means:

- Continue to develop and strengthen the collections amassed over 150 years
- Provide appropriate storage conditions to ensure the long-term survival of the collections
- Provide enhanced public access through a purpose built storage facility
- Enhance our knowledge base through research, publication and collection data-base development
- Expand the information available on the internet
- Work with like organisations throughout Victoria to help raise standards of collection care.

A4.5 Manage Our Resources

Ensure that our resources are managed effectively and efficiently to meet stakeholder expectations through the ongoing development of:

- A motivated, dynamic, creative and skilled workforce
- An organisation structure and infrastructure that assists our staff in achieving our objectives
- Improved information management and communication systems
- Facilities that are well maintained and fit for purpose
- Sound financial and risk management practices.

A5. OUR ORGANISATION

Museum Victoria has adopted a networked approach as the model for organisation development. Networked organisations rely on staff working together across department and divisional boundaries to share knowledge and achieve the Strategic Directions. This style of organisation supports learning and collaboration through open communication between work groups and enables individuals and teams to perform effectively. The flexibility of a networked organisation ensures that Museum Victoria is able to operate effectively in a changing environment.

MV Staff Partnership Agreement 2007 – 2009

We will continue to implement a range of initiatives to work effectively in a networked organisation.

Our organisation principles are:

- focus on achievement of our Strategic Directions;
- ensure dedication to the visitor is paramount;
- build Museum Victoria's profile through its family of brands;
- continuously improve key business processes, including policies and procedures;
- ensure work is team-based and collaborative across Departments;
- we accept that everyone has a responsibility to provide others with relevant information and to seek out the information necessary to perform their roles;
- maintain emphasis on effective planning;
- common functions are centralised;
- the roles and expectations of managers are clearly defined and they are provided with appropriate training and development;
- staff are supported to do their work with enhanced skills through the provision of training and development;
- the organisation structure encourages rapid responses and decision making close to the action; and
- decision making is based on accurate information and ready access to existing knowledge.

During the life of the Agreement, Museum Victoria will review its progress towards a fully networked organisation and report the findings to the Board, staff and the Union.

Surveys such as the Employee Opinion Survey and the WorkMatters survey provide information about what staff think about the organisation and how successful we are in implementing initiatives. The results of these surveys will be communicated to the Board, staff and the Union.

A6. OUR PEOPLE

Museum Victoria relies on the collaborative efforts of staff to achieve its success. The actions of all staff are guided by Our Vision and Our Values, the Code of Conduct for Victorian Public Sector Employees and Museum Victoria's Implementation Guidelines, as well as its Policies and Procedures. Staff must always act in accordance with the Code of Conduct, Guidelines, Policies and Procedures.

Museum Victoria understands its obligation to make staff aware of the requirements of the Code of Conduct and Policies and Procedures. These documents will be made available and readily accessible to staff at the start of their employment, are explained through the Orientation Program and are readily accessible through Musenet.

A6.1 Our Commitment to the Way We Do Things

As partners in the future of Museum Victoria, we strive to:

- use the resources provided efficiently and minimise waste wherever possible so as to be environmentally responsible;
- interact courteously and professionally with colleagues and members of the public;
- respect cultural diversity;
- work safely and promote safe work behaviour;
- act ethically and maintain our personal and professional integrity;
- respect our colleagues and help each other at all times;
- work collaboratively with colleagues across all Divisions and Departments;
- reject the use of aggressive behaviour, intimidation or any other form of harassment in the workplace;

MV Staff Partnership Agreement 2007 – 2009

- make informed decisions;
- take responsibility for decisions and accept accountability for outcomes;
- provide regular feedback in a fair, open and timely manner;
- practise open, two-way communication;
- consistently apply the principles of fairness and equity;
- improve the way we do things.

A6.2 Our Commitment to Leadership

We are committed to achieving excellence in the management of people. Staff in management roles have a specific accountability for adopting a leadership style that fosters a co-operative and collegiate approach, within their workgroup, Department and with other Departments. We believe that staff performing management tasks have added responsibility for their actions and that they will:

- communicate the Museum Victoria Vision and ensure work is directed towards achievement of the Strategic Directions;
- effectively plan the workloads of staff;
- support staff so that they are able to perform in their roles;
- show confidence in the ability of staff to perform their duties;
- be highly visible, actively listen and respond to all staff;
- work safely, understand their duty of care to staff and promote safe work behaviour;
- consistently apply the principles of fairness and equity;
- encourage staff to broaden their understanding of the organisation;
- provide opportunities for staff to continuously improve their professional skills; and
- assist staff to achieve an effective work-life balance.

A6.3 Our Commitment to Reconciliation

For over a century, Museum Victoria has been an important repository of the cultural heritage of Australia's Indigenous peoples. During recent decades, the Museum has recognised that this heritage is held in trust on behalf of Indigenous peoples who regard the resource as forming part of their identity and living culture. Increasingly, Museum Victoria has engaged with Indigenous communities in conversations about the significance of their culture, not only for Indigenous Australians, but also for all Australians.

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

Museum Victoria:

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

Museum Victoria is strongly committed to achieving equitable employment and career development outcomes for Indigenous individuals. In striving to achieve this, we will continue to implement the Indigenous Employment and Career Development Strategy 2005-2008.

MV Staff Partnership Agreement 2007 – 2009

The Strategy aims to:

- Change employees' outlook on the significance of cultural diversity in the workplace;
- Increase understanding of systemic disadvantage that has resulted from dispossession of Indigenous land and culture;
- Increase representation of Indigenous staff throughout the organisation; and
- Ensure that Indigenous issues are prominent in all relevant work activities and processes within Museum Victoria

As part of this Agreement, we are committed to the employment of Indigenous people so that their representation in our workforce is at least equivalent to the representation of Indigenous people in the community. Our commitment is to maintain that at least 2.5% of Museum Victoria staff will be people of Aboriginal or Torres Strait Islander descent.

A7. Improvement Initiatives

In developing this Agreement, we have considered the views of staff which were obtained through an Employee Opinion Survey conducted in 2006. We have also reviewed reports from Customer Surveys, as well as issues raised by Management. From our analysis of this information we have identified a number of matters that we need to collaborate on to be successful during the life of this Agreement. They are:

Commitment to quality service delivery and to improving our understanding of the different ways in which staff work with customers. Museum Victoria acknowledges the critical role which quality customer service plays in ensuring the success of our organisation.

The Director Museum Operations is responsible for providing leadership across Museum Victoria in the ongoing improvement of both external and internal customer service. The Manager Customer Service will lead a cross-Divisional team to develop initiatives which will maintain and improve quality service delivery to external and internal customers.

Commitment to staff training and development. Museum Victoria has reaped the benefit of its significant investment in staff training and development, as have individual staff. Through the Employee Opinion Survey, we know that staff are increasingly satisfied with the opportunities provided for professional growth and we know that training has resulted in positive change – the assessment of organisation leaders has shown significant improvement.

The Executive Management Team is responsible for continuing the investment in training and the Manager Human Resources is accountable for ensuring that the Corporate Staff Training and Development Program continues to meet organisation needs and results in positive assessment by staff.

Improving internal communications. Effective communication within Museum Victoria is a critical component of the networked approach. Initiatives as diverse as Musenet, access to General Staff Meeting videos, Employee Self Service (ESS) and training in presentation skills have helped to improve communication, however there is always more that can be done.

The Director Museum Operations is responsible for providing leadership throughout Museum Victoria in improving internal communications. The Manager Human Resources is accountable for assembling a cross-Divisional team to develop and implement further initiatives which will improve internal communication.

MV Staff Partnership Agreement 2007 – 2009

Commitment to improving our environmental performance, including avoiding waste to aid financial sustainability. Museum Victoria is committed to minimising the environmental impacts associated with its operations. As a leader in scientific research and education, Museum Victoria aims to engage and educate visitors about ways in which they can contribute to environmental sustainability. In doing so, it is essential that Museum Victoria maximises public confidence through leading by example.

The Director Corporate Services is responsible for providing leadership throughout Museum Victoria in improving environmental performance. The Manager Facilities Management and Development is accountable for assembling appropriate cross-Divisional project teams to develop and implement initiatives which will improve environmental performance at all Museum Victoria venues.

Improving staff wellbeing. Staff have assessed Museum Victoria as an employer of choice. Museum Victoria must continue to respond to the genuine needs of staff in order to retain this assessment.

The Executive Management Team is responsible for providing leadership throughout Museum Victoria on staff matters. The Manager Human Resources will continue to identify issues affecting staff wellbeing and provide appropriate responses. In particular, these will include working with staff to develop coping skills.

Improving internal processes. Staff have identified the need to clarify and better communicate internal processes and to train managers to more effectively manage these processes.

These processes which are separate and distinct are the Performance Development and Progression (PDP) process; performance improvement, the discipline process.

Staff also identified the grievance process as one that requires greater skill to manage effectively and which should be better understood by staff.

The Executive Management Team is responsible for providing leadership throughout Museum Victoria in relation to these particular internal processes. The Manager Human Resources is accountable for improving the skills of managers and the understanding which staff have in relation to these processes.

Improvements to Part B. Some improvement initiatives relate to matters covered in Part B of this Agreement. The relevant clause provides further details.

- Regular review of roles and classifications. See **Clause B20.2** (*Role and Classification Review*).
- Rostering arrangements to take account of work/life balance issues. See **Clause B23** (*Rostered Employees*).
- Improve discipline and grievance processes. See **Clause B46** (*Employee Grievance and Dispute Resolution Process*) and **Clause B47** (*Discipline*).

A7.1 Reporting on Improvement Initiatives

The relevant Department Heads will be accountable for providing regular reports to the Staff Consultative Committee on each of the improvement initiatives.

Results from the biennial Employee Opinion Survey and WorkMatters Survey, will identify the impact of the improvement initiatives.

MV Staff Partnership Agreement 2007 – 2009

A8. DEFINITIONS

| | |
|---------------------|--|
| We | means the Museums Board of Victoria and the Community and Public Sector Union |
| the Board | means the Museums Board of Victoria |
| the Employer | means the Museums Board of Victoria |
| Immediate Family | means the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse |
| Manager/ Management | means any person who has been issued with a Staff Management Delegation by the Museums Board of Victoria |
| MV | is an abbreviation for Museum Victoria |
| Union | means the Community and Public Sector Union |
| CPSU | is an abbreviation for the Community and Public Sector Union |

A9. STAKEHOLDERS TO THIS AGREEMENT

The key stakeholders in this Agreement are the Museums Board of Victoria, Management, Staff, and the Community and Public Sector Union (the CPSU).

A10. APPLICATION OF AGREEMENT AND PARTIES BOUND

This Agreement is made under s328 of the *Workplace Relations Act 1996* between the Museums Board of Victoria and the Community and Public Sector Union (the CPSU).

This Agreement applies to and is binding on:

- Museum Victoria in respect of all Non-Executive Employees;
- all Non-Executive Employees; and
- the CPSU.

In accordance with the *Workplace Relations Act 1996* (s582), where a new Employer becomes the successor, transmittee or assignee of the whole or a part of the business of the Employer, the new Employer is bound by this Agreement to the extent that it relates to the whole or part of the business.

A11. DURATION OF AGREEMENT

This Agreement will come into effect on the date of lodgement with the Workplace Authority and will continue in operation until 1 March 2009.

This Agreement operates to the exclusion of the Victorian Public Service Award 2005, including protected award conditions as defined in the *Workplace Relations Act 1996* (s354), or preserved award terms as defined in the *Workplace Relations Act 1996* (s527).

We agree to review the operation of this Agreement no later than three months prior to its expiration.

MV Staff Partnership Agreement 2007 – 2009

A12. SIGNATORIES

Signed for and on behalf of
The Museums Board of Victoria

Signature and Date

Dr J Patrick Greene, Chief Executive Officer

Name and Position

Address

Witness

Signed for and on behalf of
The Community and Public Sector Union
SPSF Group Victorian Branch

Signature and Date

Name and Position

Address

Witness

PART B. TERMS AND CONDITIONS OF EMPLOYMENT

Except where otherwise specified within this Agreement, the terms and conditions outlined in Part B will apply to Non-Executive staff employed by the Museums Board of Victoria while this Agreement remains in force.

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

B1. ANTI-DISCRIMINATION

The Parties to this Agreement agree to take all practicable measures to achieve the principal object in section 3(m) of the *Workplace Relations Act 1996* 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.

Accordingly, in fulfilling their obligations under the Dispute Settlement Provisions, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this Clause is to be taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation;
- an Employee, the Employer or the Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- the exemptions in the *Workplace Relations Act 1996*.

B2. CONSULTATION PROCESS

While recognising that the Board has the ultimate responsibility to make decisions relating to the direction and operations of Museum Victoria, we accept that the best outcomes will be delivered for Museum Victoria, its Employees and the Union, if a culture of genuine consultation is encouraged, particularly in relation to issues of major change which will, or may, directly affect Employees. Major change may include (but is not limited to) relocation, technological change, restructure or redevelopment.

To facilitate this, the Employer will continue the established formal consultative processes to provide a regular forum for Management, Employees and the Employees' nominated representative, which may be a CPSU representative, to meet and discuss issues of major change.

Where the Employer has made a decision to restructure the workplace, introduce new technology, or make significant changes to existing work practices of Employees, the following steps will be followed:

1. The Employer will advise the affected Employees and the Employees' nominated representative, which may be a CPSU representative, of the proposed change, as soon as practicable after the proposal has been made, of the likely effects on the Employees' working conditions and responsibilities and the rationale and intended benefits of any change.
2. The Employer will develop a process and timeframe for consultation with affected Employees and the Employees' nominated representative, which may be a CPSU representative, and give prompt consideration to matters raised by the Employees

MV Staff Partnership Agreement 2007 – 2009

or the Employees' nominated representative, which may be a CPSU representative.

3. The Employees' nominated representative, which may be a CPSU representative, may submit alternate proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner (usually 10 days, unless otherwise agreed), so as not to lead to an unreasonable delay in the introduction of any contemplated change.
4. If such a proposal is made by the Employees' representative, but not accepted by the Employer, the Employer will explain to the Employees' nominated representative, which may be a CPSU representative, why the proposal was not accepted. (usually within 10 days)
5. Any dispute concerning the operation of this Clause shall be dealt with in accordance with **Clause B46** (*Employee Grievance and Dispute Resolution Process*).
6. Where major change is introduced, the Employer will, where appropriate, provide training for the Employees to assist in the successful introduction of the change.

All parties will be consulted before any changes are made to the structure of the consultative process.

B3. WORKLOAD

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

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

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

Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by the Employer to address the staff concerns.

Museum Victoria is committed to good Occupational Health & Safety practice and provides mandatory training for both Managers and Employees. Work, including extended hours, will be assigned in accordance with the requirements of **Clause B4** (*Ordinary Hours*), **Clause B6.1** (*Reasonable Hours of Work*) and **Clause B7** (*Rest Breaks / Meal Breaks*).

An annual review of additional hours worked shall be undertaken by Museum Victoria and a report provided to the Union.

B4. ORDINARY HOURS

We recognise the need for hours of work to be flexible to take into account operational requirements and family circumstances. The standard hours of work shall be 76 hours over

MV Staff Partnership Agreement 2007 – 2009

any fourteen-day cycle. Unless otherwise agreed, Employees will not work more than five consecutive days out of any seven.

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

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

Where staff are 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 B6** (*Overtime*).

The Employer shall not use the Ordinary Hours provision to avoid the payment of weekend and public holiday penalties to ongoing and fixed term Employees who are required to work in accordance with a work pattern which regularly is applied across the seven days of the week. Such Employees must be regarded as Rostered Employees and treated in accordance with **Clause B23** (*Rostered Employees*).

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

B4.1 Span of Hours

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 ordinary span of hours can be expanded, subject to genuine agreement by affected employees.

B5. FLEXI-TIME

Flexi-time is a work arrangement to assist Employees to maintain a balance between work and family life, and the business needs of Museum Victoria. Agreement to the working of flexi-time will not be unreasonably withheld. Flexi-time is available to Employees up to and including Grade 5.

Additional hours may be worked on the basis of Flexi-time at the instigation of the Employee and with the support of the Employer. Accrued Flexi-time, reduced daily hours of work, or extended meal breaks may be taken subject to operational requirements and prior Employer approval. Flexi-time should not be worked on a regular basis. An Employee's total contracted hours over a fortnight will be made up of the hours actually worked and the flexi-time accumulated.

Flexi-time allows Employees to vary their commencement, meal break and finishing times, within the relevant span of hours (see **Clause B4.1** *Span of Hours*), on a day to day basis.

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.

Accrued paid leave, other than Sick Leave or Long Service Leave, will be debited if Flexi-time hours are in debit of 7.6 hours or more at the end of each fortnightly period.

MV Staff Partnership Agreement 2007 – 2009

B6. OVERTIME (REMUNERATION FOR ADDITIONAL HOURS WORKED)

Overtime means the hours worked, at the express direction of the Employer, which are in addition to an Employee's ordinary hours of work, established in accordance with **Clause B4 (Ordinary Hours)**.

B6.1 Reasonable Hours of Work

Subject to the following, an Employer may require an Employee to work reasonable overtime at overtime rates.

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:

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

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

B6.2 Eligibility for Overtime

Employees employed at Grade 5 and above who are directed to work additional hours, subject to **Clause B6.1 (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.

Part-time Employees 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.

Where a Casual Employee is required to work in excess of 8 hours in any one day (excluding meal breaks) payment will be at the appropriate overtime rate on the casual hourly rate. See **Clause B6.3 (Payment for Overtime)**.

B6.3 Payment for Overtime

B6.3.1 Payment

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 B6.3.3 (Time in Lieu)** for further details.

Monday to Saturday, Except Public Holidays

| | |
|------------------|--|
| First 3 hours | 50% additional of the ordinary hourly rate for each hour worked ie. time and a half. |
| Hours thereafter | 100% additional of the ordinary hourly rate for each hour worked ie. double time. |

Sunday except Public Holidays

| | |
|------------------|---|
| All hours worked | 100% additional of the ordinary hourly rate for each hour worked ie. double time. |
|------------------|---|

Public Holidays

| | |
|-----------------|---|
| Monday – 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 |
|-----------------|---|

MV Staff Partnership Agreement 2007 – 2009

hour worked ie. 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 ie. 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 ie. double time and a half.

Some Employees working overtime may be eligible for the payment of a Meal Allowance. Details appear in **Clause B24.4** (*Meal Allowance*).

B6.3.2 Overtime Payment – Calculation Formulae

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

Time and a half rate

Hourly salary rate x 3/2

Double time rate

Hourly salary rate x 2

Hourly salary rate will be determined as follows:

(Annual Salary/26.0893)/76

B6.3.3 Time in Lieu

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

Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:

- in the case of overtime worked Monday to Friday – on an hour for hour basis; and
- in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.

Time in Lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take Time in Lieu at a time of the Employee's choosing.

Time in Lieu may accumulate to a maximum of 38 hours. Any Employee who has accumulated 38 hours of Time in Lieu must be paid overtime for any additional overtime hours required.

By agreement, the Employee may convert 38 hours of accrued Time in Lieu to one additional week of paid leave to be taken at a time mutually agreed. In this case, Time in Lieu may continue to accrue.

The Employee may be directed to take unused Time in Lieu and Time in Lieu converted to paid leave, after a period of three months. In exceptional circumstances, the Employer may pay out unused Time in Lieu.

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.

B7. REST BREAKS / MEAL BREAKS

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

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 B46** (*Employee Grievance and Dispute Resolution Process*) of this Agreement.

B8. ON CALL ARRANGEMENTS

During the life of this Agreement, Museum Victoria will formalise On Call Arrangements.

- Positions which have an On Call, or Standby, requirement will be identified;
- On Call, or Standby, requirements will be defined;
- The Parties will hold discussions regarding appropriate compensation, with the intention of this being agreed as part of the next Staff Partnership Agreement.

Pending agreement on formal On Call or Standby arrangements, the Parties will consider any concerns raised by Employees in accordance with the grievance process in this Agreement, **Clause B46** (*Employee Grievance and Dispute Resolution Process*).

B9. CHILDCARE

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

B10. HOME BASED WORK

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

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

B11. EMPLOYMENT

B11.1 Recruitment and Selection

Except as otherwise stated in **Clause B25** (*Temporary Assignments*), we remain committed to the continual improvement of processes and the application of merit, equity, transparency and openness in all recruitment and selection processes.

Selection will be determined by assessment against selection criteria documented in approved role statements. Selection criteria must relate directly to the position duties. All selection decisions must be documented. Members of selection panels must participate in regular training about selection processes. Qualifications and experience must be appropriate to the position and stated in the key selection criteria.

B11.2 Basis of Employment

Employees may be employed on:

- an ongoing basis;
- a fixed term basis; or
- a casual basis.

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.

Fixed term employment is employment where the work to be performed is of a finite nature as described in **Clause B11.3** (Fixed Term Employment – When It May Be Used).

Casual employment is employment where the employee is employed on an hourly basis, without set hours of work and their employment may be terminated with the giving of one hours notice.

B11.3 Fixed Term Employment - When It May Be Used

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:

- replacement of staff proceeding on approved leave;
- meet fluctuating client and staffing needs and unexpected increased workloads;
- undertake a specified task, which is funded for a specified period;
- fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment; or
- temporarily fill a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available.

Fixed Term appointments shall be for a maximum of three years, other than in circumstances resulting from **Clause B38** (*Parental Leave*) and when the position relates to the receipt of a research grant, or other external funding,

Where a Fixed Term position that does not meet these criteria is identified, it will be referred to the Employer. If as a result of discussions the status of the position cannot be resolved, then the matter shall be dealt with under **Clause B46** (*Employee Grievance and Dispute Resolution Process*) of this Agreement.

B11.3.1 Fixed Term Employment - Confirmation of Contract Expiry

Where a Fixed Term Employee is employed on a contract of greater than 6 months duration, the Employer will provide confirmation, in writing, at least 4 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.

Payment of salary to an affected Employee will not cease until 4 weeks after this confirmation has occurred. (ie. If Museum Victoria fails to 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).

B11.4 Part-Time Employment

Part-time employment may be worked only by agreement between the Employee and the Employer, where that agreement specifies:

- the days in each fortnight the Employee will work;
- the start and finish times of the days which the Employee will work;
- the number of hours the Employee will work on each day he or she works. Such agreed hours shall be considered the Employee's ordinary hours; and

MV Staff Partnership Agreement 2007 – 2009

- agreed processes for the variation of hours of work.

Part-time employment is for not less than 3 consecutive hours in any day worked except:

- where the Employee works from home in accordance with **Clause B10** (*Home Based Work*); or
- in exceptional circumstances with the agreement of the Employee.

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.

The Employer may approve requests for part time work (including 9 day fortnights and job sharing), with the option for returning to full time work after an agreed period.

B11.5 Casual Employment - When It May Be Used

The use of Casual labour shall not be for the purpose of undermining the job security of full-time ongoing Employees, or as a means of avoiding obligations under this Agreement. Casual employees are employed on an hourly basis, without set hours of work and their employment may be terminated with the giving of one hours notice.

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.

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.

Casual employment will be for not less than 3 consecutive hours in any day worked except:

- where the Employee works from home by Agreement with the Employer; or
- in exceptional circumstances.

The following Clauses of this Agreement do not apply to staff employed on a casual basis:

- **Clause B21.2** (*Progression Within a Value Range*);
- **Clause B23** (*Rostered Employees*);
- **Clause B24.3** (*Callout Allowance*);
- **Clause B26** (*Accident Compensation*).
- **Clause B32** (*Recreation Leave*);
- **Clause B33.1** (*Sick Leave*);
- **Clause B34** (*Compassionate Leave*);
- **Clause B41** (*Cultural and Ceremonial Leave*);
- **Clause B42** (*Study Leave*);
- **Clause B43** (*Leave for Community Contributions*); and
- **Clause B45** (*Public Holidays*);

B11.6 Job Information

At the commencement, the 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 B11.3** (*Fixed Term Employment – When it May Be Used*).

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

MV Staff Partnership Agreement 2007 – 2009

B11.7 Probationary Period - New Employee

The Employer may appoint a new Employee on a probationary basis. The period of probation shall be a reasonable period having regard to the nature of the position and generally shall be no more than 3 months.

If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to their conduct or performance and shall provide a written record of such counselling. The probationary period may be extended by a period of not more than 3 months to allow the Employee to address performance issues

An Employee's employment may be terminated prior to the conclusion of the Probationary Period without notice or payment in lieu of notice in accordance with the *Workplace Relations Act 1996* and in particular, if the Employee has committed any act of serious misconduct, as defined in the *Workplace Relations Regulations 2006*.

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

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.

B12. IRREGULAR PART-TIME EMPLOYEES

Irregular Part-time Employees are engaged on the basis that they will be offered a minimum number of hours each fortnight. 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. Unless varied by local Agreement, the Employer will make the minimum number of hours available to the Employee each fortnight.

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

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

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

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 B6 (Overtime)**.

B13. REVIEW OF CONTRACT POSITIONS

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.

B14. TRAINEESHIPS

Trainees/Apprentices will be engaged in accordance with the terms of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme, provided that the rates of pay applying to Trainees/Apprentices shall be no less than the rates specified in the Australian Fair Pay and Conditions Standard.

B15. OTHER EMPLOYMENT

Employees shall not undertake other employment, or work in any consultancy, without full written disclosure to Museum Victoria, prior to engaging in other employment or any consultancy. Where the Employer establishes that a conflict of interest would arise, or be perceived to arise, the Employee must not commence, or must immediately cease, the employment or consultancy. Subject to this, part-time Employees must ensure that any other employment does not conflict with the business of Museum Victoria.

Any breach of Museum Victoria Policy on Outside Employment may result in disciplinary action, up to and including dismissal.

B16. TEMPORARY TRANSFER BETWEEN WORK LOCATIONS

B16.1 Usual Place of Work

Museum Victoria recognises the difficulties in operating a multi-venue organisation, especially the effect this can have on staff.

Prior to commencement, the Employer shall determine a usual place of work for the Employee. However, in order to attend meetings, training or to successfully carry out the Employee's daily duties, Employees may be required to attend any of Museum Victoria's venues.

Where the Employer wishes to reassign work to the Employee that will require a change to the work location, a minimum of two week's notice must be given, or a lesser period if agreed between the Employer and the Employee. If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

B16.2 Excess Travelling Time

An Employee who is temporarily required to undertake duties at a location other than the Museum venues will have any period of additional travelling time regarded as time worked.

B17. REDEPLOYMENT

The following redeployment provisions will apply to ongoing Employees identified as surplus to the requirements of Museum Victoria.

A skill and training needs assessment will be undertaken and attempts may be made to redeploy the Employee into a position at comparable salary within Museum Victoria where this appears a realistic proposition. Any such redeployment period will typically continue for an initial period of up to three months, although this can be reduced following consultation with the Employee.

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

After three months, redeployment arrangements will be reviewed. If Management remains confident that a successful placement within Museum Victoria can be achieved the

MV Staff Partnership Agreement 2007 – 2009

redeployment period may be extended, subject to a review, at a maximum of three monthly intervals.

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

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

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

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

B18. TERMINATION OF EMPLOYMENT

B18.1 Termination by Employer

The provisions of Division 4 of the *Workplace Relations Act 1996* apply.

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

- on the ground of redundancy; or
- if the Employee refuses a transfer to other duties; or
- 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
- if the Employee is guilty of serious misconduct; or
- if the Employer is satisfied that the Employee is inefficient or incompetent in the discharge of their duties; or
- if the Employer is satisfied that the Employee has abandoned his or her employment; or
- if the Employer is satisfied that the Employee has, in connection with his or her application for employment, given false or misleading information; or
- for any other reason consistent with the terms and conditions of their employment.

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

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

MV Staff Partnership Agreement 2007 – 2009

The period of notice in this Clause, will not apply in the case of dismissal for conduct that justifies instant dismissal.

B18.2 Employee Resignation

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

- For Employees in Grades 1 - 4, a minimum of two weeks notice; and
- For Employees in Grades 5 and above, a minimum of four weeks notice.

B18.3 Abandonment of Employment

If an Employee is absent for more than 20 working days:

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

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

B18.4 Statement of Employment

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

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

B18.5 Rights not Limited

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

B19. SALARY INCREASES

Employees employed by Museum Victoria as at, or after the date of lodgment, will receive the following salary increases:

| Date of Effect | Percentage Increase |
|-----------------------|--|
| 1 October 2007 | 1.5% applied to the pre-1 September 2007 rates; to be paid on lodgement of the Agreement |
| 1 October 2008 | 3% |

Effective on each occasion, the top and base of each salary grade described in **Clause B20** (*Classification and Salary*) are to be increased by the percentage increases specified.

B20. CLASSIFICATION AND SALARY

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

Grades are divided into Value Ranges. The salary range for each Grade and the size and number of Value Ranges are detailed in the table below.

MV Staff Partnership Agreement 2007 – 2009

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 **Clauses C7** (*Grade Descriptors*) and **C8** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*)

These rates are inclusive of the initial increase.

| | | | |
|--------------------------------|----------|--------------------------------------|----------------------------------|
| Grade 1 \$31,325 - \$35,961 | 1.1 | Value Range 1 \$31,325 - \$35,961 | \$31,325 |
| | | | \$31,789 |
| | | | \$32,484 |
| | | | \$33,179 |
| | | | \$33,876 |
| | | | \$34,571 |
| | | | \$35,266 |
| | | | \$35,961 |
| Grade 2 \$37,121 - \$47,670 | 2.1 | Value Range 1 \$37,121 - \$42,396 | \$37,121 |
| | | | \$37,874 |
| | | | \$38,628 |
| | | | \$39,382 |
| | | | \$40,135 |
| | | | \$40,889 |
| | | | \$41,643 |
| | \$42,396 | | |
| | 2.2 | Value Range 2 \$43,149 - \$47,670 | \$43,149 |
| | | | \$43,903 |
| | | | \$44,657 |
| | | | \$45,410 |
| | | | \$46,163 |
| | | | \$46,918 |
| \$47,670 | | | |
| Grade 3 \$48,714 - \$59,148 | 3.1 | Value Range 1 \$48,714 - \$53,931 | \$48,714 |
| | | | \$49,757 |
| | | | \$50,801 |
| | | | \$51,844 |
| | | | \$52,887 |
| | 3.2 | Value Range 2 \$54,974 - \$59,148 | \$53,931 |
| | | | \$54,974 |
| | | | \$56,018 |
| | | | \$57,061 |
| | | | \$58,104 |
| Grade 4 \$60,307 - \$68,424 | 4.1 | Value Range 1 \$60,307 - \$68,424 | \$59,148 |
| | | | \$60,307 |
| | | | \$61,660 |
| | | | \$63,012 |
| | | | \$64,365 |
| | | | \$65,718 |
| Grade 5 \$69,584 - \$84,190 | 5.1 | \$69,584 - \$76,886 | \$2,087 Progression Amount |
| | 5.2 | \$76,887 - \$84,190 | |
| Grade 6 | 6.1 | \$85,350 - \$99,782 | \$2,634 Progression Amount |

MV Staff Partnership Agreement 2007 – 2009

| | | | |
|--|-----|-----------------------|----------------------------------|
| \$85,350 - \$114,216 | 6.2 | \$99,783 - \$114,216 | |
| Senior Technical Specialist \$115,928 - \$157,661 | 7.1 | \$115,928 - \$129,839 | \$4,325 Progression Amount |
| | 7.2 | \$129,841 - \$143,750 | |
| | 7.3 | \$143,751 - \$157,661 | |

B20.1 Classification and Salary on Appointment

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 **Clauses C7** (*Grade Descriptors*) and **C8** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*).

B20.2 Role and Classification Review

Museum Victoria acknowledges that in many instances the type and variety of work required to be performed in Museum Victoria may change over time and that the capability of staff may develop. Consequently, it is a natural part of the workplace that roles should be reviewed from time to time to ensure that there is a clear understanding of the work that is required to be performed and when there is a substantive change to the work, that the classification is reviewed to ensure the work is accurately classified and the Employee performing the work is paid correctly.

The Employer will determine a process which provides for the regular review of roles and classifications within Museum Victoria. Where an Employee believes that there has been an error in the classification process, they may raise their concern through the grievance process of this Agreement, **Clause B46** (*Employee Grievance and Dispute Resolution Process*). In such a case, the Internal Process, **Clause B46.5** (*Internal Process*) will be used with the involvement of an independent expert. The Parties will agree on a list of independent classification experts who may be selected by the Employer to perform a review.

B21. PERFORMANCE DEVELOPMENT AND PROGRESSION

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

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 6 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.

B21.1 Performance Development Cycle and Review

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

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

MV Staff Partnership Agreement 2007 – 2009

using a combination of the performance standards appropriate for the applicable Grade and Value Range as outlined in **Clause B21.4** (*Performance Standards*).

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.

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

B21.2 Progression Within a Value Range

Within each Value Range of Grades 1 to 4 there are progression steps (expressed as salary points) as detailed in the table at **Clause B20** (*Classification and Salary*). Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in the table at **Clause B20** (*Classification and Salary*). The progression amounts are expressed in terms of dollars and are common to all Employees within a given Grade/Value Range.

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

Employees who remain in an 'Over-Grade' situation as a result of translation to the VPS Salary Structure will be able to access progression for the Grade determined for their position and will receive any progression payment as an ex gratia payment.

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".

B21.3 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 the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors at **Clauses C7** (*Grade Descriptors*) and **C8** (*VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors*).

B21.4 Performance standards

The performance standards detailed below must be weighted and combined, appropriate to the role, to make up an individual's "progression criteria". Where "skills acquired" is a performance standard, management should facilitate the individual's ability to undertake appropriate learning and development. No disadvantage will accrue to Employees where learning and development opportunities are not available.

Performance standards for Grades 1 to 2:

- skills acquired through learning and development, skills applied;
- professionalism;
- effectively carry out the requirements of the role; and
- recognised experience and efficiency acquired through the job.

Performance standards for Grade 3:

- learning and development, skills applied;
- professionalism;
- display responsibility in the role; and

MV Staff Partnership Agreement 2007 – 2009

- recognised experience and efficiency acquired through the job.

Performance standards for Grades 4 to Senior Technical Specialist:

- learning and development;
- achieving the performance targets; and
- leadership and/or management professionalism. (Leadership will reflect high professional standards for operational or technical staff who do not exercise discrete management functions.)

We acknowledge 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 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.

Central to the progression will be the need for managers and staff to identify what should, and can, be delivered to warrant progression through a combination of capacity, productivity, performance and professionalism. This interaction between managers and staff gives authority and integrity to the structure and its sustainability in the long term.

B22. CASUAL EMPLOYEES – LOADING

Employees employed on a casual basis will receive a loading of 25%, in addition to the rates provided for in **Clause B21** (*Classification and Salary*), as compensation in lieu of any entitlement to the following benefits:

- **Clause B32** (*Recreation Leave*);
- **Clause B33.1** (*Sick Leave*);
- **Clause B34** (*Compassionate Leave*);
- **Clause B41** (*Cultural and Ceremonial Leave*);
- **Clause B43** (*Leave for Community Contributions*); and
- **Clause B45** (*Public Holidays*).

B22.1 Declaration Concerning the Casual Loading

For as long as a Casual Employee is covered by this Agreement, the casual loading that is payable to a Casual Employee will not be less than the default casual loading provided by the *Workplace Relations Act 1996* (Division 2 of Part 7).

B23. ROSTERED EMPLOYEES

A Rostered Employee means an Employee who is required to work according to a roster which continuously covers the seven-days per week operating requirements of Museum Victoria.

Casual Employees are not considered to be regularly rostered Employees and are not entitled to penalty payments for regularly rostered Employees.

Full-time Employees required to participate in a roster will be required to work an average of 76 hours over any 14 day cycle. Part-time employees will work the appropriate pro-rata

MV Staff Partnership Agreement 2007 – 2009

number of hours. The Employer will determine details of rosters after consultation with Employees.

When establishing rosters, the Employer will endeavour to take into account the work/life balance issues of the Rostered Employees.

Where agreed in writing between the Employer and Employees and their representatives, these arrangements may be varied at the local workplace level. Where the Employer proposes to change the character of the roster (such as an alteration to the number of days worked in any roster cycle), reasonable notice will be provided prior to implementation of the roster, to allow any objection to be raised which goes to the character of the roster.

Rostered Employees are entitled to a minimum 30 minute unpaid lunch break for shifts greater than five hours.

B23.1 Penalty Payments for Regularly Rostered Employees

Employees required to participate in continuous seven-day rosters, up to and including the Grade 4 classification level, are entitled to the following allowances:

B23.1.1 Weekend Work

Full-time and part-time rostered staff, up to and including the Grade 4 classification, 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 ie. time and a half.

Full-time and part-time rostered staff, up to and including the Grade 4 classification, 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 ie. double time.

B23.1.2 Payment for Public Holidays

Employees who are rostered to work on a Public Holiday will be paid 150% additional of the ordinary hourly rate for each hour worked ie. 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 .

Where 5 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 the second option.

Where it is agreed to substitute another day for a public holiday prescribed in **Clause B45 (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 B45 (Public Holidays)**.

B23.2 Additional Leave for Rostered Employees

Rostered Employees, other than Irregular Part-Time Employees, up to and including Grade 4 classification, will be entitled to Additional Leave as follows:

- where their rostered time of ordinary duty includes at least ten Sundays during the calendar accrual year, an additional week's Leave; or
- 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 so rostered.

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

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

MV Staff Partnership Agreement 2007 – 2009

B24. ALLOWANCES

B24.1 First Aid Allowance

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

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

| EFFECTIVE DATE | AMOUNT (p.a.) |
|-----------------------------------|----------------------|
| On commencement of this Agreement | \$449 |
| 1 October 2008 | \$462 |

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

B24.2 Footwear Allowance

All Employees of the Customer Service Department who are required to wear one of Museum Victoria's Customer Service Officer uniforms will be paid an annual allowance as described below. For each fortnight, or part thereof, an amount equal to 1/26th of the allowance will be paid

| EFFECTIVE DATE | AMOUNT (p.a.) |
|-----------------------------------|----------------------|
| On commencement of this Agreement | \$114 |
| 1 October 2008 | \$117 |

B24.3 Callout Allowance

Callout Allowances are applicable to Employees in positions at Grade 4 and below.

Where an Employee is recalled to perform overtime because of an emergency, or other unforeseen circumstances, payment is made for a minimum of 3 hours work at the appropriate overtime rate as set out in **Clause B6 (Overtime)**.

There is no entitlement to travelling allowances or overtime for the time an Employee spends travelling to and from their normal place of employment when recalled to work overtime.

Where an Employee, as part of the ongoing responsibilities of a position, may be required to be available to provide advice or assistance on the telephone, they shall be paid an allowance of \$10.00 per hour, or part thereof, when actually called upon to provide advice or assistance. In these circumstances they will also be provided with a mobile telephone.

B24.4 Meal Allowance

An Employee who is required to work a period of overtime which:

- is immediately before or immediately after a scheduled period of ordinary duty and
- is more than two hours; or does not immediately follow or immediately precede a scheduled period of ordinary duty;

and which either:

- includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or
- where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours;

must be paid the meal payment set out below.

MV Staff Partnership Agreement 2007 – 2009

The meal payment payable to an Employee required to work overtime is established in accordance with these categories and the rates of payment set out below.

The categories of meal payments are:

- In the case where the duration of the overtime includes the period between 6.00pm and 7.00pm:
 - Category A - where an Employee takes a meal break of one hour at any time prior to completing the overtime; or
 - Category B - where an Employee either takes a meal break of less than one hour but not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.
- In all other cases, Category C will be paid where the Employee either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

The rates of payment for an Employee required to work overtime and entitled to a meal payment are:

| | Effective Date | |
|------------|--------------------------------------|------------|
| | On Commencement of this Agreement | 1 Oct 2008 |
| Category A | \$20.24 | \$20.85 |
| Category B | \$13.90 | \$14.32 |
| Category C | \$15.19 | \$15.65 |

B24.5 Projectionist Allowance

In accordance with Cinema Industry practice, IMAX projectionist required to work beyond 5 hours without a meal break will be paid an Allowance at the rate of 100% additional of the ordinary hourly rate for 30 minutes.

B25. TEMPORARY ASSIGNMENT

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

B25.1 When Does Higher Duties Allowance Apply?

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 5 consecutive working days. A "higher classified position" is a position classified at a higher Grade or Value Range.

Payment will be made as follows:

- 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;
- 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;
- 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.

MV Staff Partnership Agreement 2007 – 2009

Where an appointment to a temporary assignment is to be made for other than the purpose of staff development, then in accordance with the Public Administration Act 2004, a process must be used which follows the standard for merit in employment.

B25.2 Level of Allowance

The level of allowance shall be in proportion to the extent of the higher duties performed (ie. 25%, 50%, 75% or 100%).

B25.3 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.

B25.4 Progression Payments

Where an Employee has undertaken a temporary assignment for a period of twelve months, the Employee shall be eligible for progression payment (subject to successful assessment against the Performance Standards) for continued performance of the temporary assignment activities beyond 12 months.

B26. ACCIDENT COMPENSATION

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

B26.1 Payment – Maximum Entitlement

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

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

B26.2 Rehabilitation

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

B27. PAYMENT OF SALARIES

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

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.

MV Staff Partnership Agreement 2007 – 2009

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

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

In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where Agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment at the rate of one tenth of fortnightly salary before deductions.

B28. SALARY PACKAGING

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

An Employee may enter into a salary packaging arrangement with their Employer using pre-tax salary in respect of notebook computers, or a Personal Digital Assistant (PDA).

Museum Victoria will simplify the administration of payments in relation to salary packaging arrangements. Subject to Museum Victoria establishing suitable administrative arrangements, Employees may also use salary packaging for:

- Membership fees and subscriptions to professional associations;
- Home office expenses;
- Financial counselling fees;
- Disability/income protection insurance premiums; and
- Self education expenses.

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

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

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.

B29. SUPERANNUATION

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

The Employer will contribute, or will be deemed to contribute, to the Employee's fund an amount in accordance with the Commonwealth *Superannuation Guarantee Administration Act 1992*.

B29.1 Superannuation Salary Sacrifice

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.

In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation. This benefit will only be available following a declaration from the Minister for Finance under the relevant Victorian superannuation legislation.

B30. SUPPORTED WAGE SYSTEM

We are committed to the employment of people with a disability. Where an Employee cannot work at full Award wages because of a disability, their employment shall be governed by the appropriate Government standards; currently the "Supported Wage System: Guidelines and Assessment Process." Further details appear in **Clause C1** (*Supported Wage System*).

B31. REIMBURSEMENT OF EXPENSES

The Employer will reimburse the Employee their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties. 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.

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

B31.1 Private Motor Vehicle Use

Museum Victoria encourages Employees to the use Museum Victoria vehicles and Public Transport, including taxis, for travel for work purposes.

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

B32. RECREATION LEAVE

B32.1 Recreation Leave Entitlement

An Employee accrues paid Recreation Leave at the rate of four weeks (152 hours for Employees whose ordinary hours of duty average 76 hours per fortnight) for each twelve months of employment.

Where an Employee works less than a full calendar year, Recreation Leave will accrue at the rate of

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

MV Staff Partnership Agreement 2007 – 2009

Employees are only eligible to take Recreation Leave which has actually been accrued.

B32.2 Single Day Absences

To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the Employer, to take annual leave in single days not exceeding ten days in any calendar year on a time or times agreed between them.

B32.3 Recreation Leave Loading

All Employees are eligible for Recreation Leave Loading. Recreation Leave loading shall be calculated at the rate of 17.5%, to a maximum payment of the amount calculated in respect of a salary of the top of Grade 4. Payment will be made retrospectively every January.

B32.4 Requirement to Take Recreation Leave

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

B32.5 Payment of Recreation Leave on Termination of Employment

An Employee who, upon retirement, resignation or termination of employment, has an outstanding recreation leave entitlement will be paid an amount equal to the unused Recreation Leave entitlement and any unpaid leave loading. Any leave loading payable pursuant to this Clause shall be calculated at the rate of 17.5% and shall be subject to the caps specified in **Clause B32.3** (*Recreation Leave Loading*).

B33. PERSONAL LEAVE

B33.1 Sick Leave

A full time Employee is entitled to fifteen days (114 hours) paid sick leave for each year of service, with the entitlement being cumulative. Part-time Employees are entitled to sick leave on a pro rata basis. Leave is credited on the completion of each calendar month. An Employee on a contract of less than one full year will be credited sick leave on a pro rata basis.

B33.1.1 Provision of Medical Certificate or Statutory Declaration

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

If the period of sick leave is for a continuous period exceeding 22.8 hours, the Employee shall provide, where practicable, a medical certificate from a registered practitioner. If the period of sick leave is for 22.8 hours or less, the Employee may be required by the Employer to provide a medical certificate from a registered practitioner. This is pro-rated for part-time Employees.

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

The Employee must provide any medical certificate or statutory declaration as soon as reasonably practicable. Failure to do so may render the Employee ineligible for sick leave with pay.

MV Staff Partnership Agreement 2007 – 2009

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

B33.1.2 Notification of Absence

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

B33.1.3 Infectious Disease/Dangerous Medical Conditions

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

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

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

B33.1.4 Military Service Sick Leave

Museum Victoria will provide an Employee with additional Sick Leave where the Employee's illness is directly attributable to, or is aggravated by, service recognised under *the Veterans' Affairs Act 1986* as varied from time to time. Further details appear at **Clause C3 (Military Service Sick Leave)**.

B33.2 CARER'S LEAVE

An Employee who has responsibilities to a member of their immediate family - see **Clause A8 (Definitions)** - or household will be entitled to use their Sick Leave accrual to provide such person with care and support.

The amount of paid Carer's Leave which an Employee may take must not exceed 76 hours in any 12 month period. Carer's Leave with pay will be deducted from an Employee's sick leave credits. Part-time Employees are entitled to carers leave on a pro rata basis.

If, in any 12 month period, an Employee has exhausted their Sick Leave credits, the Employee may use up to a maximum of 22.8 hours of their Compassionate Leave entitlement for the purpose of Carer's Leave, provided that a medical certificate from a registered practitioner or a statutory declaration is provided and the total Carer's Leave does not exceed 76 hours.

If, in any 12 month period, an Employee has exhausted their Sick Leave credits, the Employee may be provided with up to 2 days' unpaid carer's leave on each occasion.

B33.2.1 Provision of Medical Certificate or Statutory Declaration

The Employer may require the Employee to provide a medical certificate from a registered practitioner or statutory declaration stating that the person concerned requires the Employee's care and support.

If the period of carer's leave is for a continuous period exceeding 22.8 hours, the Employee shall provide a medical certificate from a registered practitioner. If the period of carer's leave

MV Staff Partnership Agreement 2007 – 2009

is for 22.8 hours or less, the Employee may be required by the Employer to provide a medical certificate from a registered practitioner. This is pro-rated for part-time Employees.

The Employee must provide any medical certificate or statutory declaration as soon as reasonably practicable. Failure to do so may render the Employee ineligible for sick leave with pay.

B33.2.2 Carer's Leave for Casual Employees

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

The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 2 days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

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

B34. COMPASSIONATE LEAVE

An Employee may be granted 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 member - see **Clause A8** (*Definitions*).

B34.1 Additional Compassionate Leave

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

In addition to the other provisions of this Clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of at least three days in relation to the death of an extended family member.

B34.2 Compassionate Leave for Casual Employees

Casual Employees are entitled to not be available to attend work, or to leave work, upon the death in Australia of an immediate family or household member

The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 2 days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

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

B35. LONG SERVICE LEAVE

An Employee with ten years of continuous service in the Victorian Public Service is entitled to 13 weeks paid Long Service Leave. An Employee is entitled to a further 6.5 weeks for each

MV Staff Partnership Agreement 2007 – 2009

additional 5 years of continuous service. Part-time Employees are entitled to Long Service Leave on a pro-rata basis.

An Employee may access this entitlement, on a pro-rata basis, after the completion of 7 years of continuous service.

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

B35.1 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.

B35.2 Eligible Period of Service

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 in the Victorian Public Service if:

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

where "eligible period of service" in relation to an Employee means the period of continuous service between four years and seven years.

B35.3 Period of Leave

The Employer may allow an Employee who is entitled to Long Service Leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

B35.4 Time of Taking Leave

The Employer may determine the time for granting Long Service Leave so that the Employer's operations will not be unduly affected by the granting of Long Service Leave to numbers of Employees at or about the same time.

B35.5 Payment for Leave

The pay to which an Employee is entitled for the period during which Long Service Leave is granted shall:

- 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
- if the leave is granted at half pay - be computed at half the rate the Employee would have received had the leave been granted with full pay.

In computing the pay of an Employee for, or in lieu of, Long Service Leave, that pay includes:

- if the Employee is receiving salary maintenance, that salary maintenance; and
- any Higher Duties Allowance where the Allowance has continued for a period of at least 12 months before the commencement of the leave; and
- any annual allowance payable to the Employee which the Employer determines should be included, but does not include any payment of overtime or penalty rates; or any allowance in the nature of reimbursement of expenditure.

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

MV Staff Partnership Agreement 2007 – 2009

Service Leave (or payment for Long Service Leave) from an Employer other than Museum Victoria or for which the Employee has received Long Service Leave (or a payment in respect of Long Service Leave) from any other Employer.

B36. RECOGNITION OF PRIOR SERVICE

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

- any service with a State or Commonwealth Government Department; or
- any service with an authority of a State or Commonwealth Government Department; or
- any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or
- any service with a local governing body that is established by or under a law of a State; or
- any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies.

Provided that such service is only recognised if the Department or agency described above recognises for Long Service Leave purposes service with the Victorian Public Service.

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

- which preceded a continuous gap in approved service of greater than 12 months other than an absence of 3 years or less in the nature of retirement occasioned by disability; or an absence of 2 years or less which in the opinion of the Employer was caused by special circumstances; or
- during any absence from duty on Maternity, Paternity or Adoption Leave without pay; or
- during any other absence on Leave Without Pay; or
- during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 1985* or any corresponding previous enactment, other than the first 12 months of that period; or
- which preceded the resignation of the Employee from the public service or the termination of the Employee's employment in the public service if on that resignation or termination the Employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to their entitlements under any Act or Agreement.

B37. LEAVE WITHOUT PAY

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

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.

B38. PARENTAL LEAVE

Parental Leave means paid and unpaid Maternity, Paternity/Partner and Adoption Leave and shall be provided in accordance with Part 7, Division 6 of the *Workplace Relations Act 1996*, subject to the following provisions of this Clause.

MV Staff Partnership Agreement 2007 – 2009

For the purpose of this clause “child” means a child of the Employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 5 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

B38.1 Maternity Leave

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

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

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

An Eligible Casual Employee, **Clause B38.9** (*Eligible Casual Employee*), is entitled to a period of 52 weeks unpaid Maternity Leave.

B38.1.1 Maternity Leave Notification Requirements

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

- of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) – at least 10 weeks;
- of the date on which the Employee proposes to commence Maternity Leave and the period of leave to be taken – at least 4 weeks.

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

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.

Subject to the above, and unless agreed otherwise between the Employer and Employee, an Employee may commence Parental Leave at any time within 6 weeks immediately prior to the expected date of birth.

Where the Employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the Employee elects to return to work within 6 weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

MV Staff Partnership Agreement 2007 – 2009

B38.1.2 Sick Leave and Special Maternity Leave

Where the pregnancy of an Employee not then on Maternity Leave terminates, other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid Sick Leave entitlements in accordance with the relevant Personal Leave provisions;
- Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid Special Maternity Leave not exceeding the Employee's entitlement to paid Maternity Leave, and thereafter, to unpaid Special Maternity Leave.

Where an Employee not then on Maternity Leave is suffering from an illness, whether related or not to pregnancy, the Employee may take any paid Sick Leave to which she is entitled and/or unpaid Sick Leave in accordance with the relevant Personal Leave provisions.

B38.1.3 Transfer to a Safe Job

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 at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.

If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid leave, or the Employer may require the Employee to take paid leave immediately, for a period which ends at the earliest of either:

- 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
- when the Employee's pregnancy results in the birth of a living child, or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the Employee has.

B38.1.4 Public Holidays During Maternity Leave

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

B38.2 Paternity/Partner Leave

An Employee, other than a casual Employee, who has at least 12 months continuous service will be entitled to 1 weeks Paternity Leave with pay where they are not the primary carer, or 6 weeks paid and up to 98 weeks unpaid Paternity Leave where they are the primary carer in connection with the birth of a child for whom they have accepted responsibility, to be taken either before and/or after the birth. An Employee will also be entitled to 1 weeks paid Paternity/Partner Leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

Paternity Leave must be utilised within 12 months of the birth of the child. The paid portion of Paternity Leave may be taken on half pay (ie 2 weeks half pay).

The Employee shall confirm their intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of

MV Staff Partnership Agreement 2007 – 2009

Paternity/Partner Leave. If agreed by the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, the Employer will not unreasonably withhold Agreement.

It is agreed that the three year limitation on the use of fixed term employment does not apply in these cases.

An Eligible Casual Employee, **Clause B38.9** (*Eligible Casual Employee*), is entitled to a period of 52 weeks unpaid Paternity Leave.

B38.2.1 Paternity/Partner Leave Notification Requirements

An Employee will provide to the Employer at least 10 weeks prior to each proposed period of Paternity Leave:

- a certificate from a registered medical practitioner that names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- written notification of the dates on which he proposes to start and finish the period of Paternity Leave; and
- except in relation to leave taken simultaneously with the child's mother, a statutory declaration stating:
 - he will take that period of Paternity Leave to become the primary care-giver of a child;
 - particulars of any period of Maternity Leave sought or taken by his spouse; and
 - that for the period of Paternity Leave he will not engage in any conduct inconsistent with his contract of employment.

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

B38.2.2 Public Holidays During Paternity Leave

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

B38.3 Adoption Leave

If an Employee, other than a casual Employee, is adopting a child and has at least 12 months continuous service, they will be entitled to 14 weeks paid Adoption Leave, in connection with the adoption of the child if they are the primary care giver, or 1 weeks paid Adoption Leave if they are the secondary care giver. Adoption Leave can be taken either before and/or after the adoption.

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

An Employee, other than a casual Employee, who has at least 12 months continuous service, will be entitled to 1 weeks Adoption Leave with pay and 2 weeks Adoption Leave without pay where they are the secondary carer of an adoptive child for whom they have

MV Staff Partnership Agreement 2007 – 2009

responsibility. The leave to be taken either immediately before and/or after the placement of the child occurs.

An Eligible Casual Employee, **Clause B38.9** (*Eligible Casual Employee*), is entitled to a period of 52 weeks unpaid Adoption Leave.

B38.3.1 Adoption Leave Notification Requirements

The Employee shall be required to provide the Employer with written notice of their intention to apply for Adoption Leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

The Employee will notify the Employer at least 10 weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. The Employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the Employee, the Adoption of a child takes place earlier.

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:

- Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
- Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

Before commencing Adoption Leave, the Employee will provide the Employer with a statutory declaration stating:

- except in relation to leave taken simultaneously with the child's other adoptive parent, that the Employee is seeking Adoption Leave to become the primary care-giver of the child;
- particulars of any period of Adoption Leave sought or taken by the Employee's spouse; and
- that for the period of Adoption Leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.

The Employer may require the Employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of the child for adoption with the Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding 4 weeks from receipt of notification for the Employee's return to work.

An Employee will not be in breach of this Clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An Employee seeking to adopt a child is 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 the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to 2 days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

MV Staff Partnership Agreement 2007 – 2009

B38.3.2 Public Holidays During Adoption Leave

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

B38.4 Right to Request

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

- to extend the period of simultaneous unpaid parental Leave up to a maximum of 8 weeks; and
- to return from a period of Parental Leave on a part-time basis until the child reaches school age.

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

The Employee's request and the Employer's decision must be recorded in writing.

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

B38.5 Variation of Period of Parental Leave

An Employee may apply to vary their period of approved Parental Leave on one occasion. Any application to vary must be received by the Employer at least 4 weeks prior to the proposed commencement date of the variation.

B38.6 Permanent Care Leave

If an Employee, other than a casual Employee, is granted custody of a child under the age of five years made under the *Children and Young Person's Act 1989* by the Children's Court or the Family Court, and the Employee is the primary care giver for the child, the Employee will be entitled to 2 weeks paid leave at a time to be agreed.

B38.7 Pre-Natal Leave

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

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

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

MV Staff Partnership Agreement 2007 – 2009

B38.8 Half Pay Provision

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

B38.9 Eligible Casual Employee

The Workplace Relations Act 1996 defines an eligible casual employee as a casual Employee who has been engaged on a regular and systematic basis for a period, or sequence of periods, of at least 12 months and for whom, but for an expected birth or placement of a child, would have a reasonable expectation of continuing engagement by the Employer.

The Employer must not fail to re-engage a casual Employee because:

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

The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this Clause.

B38.10 Returning to Work after a Period of Parental Leave

The Employee will notify of their intention to return to work after a period of Parental Leave at least 4 weeks prior to the expiration of the leave.

The Employee will be entitled to the position held immediately before proceeding on Parental Leave. In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position held immediately before such transfer.

Where such position no longer exists but there are other positions available that the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the former position.

B38.11 Parental Leave Without Pay

Upon application by the Employee, Leave Without Pay may be granted to the primary care giver as an extension of Maternity, Adoption or Paternity/Partner Leave. The total amount of leave, inclusive of Maternity, Adoption or Paternity/Partner Leave cannot exceed seven years.

The Employee must make an application for the extension of the leave at least two months prior to the expiration of the approved leave period.

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

Upon return to work the Employer reserves the right to be able to reallocate the Employee to other duties.

B38.12 Communication during Parental Leave

Where an Employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- 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

MV Staff Partnership Agreement 2007 – 2009

- 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.

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

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

B39. PURCHASED LEAVE

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

The Employer will endeavour to accommodate Employee requests for arrangements under this Clause, and where such requests are granted, will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

Accrual of Sick Leave and Long Service Leave shall remain unchanged.

An Employee may request that one or more weeks of their Purchased Leave entitlement be converted to leave on half pay.

An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

B40. EXTENDED LEAVE SCHEME

At the election of the Employee and with the written Agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

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.

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.

If the Employer agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

B41. CULTURAL & CEREMONIAL LEAVE

The Employer may approve attendance during working hours, without loss of pay, by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community

MV Staff Partnership Agreement 2007 – 2009

meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued Recreation or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

The Employer shall approve up to one day's paid leave for attendance by an Employee of Aboriginal or Torres Strait Islander descent at one event connected with NAIDOC week.

Ceremonial Leave without pay may be granted at the discretion of the Employer to an Employee of Aboriginal or Torres Strait Islander descent for attendance at additional events connected with NAIDOC Week, or events connected with Reconciliation Week.

During the life of this Agreement, the Parties, in consultation with Employees of Aboriginal or Torres Strait Islander descent, will endeavour to reach agreement on the type of Aboriginal community meetings for which paid leave will be provided.

Ceremonial Leave without pay of at least 3 days may be granted at the discretion of the Employer to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this Clause).

Ceremonial Leave granted under this Clause is in addition to Compassionate Leave granted under **Clause B34** (*Compassionate Leave*).

B42. STUDY LEAVE

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

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

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

An Employee completing an accredited course through the submission of major project work may be entitled to 5 days leave for the purposes of finalising such project work.

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.

B43. LEAVE FOR COMMUNITY CONTRIBUTIONS

In recognition of its commitment to the community, Museum Victoria will provide Employees with paid or unpaid leave to support them in undertaking activities which are of clear benefit to the community. Examples are voluntary work with the Country Fire Authority, State Emergency Services, St John Ambulance, or Red Cross; jury service; participation in Defence Forces Reserve activities; donating blood to the Red Cross; participating in State,

MV Staff Partnership Agreement 2007 – 2009

National or International sporting events and participating as a member of a municipal council. Further details are at **Clause C4** (*Leave for Community Contributions*).

B44. LEAVE TO ATTEND ALCOHOL & OTHER DRUG REHABILITATION PROGRAM

Museum Victoria is committed to assisting Employees with a dependency on alcohol or other drugs to return to full fitness. Further details appear at **Clause C5** (*Leave to Attend Alcohol and Other Drugs Rehabilitation Program*).

B45. PUBLIC HOLIDAYS

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.

For details of the penalty payments which will be made to staff rostered to work on Public Holidays, see **Clause B23.1.2** (*Payment for Public Holidays*).

When Christmas Day or Boxing Day fall on either a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next weekday which is not already a public holiday.

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

B45.1 Additional Public Holidays

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

B45.2 Substitution of Public Holidays

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

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

B45.3 Rostered and Part-time Employees – Public Holidays

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

Full-time and part-time rostered staff who are absent on leave (recreation leave, sick leave, time in lieu) on a public holiday will observe the public holiday and no deduction from leave credits will be made.

For 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, had there been no public holiday.

MV Staff Partnership Agreement 2007 – 2009

Irregular part time Employees will be given a credit of leave for the public holidays that they were rostered off during a calendar year. The leave is pro rated and based on the Employee's hours of work.

B46. EMPLOYEE GRIEVANCE AND DISPUTE RESOLUTION PROCESS

B46.1 Resolution of Grievances and Disputes

Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this agreement, other than termination of employment, must be dealt with in accordance with this Clause.

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

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.

B46.2 Obligations

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.

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

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.

B46.3 Agreement and Dispute Settlement Facilitation

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

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

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

B46.4 Discussion of Grievance or Dispute

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

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

B46.5 Internal Process

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.

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

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.

If the matter is not settled, the Employer or the Union, if chosen as the Employee representative, may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

B46.6 Disputes of a Collective Character

The Parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the AIRC.

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

B46.7 Conciliation

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

This may include arranging:

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

Conciliation before the AIRC shall be regarded as completed when:

- the Parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
- the member of the AIRC 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
- the Parties to the dispute have informed the AIRC 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.

B46.8 Arbitration

If the dispute or grievance has not been settled when conciliation has been completed, either Party may request that the AIRC proceed to determine the dispute or grievance by arbitration.

MV Staff Partnership Agreement 2007 – 2009

Where a member of the AIRC 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.

Either of the Parties may seek leave to appeal to a Full Bench of the AIRC against a determination made by a single member of the AIRC, in accordance with this Clause. Subject to this, the determination of the AIRC is binding upon the Parties bound by this Agreement.

B46.9 General Powers and Procedures of the AIRC

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, the AIRC may:

- determine matters of procedure as if section 110 of the *Workplace Relations Act 1996* applied to the proceedings; and
- exercise the powers set out in section 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if section 111 applied to the proceedings; and
- in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

B46.10 Publication and Privacy Obligations During Disputes

In accordance with the provisions of section 712 of the *Workplace Relations Act 1996* and more particularly section 712(2)(b) the Parties to the dispute, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the AIRC at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

B47. DISCIPLINE

B47.1 Application

Subject to applicable Victorian or Federal legislation, any disciplinary action will be consistent with this Clause. The Employer is not obliged to comply with this Clause in respect of:

- Casual Employees;
- Employees who are subject to a probationary period of employment;
- Employees subject to disciplinary action arising from serious misconduct.

The *Workplace Relations Regulations 2006* defines serious misconduct as: wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment, conduct that causes serious and imminent risk to the health and safety of a person, or the reputation viability or profitability of the employer's business, theft, fraud, assault, intoxication at work or refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

B47.2 Procedural Fairness to Apply

For matters involving unsatisfactory work performance or behaviour, disciplinary action will be consistent with the principles of procedural fairness. Before commencing formal disciplinary processes, the Employer must:

- Tell the Employee the purpose of the meeting;
- Provide the Employee with a copy of the formal disciplinary process to be followed;
- Provide a reasonable opportunity for the Employee to seek advice from the Employee's nominated representative, which may be a CPSU representative, before the disciplinary procedure commences; and
- Allow the Employee the opportunity to provide details of any mitigating circumstances.

MV Staff Partnership Agreement 2007 – 2009

The Employer must invoke disciplinary action in accordance with the process below. The Employer may commence action at any stage of the process depending on the severity of the behaviour. The Employee is entitled to have a nominated representative, which may be a CPSU representative attend meetings with them.

B47.3 First Stage

The first stage is counselling the Employee. The Employer must:

- Advise the Employee of the unsatisfactory work performance or behaviour;
- Outline the standard required of the Employee;
- Provide the Employee with an opportunity to respond.

Once the Employee has had an opportunity to respond to the issues raised in the counselling session, they will be given a period of time to improve. The Employee will be advised of any consequences of not meeting the required standard.

B47.4 Second Stage

The second stage will occur if the Employee continues to engage in unsatisfactory work performance or behaviour, or does not demonstrate sufficient improvement. At this stage the Employee will be given a formal written warning. The warning must indicate:

- What is expected of the Employee.
- Where and how the Employee is not meeting this expectation
- The consequences of failure to improve.

The written warning will be placed on the Employee's personnel file.

B47.5 Third Stage

The third stage is the final warning. The Employee will be informed in writing that if there is a repetition or continuation of the offending work performance or behaviours, the Employee may be dismissed. The final warning will be placed on the Employee's personnel file.

B47.6 Fourth Stage

The fourth stage is termination of employment if there is a repetition or continuation of the offending work performance or behaviours following the issue of a final warning.

B48. WORKPLACE HEALTH, SAFETY AND REHABILITATION

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 OH&S issues. Further details of our commitment to Workplace Health and Safety are in **Clause C6** (*Workplace Health, Safety and Rehabilitation*).

B49. COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

If an Employee is required to attend a coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to appearance at, or representation before, the Coroner's Court.

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

MV Staff Partnership Agreement 2007 – 2009

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

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

B50. NO EXTRA CLAIMS

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 resort to industrial action.

PART C. GUIDELINES

C1. SUPPORTED WAGE SYSTEM

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

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

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.

Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

C1.1 Eligibility Criteria

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.

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

C1.2 Supported Wage Rates

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

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

Provided that the minimum amount payable shall be not less than \$64 per week.

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

MV Staff Partnership Agreement 2007 – 2009

C1.3 Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- The Employer and the Union, in consultation with the Employee or, if desired by any of these;
- The Employer and an accredited assessor from an agreed panel.

C1.4 Lodgement of Assessment Instrument

All assessment instruments under the conditions of this Clause, including the appropriate percentage of the Agreement salary to be paid to the Employee, shall be lodged by the Employer with the Registrar of the Australian Industrial Relations Commission.

All assessment instruments shall be agreed and signed by the Employer and the Union.

C1.5 Review of Assessment

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

C1.6 Other Terms and Conditions of Employment

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

C1.7 Workplace Adjustment

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

C1.8 Trial Period

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 twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined. The minimum amount payable to the Employee during the trial period shall be no less than \$64 per week. Work trials should include induction or training as appropriate to the job being trialled.

Where the Employer and Employee wish to establish a continuing employment relationship, following the completion of the trial period, a further contract of employment shall be entered into based on the assessment outcome.

C2. DECLARATION CONCERNING THE BASIC PERIODIC RATE OF PAY

For so long as an Employee is subject to this Agreement, the Employer will provide a basic periodic rate of pay that is at least equal to:

MV Staff Partnership Agreement 2007 – 2009

- i) if the Employee is within a work classification that, immediately before the commencement of *Commonwealth Powers (Industrial Relations) Act 1996* (s4(7)):
 - o was a declared work classification under the *Employee Relations Act 1992*; or
 - o had been declared by the Employee Relations Commission of Victoria to be an interim work classification - the basic periodic rate of pay attaching to that classification.
- ii) if the Employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies - the rate of pay specified in, or worked out in accordance with, a method specified in the *Workplace Relations Regulations 2006*.
- iii) if the Employee is not within such work classification and is not a junior employee, an employee with a disability, or an employee to whom a training arrangement applies - the standard Federal Minimum Wage.

C3. MILITARY SERVICE SICK LEAVE

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

Leave under this clause will be cumulative to a maximum of 760 hours. This leave is in addition to Sick Leave under **Clause B33.1** (*Sick Leave*).

For each period of special leave taken, the Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service from a registered medical practitioner. For the purpose of this clause the definition of "registered practitioner" will be the same as for **Clause B33.1** (*Sick Leave*).

C4. LEAVE FOR COMMUNITY CONTRIBUTIONS

C4.1 Defence Reserve Leave

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

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

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

C4.1.1 Preservation of prior entitlement

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

C4.2 Jury Service

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

MV Staff Partnership Agreement 2007 – 2009

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

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

C4.3 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.

C4.4 Leave to Engage in Emergency Relief Activities

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.

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

C4.5 Leave to Engage in Voluntary Community Activities

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:

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

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

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

C4.6 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.

C5. LEAVE TO ATTEND ALCOHOL & OTHER DRUG REHABILITATION PROGRAMS

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

- the Employee's work performance is adversely affected by the misuse of alcohol or other drugs;

MV Staff Partnership Agreement 2007 – 2009

- the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or other drugs misuse problems; and
- 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.

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

- An Employee who has completed 2 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 |

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.

C6. WORKPLACE HEALTH, SAFETY AND REHABILITATION

C6.1 Objectives

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:

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

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

C6.2 OH&S Consultation

Appropriate consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:

- in accordance with the Victorian OH&S Act 2004;
- established in consultation with Employees and their Health and Safety representatives; and
- consistent with the Employer's agreed issue resolution procedures and that includes the right and functions of Health and Safety representatives, consistent with the OH&S Act.

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.

C6.3 Designated Work Groups

The parties will review the Designated Work Groups and negotiate revised Designated Work Groups where appropriate through workplace CPSU/Museum Victoria consultative structures.

MV Staff Partnership Agreement 2007 – 2009

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.

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.

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

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.

Information from the updated register will be provided periodically (quarterly) in electronic format to CPSU. The information provided will be in accordance with the *Information Privacy Act 2000* (Vic). Where possible, this information will include:

- a description, including the location, of each Designated Work Group within each Agency;
- the name of each elected Health and Safety Representative, their workplace contact details and email address;
- the date the OH&S representative was elected;
- a description of the training the OH&S representative has attended and the date of attendance;
- the name and contact details of the nominated management representative responsible for each Designated Work Group;

details of the structure of OH&S committee, the meeting frequency and the name and contact details of the committee convener.

C6.4 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 Museum Victoria.

C6.5 Staff Support & Debriefing

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

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.

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.

C7. GRADE DESCRIPTORS

The Career Structure Review provides for 6 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
- Judgement 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

MV Staff Partnership Agreement 2007 – 2009

Grade 3

Work Environment:

- Exercises professional judgement 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

MV Staff Partnership Agreement 2007 – 2009

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

Grade 6

Work Environment:

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

Typical Functions:

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

C8. VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS

| | Grade 1 | Grade 2 | Grade 3 | Grade 4 | | |
|---|--|---|--|---|---|--|
| Decision Making Accountability and Framework | <p>1.1A Undertakes specific and defined tasks within established rules under close supervision, defined as: Clear and detailed instructions are provided; tasks are covered by standard procedures; Deviation from procedures or unfamiliar situations are referred to higher levels; and Work is regularly checked Influences own daily work priorities and schedules under direction of supervisor Accountable for accuracy and timeliness of outputs</p> | <p>2.1A Applies rules, processes and standards under general supervision Plans and prioritises own work program to achieve defined targets Changes own work program, which may impact on the operations of the work area</p> | <p>2.2A Selects from a range of accepted options established by rules, processes, and standards Makes decisions that may have significant impact on clients</p> | <p>3.1A Team leadership may be exercised where appropriate to the role Exercises professional judgement about the application of rules, or the selection of choices within guidelines Resolves local operational service delivery problems within guidelines Reviews decisions, assessments and recommendations from less experienced team members Determines the work organisation of the work area Analysis and advice contributes to decision making by others Manages budget and resources for the work area</p> | <p>3.2A Sets local precedents regarding the application of guidelines Provides guidance for others in the work area and/ or related areas</p> | <p>4.1A Develops guidelines within the work area Resolves operational service delivery problems consistent with program objectives Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation</p> |
| Innovation and Originality | <p>The focus is on maintaining existing systems and processes Identifies opportunities to improve own efficiency and suggests these to supervisor</p> | <p>Judgement is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area</p> | <p>Creatively deals with problems within the work area</p> | <p>Initiates improvements to procedures within the work area</p> | <p>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</p> | <p>Innovative thinking is an inherent feature of the job Defines the appropriate methodology in the analysis of policy or research options</p> |

MV Staff Partnership Agreement 2007 – 2009

| | Grade 1 | Grade 2 | Grade 3 | Grade 4 | | |
|----------------------|---|---|--|---|--|--|
| Communication | <p>1.1B Provides and receives routine information Communication is mainly focused on routine issues that may require an understanding of the operational context</p> | <p>2.1B Explains rules, procedures and operational policies to individual clients or colleagues Presents routine information to small groups and provides 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</p> | <p>2.2B Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups Uses persuasion skills in dealing with an individual client, colleague, service provider or the like</p> | <p>3.1B May lead a team through activities including individual and team performance management and development Explains concepts and policies to 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 experienced colleagues Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers</p> | <p>3.2B Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues Prepares complex operational reports requiring in-depth factual analysis</p> | <p>4.1B Conveys specialist concepts and policies to clients, staff and stakeholders Prepares reports, briefs and correspondence on complex issues that 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</p> |

MV Staff Partnership Agreement 2007 – 2009

| | Grade 1 | Grade 2 | Grade 3 | Grade 4 | | |
|----------------------------------|--|--|---|---|--|---|
| Knowledge and Proficiency | <p>1.1C</p> <p>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</p> <p>Requires understanding of general office work routines and procedures</p> <p>Acquire and apply proficiency in standard office equipment and computer applications</p> | <p>2.1C</p> <p>Understands and applies theoretical principles, under supervision, to achieve defined outcomes</p> <p>Develops knowledge of established techniques and organisational processes</p> <p>Proficient in use of software or technical equipment</p> <p>Knowledge of legislation, regulations, policies and processes relevant and specific to the role</p> | <p>2.2C</p> <p>Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations</p> <p>Local reference point in operational processes and procedures</p> | <p>3.1C</p> <p>Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations</p> <p>Authoritative in application of processes and policy relevant to the work unit</p> <p>Knowledge of relevant legislation, regulations, policies and processes</p> | <p>3.2C</p> <p>Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field</p> <p>Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives</p> | <p>4.1C</p> <p>Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving</p> <p>Applies sound theoretical and practical expertise in development of policy options</p> <p>Authoritative in application of processes</p> |
| Policy and Projects | <p>1.1D</p> <p>Provides administrative support to policy and projects, consistent with the support elements described in 1.1B</p> | <p>2.1D</p> <p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and prepares simple reports</p> | <p>2.2D</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>3.1D</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>3.2D</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>4.1D</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>Contributes expertise to a team working on complex projects</p> <p>Manages projects, usually under limited direction</p> <p>Prepares project scopes and briefs within broad</p> |

MV Staff Partnership Agreement 2007 – 2009

| | Grade 1 | Grade 2 | Grade 3 | Grade 4 | | |
|---|---|---|---|---|---|---|
| Administrative and Corporate Support | 1.1E | 2.1E | 2.2E | 3.1E | 3.2E | 4.1E |
| | Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork | Provides office support through activities such as using and maintaining standard office equipment and software Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases Performs telephone and counter duties consistent with 2.1F | Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations Provides support to contract administration Demonstrates problem solving in processing work Create and maintains local databases or reporting systems utilising standard software Analyse standard reports and data to identify exceptions | Leads a corporate support team Manages team performance through activities such as monitoring and reporting Develops and maintains corporate databases and completes analysis Monitors and administers straight forward, local contracts and service agreements within a well defined service delivery framework | Prepares and analyses reports from corporate databases to support decision making in the broader work area Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements | Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and recommendations 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, individual licence fees Performs routine service delivery | 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 | 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 | 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, service agreements Advocates issues | 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 | 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 |

MV Staff Partnership Agreement 2007 – 2009

functions for clients 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

development of knowledge specified at 2.1G, participates in routine investigations under direction and provides evidence if required Reconciles, banks monies and manages petty cash

or presenting cases in a range of review forums, tribunals and courts

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

strategies to represent the agency and/or clients involving complex and challenging problems

case management, which may include cross agency collaboration Undertakes complex or technical investigations and makes recommendations for action

| | | | | | | | |
|-----------------------------|---|--|---|--|---|--|---------|
| | Grade 1 | | Grade 2 | | Grade 3 | | Grade 4 |
| Technical/Specialist | <p>1.1G 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 function and level of qualification This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p> | <p>2.1G Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis Diagnoses and corrects faults and problems with technical equipment Contributes to scientific or technical project planning</p> | <p>2.2G Modifies routine scientific, technical or specialist procedures to a limited specification Exercises discretion in use of equipment and actions to achieve results within specifications</p> | <p>3.1G 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 Assembles non-standard technical systems or equipment to a specification Leads a small scientific, technical or specialist team</p> | <p>3.2G 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 Prepares complex reports requiring in-depth factual analysis</p> | <p>4.1G 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 Provides professional scientific, technical or specialist advice based on field of expertise Undertakes technical data analysis and modelling and prepares reports</p> | |
| | Decision Making Rules, Guidelines and Frameworks | <p style="text-align: center;">Grade 5</p> <p>5.1A 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</p> | <p style="text-align: center;">Grade 5</p> <p>5.2A Decisions may set precedents for peers Develops business plans to deliver on evolving organisational priorities</p> | <p style="text-align: center;">Grade 6</p> <p>6.1A Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities Participates in strategic planning and contributes to strategic</p> | <p style="text-align: center;">Grade 6</p> <p>6.2A 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</p> | | |

MV Staff Partnership Agreement 2007 – 2009

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| | <p>application of an organisational framework Advice and analysis influences policy development Contributes to strategic business planning Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p> | | <p>decision making process Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans</p> | <p>operational policies</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 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> |
| Communication | | Grade 5 | | Grade 6 |
| | <p>5.1B Initiates and maintains relationships with peer and senior internal and external stakeholders Focuses on understanding stakeholder issues Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice Prepares technical reports at an advanced professional level</p> | <p>5.2B Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels Manages consultation processes including engagement with key stakeholders. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice</p> | <p>6.1B Purpose of communication may be to resolve complex issues through a process of consultation and negotiation Prepares technical reports at an authoritative level Develops briefs on highly complex issues that provide options for decision within an organisation Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and</p> | <p>6.2B Is required to use formal and informal channels to influence organisation or program management to achieve goals Influences stakeholders holding competing priorities and views Briefs high level stakeholders in own area of expertise in a variety of forums Operates with loosely defined hierarchies of decision-making Negotiates to resolve differences to achieve agreement to project/program May be required to negotiate on the spot, often on the basis of limited information</p> |

MV Staff Partnership Agreement 2007 – 2009

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| | | Is influential in negotiations with external suppliers of major services | interpersonal skills are required Explains highly complex concepts, ideas and issues to an executive (ie non-expert) audience Represents own work area with external stakeholders, and effectively manages feedback Confidently represents the 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 & Projects | 5.1C 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 | 5.2C Advocates policy options Manages and leads complex projects | 6.1C 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 | 6.2C 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 government, senior levels of the organisation and key external stakeholders |
| Administrative and Corporate Support | 5.1D Manages a discrete function with limited budget or staff responsibilities Provides high level expertise dealing with more complex issues in a specialised corporate support function | Grade 5 5.2D Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function | 6.1D Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation | Grade 6 6.2D Provides leadership and guidance based on advanced expertise Manages a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance Leads strategic corporate initiatives |

MV Staff Partnership Agreement 2007 – 2009

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|-------------------------------------|--|---|--|---|
| Operational Service Delivery | 5.1E | 5.2E | 6.1E | 6.2E |
| | <p>Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility Determines service delivery resource allocation Provides specialist professional services or advice</p> | <p>Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues 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 Develops service delivery models within business plans and objectives Provides highly specialist services or expert advice on service delivery</p> | <p>Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects</p> |
| 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 Undertakes complex independent scientific, technical or specialist work and analysis 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 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 Routinely advises senior levels of the organisation on policy issues and solutions within a functional area 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 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 Provides leadership in the adaptation and application of concepts to operational matters within local work area Models high level leadership attributes</p> | <p>Modifies and applies concepts to new situations that may impact beyond the immediate work area 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 Applies complex concepts drawn from non-related fields to address policy issues High level expertise in the field or discipline</p> | <p>Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives High level expertise in the program area High level expertise in a field or discipline that is critical to the program or organisation</p> |

MV Staff Partnership Agreement 2007 – 2009

| | Senior Technical Specialist | | |
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| Senior Technical/Specialist | VR1 7.1A Leads highly specialised professional research, Provides professional leadership in a major program or field of research Manages a significant professional research institute or function with significant resource management responsibilities Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program Responsible for quality professional outcomes of work Understands the implications of the work and its impact on/contribution to Departmental or Government policy Provides professional leadership and development of staff in area of professional expertise Influences departmental policy direction and may develop or change policy as a result of specialised work or research. Responsible for the quality professional outcomes of major projects Departmental and State-wide reputation is associated with positions at this level | VR2 7.2A This value range is characterised by work consistent with that expressed in value range 1 with broader scope, complexity and impact Provides authoritative advice and leadership in area of expertise Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals | VR3 7.3A Regarded as having the highest level of expertise within the Agency and is recognised nationally, and internationally in narrower fields Expertise is of primary importance to the Department/Government Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects |
| Decision Making <i>Accountability and Frameworks</i> | 7.1B Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards Generates strategic directions and programs for the agency or the sector Develops strategic frameworks for research or industry development Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour Outcomes directly affect external | | |

MV Staff Partnership Agreement 2007 – 2009

perceptions of the Department by
Government and the
community
Influences the national and international
debate in the profession/ field of expertise

MV Staff Partnership Agreement 2007 – 2009

Index

| | | | |
|--|--------|--|---------|
| A | | G | |
| Abandonment of Employment | 30 | Grade Descriptors | 65 |
| Accident Compensation | 38 | Grievance & Dispute Resolution Process | 55 |
| Additional Hours | 21 | H | |
| Additional Leave for Rostered Employees | 35 | Higher Duties | 37 |
| Adoption Leave | 8 | Hours of Work – Ordinary | 20 |
| Alcohol Leave and Drug Rehabilitation Leave | 54, 63 | Hours of Work – Reasonable | 21 |
| Allowances | 36, 37 | I | |
| Anti-Discrimination | 19 | Improvement Initiatives | 15 |
| B | | Infectious Disease/Dangerous Medical Conditions | 42 |
| Blood Donations Leave | 63 | Irregular Part-Time Employees | 27 |
| Breaks | 23 | J | |
| Bullying and Violence at Work | 65 | Jury Service Leave | 62 |
| C | | L | |
| Callout Allowance | 36 | Leave Loading | 41 |
| Carer's Leave | 42 | Leave Without Pay | 45 |
| Casual Employees – Loading | 34 | Long Service Leave | 43 |
| Casual Employment | 26 | M | |
| Childcare | 24 | Maternity Leave | 45 |
| Classification and Salary | 30 | Meal Allowance | 36 |
| Community Contributions Leave | 53, 62 | Meal Breaks <i>see Breaks</i> | |
| Compassionate Leave | 43 | Medical Certificate or Statutory Declaration – Carer's Leave | 42 |
| Consultation Process | 19 | Medical Certificate or Statutory Declaration – Sick Leave | 41 |
| Cultural & Ceremonial Leave | 52 | Memorandum of Understanding | 80 |
| D | | Military Service Sick Leave | 42, 62 |
| Defence Reserve Leave | 62 | N | |
| Definitions | 16 | Notification of Absence | 41 |
| Descriptors <i>see Grade Descriptors</i> | | O | |
| Discipline | 57 | Other (Outside) Employment | 28 |
| Dispute Resolution Process <i>see Grievance & Dispute Resolution Process</i> | | Overtime | 21 |
| E | | P | |
| Emergency Relief Activities Leave | 63 | Parental Leave | 45 – 51 |
| Employment | 24 | Part-Time Employment | 25 |
| Expenses Reimbursement <i>see Reimbursement of Expenses</i> | | Paternity/Partner Leave | 47 |
| Extended Leave Scheme | 52 | Payment of Salaries | 38 |
| F | | Penalties for Rostered Employees | 35 |
| First Aid Allowance | 35 | Personal Leave | 41 |
| Fixed Term Employment | 25 | Place of Work | 28 |
| Flexi-Time | 21 | Pre-Natal Leave | 50 |
| Footwear Allowance | 36 | | |

MV Staff Partnership Agreement 2007 – 2009

| | |
|---|--------|
| Prior Service | 44 |
| Private Motor Vehicle Use | 40 |
| Probationary Period | 26 |
| Progression Payment | 32 |
| Progression Payments – Temporary Assignment | 38 |
| Projectionist Allowance | 37 |
| Public Holidays | 54 |
| Purchased Leave | 52 |
| R | |
| Recreation Leave | 40 |
| Recruitment and Selection | 24 |
| Redeployment | 28 |
| Reimbursement of Expenses | 40 |
| Resignation | 29 |
| Rest Breaks <i>see Breaks</i> | |
| Rostered Employees | 34 |
| S | |
| Salary Increases | 30 |
| Salary Packaging | 39 |
| Salary Sacrifice | 39 |
| Sick Leave | 41 |
| Sporting Events Participation Leave | 63 |
| Statement of Employment | 30 |
| Study Leave | 53 |
| Sunday Leave <i>see Additional Leave for Rostered Employees</i> | |
| Superannuation | 39 |
| Supported Wage System | 40, 59 |
| T | |
| Temporary Assignment | 37 |
| Termination of Employment | 29 |
| Time in Lieu | 23 |
| Traineeships | 27 |
| Transfer | 28 |
| V | |
| Voluntary Community Activities Leave | 63 |
| W | |
| Work value descriptors | 69 |
| Working from home | 24 |
| Workload | 20 |
| Workplace Health, Safety & Rehabilitation | 58, 64 |

Memorandum of Understanding

Museums Board of Victoria and the Community and Public Sector Union

This Memorandum of Understanding (MOU) is between:

- the Museums Board of Victoria and
 - the Community and Public Sector Union SPSF Victorian Branch
- referred to as the Parties.

1. Term

This MOU will come into effect on the date upon which the Museum Victoria Staff Partnership Agreement 2008 is lodged with the Workplace Authority and will operate until 1 March 2009.

The Parties may bring this MOU to an end by mutual agreement.

This MOU may be extended, subject to the mutual agreement of both Parties.

2. Disputes

Where there is a dispute between the Parties in relation to this MOU, the Parties will seek to resolve the issue by negotiation. Where agreement cannot be reached, the dispute shall be referred to an established internal dispute or grievance resolution process.

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

3. Museum Victoria Policy

Where any instrument which sets out the terms and conditions of Employees is incorporated into the Museum Victoria Staff Partnership Agreement 2007 – 2009:

copies of those instruments must be provided to the State Secretary of the Union as soon as practicable after the making of the Agreement, and in any event within 28 days of the making of the Agreement; and

no element of any such instrument which deals with terms and conditions of employment may be varied, replaced or cancelled other than following consultation with the Union and Employees affected by the proposed changes.

4. Classification and Salary on Appointment

In determining whether to recruit an Employee above the base salary point of the relevant Value Range, the Employer will have regard to the following matters:

an assessment of whether the existing remuneration of the individual would require paying above the base;

for Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and

the gender equity effects of appointments.

MV Staff Partnership Agreement 2007 – 2009

The starting salaries and gender equity effects of appointments above the base salary point of the relevant Value Range will be monitored by Museum Victoria and the Community and Public Sector Union.

5. Payment of Salaries

By Agreement with the Employer, the Employee may authorise deductions from salary for forwarding to credit cooperatives, the Public Service Transport Scheme and other agreed institutions.

6. Union Representatives

Museum Victoria is committed to maintaining a positive working relationship with the Community and Public Sector Union and welcomes the involvement of the Union in the ongoing development of good employee relations.

Museum Victoria acknowledges the right of the Community and Public Sector Union to represent its members and for Union members and local representatives to be protected from all forms of discrimination.

Elected Union Representatives 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 *Workplace Relations Act 1996*. Such release must not unduly affect the operation of the local work area.

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

Duly Accredited Representatives of the Union will be permitted access to the workplace for the purposes of holding discussions with any Employees who wish to participate in those discussions. After giving prior notice to the Employer, the Accredited Representative of the Union may enter the premises and shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

7. Union Meetings

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.

8. CPSU SPSF Victorian Branch Council Members

CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the 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.

Additional paid leave will be granted to CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:

MV Staff Partnership Agreement 2007 – 2009

- Federal Executive and Federal Council meetings of the CPSU; and
- the Australian Council of Trade Unions' triennial conference.

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

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

9. Union Training

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

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

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.

10. Cultural and Ceremonial Leave

Museum Victoria acknowledges the responsibility of staff of Aboriginal or Torres Strait Islander descent to attend ceremonies associated with the death of a member of their extended family.

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

In recognising this, Museum Victoria believes there is a mutual benefit in supporting staff of Aboriginal and Torres Strait Islander descent to attend ceremonies associated with the death of Elders of their community. Consequently staff of Aboriginal and Torres Strait Islander descent will be eligible to paid leave of up to one day on each occasion to attend a ceremony associated with the death of an Elder of their community, as a representative of Museum Victoria. Additional unpaid leave will be available in accordance with the Staff Partnership Agreement.

11. Youth Employment Scheme – Memorandum of Understanding between the Victorian Government and the Victorian Trades Hall Council

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

MV Staff Partnership Agreement 2007 – 2009

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

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

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

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

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

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

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

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

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

