



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Museums Board of Victoria**  
(AG2021/7662)

## MUSEUMS VICTORIA STAFF ENTERPRISE AGREEMENT 2020

State and Territory government administration

DEPUTY PRESIDENT COLMAN

MELBOURNE, 19 OCTOBER 2021

*Application for approval of the Museums Victoria Staff Enterprise Agreement 2020*

[1] The Museums Board of Victoria has made an application for approval of an enterprise agreement known as the *Museums Victoria Staff Enterprise Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings, a copy of which is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that they will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

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

[5] The Agreement was approved on 19 October 2021 and, in accordance with s 54, will operate from 26 October 2021. The nominal expiry date of the Agreement is 20 March 2024.



DEPUTY PRESIDENT

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## Annexure A

19/10/2021

Dear Deputy President Colman

**Museums Victoria Staff Enterprise Agreement 2020 (AG2021/7662)  
Written undertakings under section 190 of the Fair Work Act 2009**

Museums Victoria hereby undertakes the following in relation to the Museums Victoria Staff Enterprise Agreement 2020 (AG2021/7662):

1. National Employment Standards (NES) precedence clause

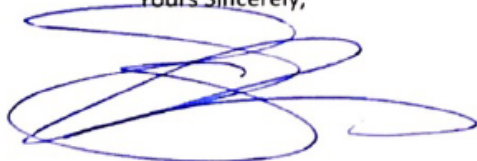
*The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this agreement, the NES will apply and the clause of the agreement will not apply, except to the extent that the clause of the agreement provides for a more beneficial outcome for employees than the NES.*

2. Better off Overall Test (BOOT)

*Museums Victoria undertakes that all employees who perform work that is classified at LO1 H and LO1 I (Legal Stream) [noted in the State Government Agencies Award 2020 (MH0000121)] who are classified under the agreement as VPS Officer Grade 2 Value Range 2.1 Increment Point 8 (2.1.8) are paid an hourly rate that is equivalent to 1.50% above the hourly rate referenced under classification LO1 H and LO1 I (Legal Stream) of the State Government Agencies Award 2020 (MH0000121)].*

Signed for and on behalf of Museums Victoria

Yours Sincerely,



**Sean Royal**  
Chief, People & Engagement Officer  
Museums Victoria

CC: Donna Shell - Industrial Officer CPSU  
CC: Terri Carr - Industrial Officer CPSU



**MUSEUMS  
VICTORIA**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

# **Museums Victoria Staff Enterprise Agreement 2020**

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## PART 1- INTRODUCTION

### Our Vision:

People enriched by wondrous discovery and trusted knowledge  
Society compelled to act for a thriving future

### Our Mission:

We create knowledge and experiences that help us make sense of the world  
We exchange stories about culture, history and science and fearlessly discuss the big questions of life  
We collect traces of time and place that allow us to connect the past, present and future  
We make captivating physical and virtual spaces that open minds and hearts

### Our Values:

- **Strive** – We are intrepid and enjoy a challenge
- **Embrace** – We are a place where everybody belongs
- **Explore** – We passionately search for bold new ideas and smarter ways of doing thing
- **Respect** – We walk in the shoes of those we meet
- **Illuminate** – We ensure our knowledge, actions and decisions are visible, and welcome investigation
- **Sustain** – We nourish and care for ourselves and the things we are responsible for

### First Peoples:

Museums Victoria respectfully recognise and acknowledge the Traditional Owners of the Country we are on. We pay our respects to all First Peoples of Victoria, Australia and Countries across the waters – Elders past, present and future.

We acknowledge the past injustices, wrongs and harm perpetrated by our organisation on First Peoples individuals and communities. We are committed to building ethical relationships that facilitate and support healing and self-determination.

**Placing First Peoples living cultures, knowledge and histories at the core of our organisation** is our vision; to elevate and value Indigenous knowledge systems within our organisation.

In placing First Peoples at the core of the Museums Victoria, we are aiming to move beyond tokenism and deeply transform our operations to not only include First Peoples staff, stories and experiences throughout the Museum but also to embed the values of First Peoples communities into the fabric of our organisation. It is an ambitious approach, but we are committed to innovation and developing new ways of working together through an interdisciplinary and collaborative approach across all areas of MV.

As an organisation, we have much to gain from reciprocal relationships with First Peoples. As a unified society, we are stronger and better placed to face the challenges of the future. Each action we take today will nourish and sustain our culture and society into the future. With this awareness, our organisation commits to truth-telling and self-reflection, to support the healing of our society and to create positive change for generations to come. First Peoples voices, cultures and histories need be brought to the fore to create a shared space where rich and complex narratives and knowledges are experienced in a safe space that celebrates our differences.

## **1. Title of Agreement**

- 1.1. This Agreement shall be known as the Museums Victoria Staff Enterprise Agreement 2020.

## **2. Application of Agreement and Parties Bound**

- 2.1. This Agreement is made under s172(2)(a) of the Fair Work Act 2009 (Cth) between the Museums Board of Victoria ("Museums Victoria") and its Non-Executive Employees ("the Employees").
- 2.2. This Agreement applies to and is binding on:
- a. Museums Victoria in respect of all Employees;
  - b. all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
  - c. the CPSU.

## **3. Duration of Agreement**

- 3.1. This Agreement will commence operation seven days after it is approved by the Fair Work Commission and will have a nominal expiry date of 20 March 2024.
- 3.2. Museums Victoria agrees to commence discussions with the Employees, the CPSU and their nominated representatives regarding a new enterprise agreement that a bargaining period has commenced no later than six months prior to the nominal expiry date of this Agreement.

## **4. No Extra Claims**

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

## **5. Agreement Aims**

- 5.1. The aims of the Agreement are to:
- a. Enhance and clarify conditions of employment for Museums Victoria employees;
  - b. Deliver improved salary outcomes for Museums Victoria employees over the life of the Agreement;
  - c. Contribute to improving Museums Victoria operational efficiency and the achievement Strategic Objectives;
  - d. Maintain and strengthen the strong working relationship between Museums Victoria, its employees and the CPSU.

## **6. Museums Victoria Initiatives**

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



- a. **Visitor engagement initiatives** that enhance the visitor experience, the visitor engagement focus of all staff and the continued professional development of visitor engagement staff.
- b. **Environmental sustainability initiatives** that reduce energy costs and improve environmental sustainability through the commitment of Museums Victoria and its staff to review and improve work processes and systems.
- c. **Innovation and operational efficiency initiatives** that improve Museums Victoria operations, visitor experience and Museum practice. These initiatives will be developed through a series of operational reviews and continuous improvement processes.
- d. **Improving the commercial operations** of Museums Victoria through initiatives developed as a result of delivering training, reviewing business operations and developing improved commercial business plans.
- e. **First Peoples employment and career development initiatives.** Museums Victoria will develop a First Peoples Employment and Career Development Strategy during the life of this Agreement in consultation with Museums Victoria staff, nominated staff representatives and key stakeholders.

## **7. Relationship with Other Awards**

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

## **8. Savings Provision**

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

## **9. Anti-Discrimination**

- 9.1. The Parties and the CPSU covered by this Agreement agree to take all practicable measures to achieve the principal object in section 3(e) of the Fair Work Act 2009 (Cth) through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of the attributes described in both Federal and State Anti-Discrimination legislation.
- 9.2. Accordingly, the Parties and the CPSU covered by this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3. Nothing in this clause is to be taken to affect:
  - a. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State Anti-Discrimination legislation;
  - b. Museums Victoria, an Employee and/or their chosen representative, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;
  - c. the exemptions in the Fair Work Act 2009 (Cth).

## **10. Terms and Conditions of Employment**

- 10.1.** The terms and conditions of employment contained within this Agreement will apply to Employees employed by the Museums Board of Victoria while this Agreement remains in force.
- 10.2.** Employees are employed subject to the Public Administration Act 2004 (Vic). In accordance with the Act, Employees must act in accordance with a Code of Conduct which may be issued, from time to time, by the Victoria Public Sector Commission.

## **11. Individual Flexibility Agreement**

- 11.1.** An Employee and Museums Victoria may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and Museums Victoria. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 11.2.** An individual flexibility arrangement may vary the effect of clause 16 (Ordinary Hours).
- 11.3.** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 11.4.** Museums Victoria must ensure that the terms of the individual flexibility arrangement:
  - a.** are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
  - b.** are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
  - c.** result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.5.** Museums Victoria must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Museums Victoria. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.
- 11.6.** Museums Victoria must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 11.7.** Museums Victoria must ensure that any individual flexibility arrangement sets out:
  - a.** which terms of this Agreement will be affected or varied by the individual flexibility arrangement;
  - b.** how the individual flexibility arrangement will vary or affect the terms of this Agreement;
  - c.** how the Employee will be better off overall in relation to the terms and conditions of the employees' employment as a result of the individual flexibility arrangement;
  - d.** the day on which the individual flexibility arrangement commences; and
  - e.** provides for the individual flexibility arrangement to be terminated:
  - f.** by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
  - g.** at any time by written agreement between the Employee and Employer.

## 12. Definitions

The Board	means the Museums Board of Victoria
Museums Victoria	means the Museums Board of Victoria and managers delegated authority to act on the Board's behalf.
Employee	means an employee of the Museums Board of Victoria, other than an Executive Employee.
CPSU	means the Community and Public Sector Union
Employee Representative	means any person, organisation or association nominated by an employee to represent their interests and may include the CPSU or CPSU representative.
Immediate Family	<ul style="list-style-type: none"> <li>• means the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse).</li> <li>• 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</li> <li>• A child or adult child (including an adopted child, a step child or an ex-nuptial child),</li> <li>• parent,</li> <li>• grandparent,</li> <li>• grandchild or</li> <li>• sibling of the Employee or the Employee's spouse or de facto spouse,</li> <li>• or an extended family member with whom the employee has a close connection.</li> </ul>
Manager / Management	means any person who has been issued with a Staff Management Delegation by the Museums Board of Victoria
MV	is an abbreviation for Museums Victoria
Non-Executive Employee	has the same meaning as that given to 'Employee'
Accredited CPSU Representatives	means a CPSU employee who is empowered to represent the industrial interests of Employees
the Parties	means Museums Victoria and Non-Executive Employees
CPSU Delegate	means an Employee who is a member of the CPSU and is elected to represent the industrial interests of Employees at Museums Victoria.

## PART 2 – COMMUNICATION, CHANGE AND DISPUTE RESOLUTION

### 13. Implementation of Change

- 13.1. Where Museums Victoria has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, Museums Victoria will advise:
- a. the relevant Employees and the relevant Union covered by this Agreement of the proposed change as soon as practicable after the proposal has been made; and
  - b. the relevant Employees and the relevant Union covered by this Agreement of the likely effects on the Employees' working conditions and responsibilities; and
  - c. of the rationale and intended benefits of any change, including improvements to productivity, if applicable.
- 13.2. For the purpose of this clause, a major change is **likely to have a significant effect on Employees** if it results in:
- a. the termination of the employment of Employees; or
  - b. Introduction of new technology;
  - c. major change to the composition, operation or size of Museums Victoria's workforce or to the skills required of Employees; or
  - d. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - e. the alteration of hours of work; or
  - f. the need to retrain Employees; or
  - g. Alteration to hours of work;
  - h. the need to relocate Employees to another workplace; or
  - i. the restructuring of jobs.
- 13.3. clause 13.2.h is subject to the rights and obligations set out in clause 36 (Usual Place or Places of Work).
- 13.4. Relevant Employees means the Employees who may be affected by a change referred to in **clause 13.1**.
- 13.5. The Relevant Employees may appoint a representative for the purposes of the procedures of this clause.
- 13.6. Museums Victoria must recognise the representative appointed by a Relevant Employee(s) if:
- a. a Relevant Employee appoints, or Relevant Employees appoint, a representative, which may include CPSU; and
  - b. the Employee or Employees advise the Employer of the identity of the representative.

**13.7.** Museums Victoria will:

- a. regularly consult with Relevant Employees, their appointed representative and the CPSU covered by this Agreement; and
- b. give prompt consideration to matters raised by the Employees, their appointed representative or the CPSU covered by this Agreement; and
- c. if appropriate provide training for the Employees to assist them to integrate successfully into the new structure.

**13.8.** In accordance with this clause, the relevant Employees, their appointed representative and the CPSU covered by this Agreement may submit alternative proposals which will meet the indicated rationale and benefits of the proposal.

- a. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change.
- b. If such a proposal is made, Museums Victoria must give considered reasons to the affected Employees, their appointed representative and the CPSU covered by this Agreement if Museums Victoria does not accept its proposals.
- c. Indicative reasonable timeframes are set out below. The steps, timeframes, and the extent of consultation in each case will:
  - i. be commensurate with the scale of the proposed major change and the likely significant effect for Employees, and
  - ii. take account of the Parties' agreement in **clause 43** (Agility Principles) that the principles of Agility will be operationalised over the life of the Agreement through a range of changed practices, modes of work and service delivery.

Indicative\* reasonable timeframes are as follows:

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

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

- 13.9. Any dispute concerning the Parties' obligations under this clause will be dealt with in accordance with **clause 14** (Resolution of Grievances and Disputes).

## **14. Employee Grievance and Dispute Resolution Process**

### **14.1. Resolution of Grievances and Disputes**

- a. Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards set out in the Fair Work Act 2009 (Cth), other than termination of employment, must be dealt with in accordance with this clause.
- b. This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- c. The CPSU may raise a dispute and be a party to a dispute in its own right or in a representative capacity for an Employee or group of Employees.
- d. A person bound by this Agreement may choose to be represented at any stage by a representative, including a CPSU representative or employer's organisation.

### **14.2. Obligations**

- a. The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- b. Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to employees who have a reasonable concern about an imminent risk to their health or safety, who have advised Museums Victoria of this concern and have not unreasonably failed to comply with a direction by Museums Victoria to perform other available work that is safe and appropriate for the employees to perform.
- c. No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **14.3. Agreement and Dispute Settlement Facilitation**

- a. For the purposes of compliance with this Agreement, (including compliance with the dispute settlement procedure) where the chosen Employee representative is another employee of Museums Victoria, they must be released by Museums Victoria from normal duties for such periods of time as may be reasonably necessary to enable them to represent employees concerning matters pertaining to the employment relationship including, but not limited to:
  - i. investigating the circumstances of a dispute or an alleged breach of this Agreement;
  - ii. endeavouring to resolve a dispute arising out of the operation of the Agreement; or
  - iii. participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

- b. The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of Museums Victoria.

#### **14.4. Discussion of Grievance or Dispute**

- a. The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate manager of the employee(s).
- b. If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of Museums Victoria appointed for the purposes of this procedure.

#### **14.5. Internal Process**

- a. If any party to the dispute or grievance who is bound by the Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted as expeditiously as possible; and:
  - i. Is consistent with the rules of natural justice;
  - ii. Provides for mediation or conciliation of the dispute or grievance;
  - iii. Provides that Museums Victoria will take into consideration any views on who should conduct the review; and
  - iv. Is conducted with as little formality as a proper consideration of the dispute or grievance allows.
- b. If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.
- c. If the matter is not settled, either party to the dispute or grievance may apply to the Fair Work Commission (FWC) to have the dispute or grievance dealt with by conciliation.

#### **14.6. Disputes of a Collective Character**

- a. The Parties acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the FWC.
- b. No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to its being referred to the FWC.

#### **14.7. Conciliation**

- a. Where a dispute or grievance is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.
- b. This may include arranging.
  - i. conferences of the parties to the dispute, presided over by the member; and
  - ii. for the parties to the dispute, to confer among themselves at conferences at which the member is not present.

- c. Conciliation before FWC shall be regarded as completed when:
- i. the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
  - ii. the member of FWC conducting the conciliation has, either of their own motion or after an application by either party to the dispute, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
  - iii. the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

**14.8. Arbitration**

- a. If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- b. Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- c. Subject to clause 14.8.d below, the determination of FWC is binding upon the persons covered by this Agreement.
- d. A determination of a single member of FWC made pursuant to this clause may, with the permission of the Full Bench of FWC, be appealed.

**14.9. Conduct of Matters Before FWC**

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



## **PART 3 – HOURS OF WORK**

### **15. Workload**

- 15.1.** Museums Victoria acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life
- 15.2.** Museums Victoria further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, Museums Victoria may require an Employee to work overtime where:
  - a.** such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by Museums Victoria; or
  - b.** where due to an emergency, it has not been possible to provide reasonable notice.
  - c.** when an Employee is required by Museums Victoria to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
- 15.3.** Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to Employees being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by Museums Victoria to address the Employees' concerns.
- 15.4.** The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.
- 15.5.** On receipt of a request by an Employee or group of Employees under this clause Museums Victoria must give the Employee a written response within 21 days, stating whether Museums Victoria agrees to or refuses the request.
- 15.6.** If Museums Victoria refuses the request for a review, the written response under **clause 15.5** must include details of the reasons for the refusal.
- 15.7.** If Museums Victoria agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.
- 15.8.** Following the completion of the review, the Employee or group of Employees and Museums Victoria shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.
- 15.9.** Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by Museums Victoria, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.

## 16. Ordinary Hours

- 16.1. The ordinary hours of work for each employee shall be an average of 76 (exclusive of meal breaks), to be worked over an average of no more than ten days per fortnight, except where otherwise provided for at **clause 20.4 (Flexi-time)**, **clause 49 (Shift Workers)** and **clause 30 (Part-time Employment)**. Variation to hours and rosters will be in accordance with **clauses 16.3, 49.4 and 49.5** as appropriate; and be consistent with the Rostering Principles listed in **APPENDIX 2 – ROSTERING PRINCIPLES** of this Agreement.
- 16.2. The exact cycle will be agreed between the relevant Manager and the Employee. This will include the days to be worked, starting and finishing times, and meal breaks.
- 16.3. **Consultation of Changes to Regular hours of work**
- a. This clause applies if Museums Victoria proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
  - b. Museums Victoria must notify the Relevant Employees of the proposed change. Relevant Employees means the Employees who may be affected by a change referred to in **clause 16.3 a**.
  - c. The relevant Employees may appoint a representative for the purposes of the procedures in this clause. Where a representative is appointed by the Employee, Museums Victoria will recognise that representative.
  - d. As soon as practicable after proposing to introduce the change, Museums Victoria must:
    - discuss with the relevant Employees the introduction of the change; and
    - for the purposes of the discussion, provide to the relevant Employees:
      - i. all relevant information about the change, including the nature of the change; and
      - ii. information about what Museums Victoria reasonably believes will be the effects of the change on the Employees; and
      - iii. information about any other matters that Museums Victoria reasonably believes are likely to affect the Employees; and
        - invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - e. However, Museums Victoria is not required to disclose confidential or commercially sensitive information to the relevant Employees.
  - f. Museums Victoria must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 16.4. Unless otherwise agreed, Employees, other than Shift Workers (see **clause 49 Shift Workers**), will not work more than five consecutive days out of any seven. Where an Employee, other than a Rostered or casual Employee, is directed to work

for more than five consecutive days out of any seven, the day(s) in excess of five consecutive days must be paid as Overtime in accordance with **clause 18.2 Overtime (Remuneration for Additional Hours Worked)**.

**16.5.** Museums Victoria shall not use the Ordinary Hours provision to avoid the payment of weekend and public holiday penalties to Ongoing and Fixed-term Employees who are required to work in accordance with a work pattern which regularly includes work on a Saturday or Sunday or Public Holiday or outside the Span of Hours detailed at **clause 17 (Span of Hours)**. Such Employees must be regarded as Shift Workers and treated in accordance with **clause 49 (Shift Workers)**.

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

## **17. Span of Hours**

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

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

**17.3.** The parties agree to review the ordinary span of hours over the life of the agreement. This review will include an agreed terms of reference, and will consider the impact of the current ordinary span of hours (**clauses 17.1 and 17.2**) on current rostering arrangements, the application of ordinary hours (**clause 16.1**) and future rostering practises. Following any agreed outcome of the review, it is agreed by the parties that any implementation to the change of ordinary hours of work (**clause 16.1**) will be conducted through a pilot program and will be on a voluntary basis. The parties agree that during the trialling of the pilot program, employees will not be disadvantaged.

## **18. Overtime & Penalty Payments**

### **Definitions:**

- a. For the purposes of this Agreement, "Overtime" concerns the rate of pay for work performed in addition to the ordinary hours of work established in accordance with **clause 16 (Ordinary Hours)**.
- b. For the purposes of this Agreement, "Penalty rates" concerns the rate of pay for work performed on a Saturday, Sunday, Public Holiday or outside the Span of Hours, established in accordance with **clause 17 (Span of Hours)**.

### **18.2. Overtime (Remuneration for Additional Hours Worked)**

Employees, except where otherwise provided for under **clauses 49 (Shift workers), 20.4 (Flexi-time) or clause 18.4.b & 18.4.c**, are entitled to be paid at the overtime rates set out in **clause 18.5** where they, at the express direction of Museums Victoria, work:

- a. more than 76 hours over a 14-day cycle.
- b. hours as a result of being recalled to duty due to an emergency or other unforeseen circumstances.

### 18.3. Reasonable Hours of Work

- a. Subject to the following, Museums Victoria may require an Employee to work reasonable Overtime at overtime rates.
- b. An Employee may refuse to work Overtime in circumstances where the working of such Overtime would result in the Employee working hours which are unreasonable having regard to:
  - i. any risk to the Employee's health and safety;
  - ii. the Employee's personal circumstances including family responsibilities;
  - iii. the needs of the workplace;
  - iv. the notice (if any) given by Museums Victoria of the overtime and by the Employee of their intention to refuse it; and
  - v. any other relevant matter.
- c. When an Employee is required by Museums Victoria to work Overtime, the Employee must be compensated in accordance with this clause. Overtime will be paid (including crediting of Time in Lieu, if preferred) only where the express prior approval of the Employee's Manager has been received.

### 18.4. Eligibility for Overtime

- a. Employees employed at Grade 5 and above who are directed to work additional hours, subject to **clause 18.3 (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.
- b. All employees (excluding casuals, see **clause 18.4c**) employed at Grade 4 and below are eligible for the payment of Overtime. For full-time employees, Overtime rates apply where the total hours worked in a fortnightly period exceed 76 hours; otherwise payment is made at the Employee's ordinary hourly rate. For Part-time Employees, Overtime rates apply for hours directed to be worked in excess of the employees agreed ordinary hours per fortnight as stipulated in **clauses 30.4 (c)** (Regular Part-Time Employment) and **clause 30.5 (h) and (l)** (Irregular Part-Time Employment).
- c. Where a Casual Employee is required to work in excess of eight hours in any one day (excluding meal breaks) payment will be at the appropriate overtime rate for all hours in excess of eight worked by the Employee on that day. See **clause 18.5 (Payment for Overtime)**.
- d. For the purposes of determining the applicable overtime rate for a Casual employee who has multiple engagements with Museums Victoria, the hours that a Casual employee works do not form part of the total hours worked that would make an employee eligible for Overtime as described in **clause 18.4 a** and **clause 18.4 b**
- e. Where Overtime is paid due to an Employee being recalled to duty, the payment will be for a minimum of three hours.

**18.5. Payment for Overtime**

- a. Where an Employee is paid for overtime work pursuant to **clause 18.4** the following overtime rates will be paid:

Overtime – Rates of payment

For overtime work on	Overtime rate (% of ordinary hourly rate)
Monday to Saturday – first three hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - in all cases except Public Holidays	200%
Public Holiday or substituted day	250%

- b. The ordinary hourly rate of payment for Overtime will be calculated on the lower of either the Employee’s salary or the lowest pay point within Grade 4.
- c. Some Employees working Overtime may be eligible for the payment of a Meal Allowance. Details appear in **clause 50.4 (Meal Allowance)**.

**18.6. Time in Lieu**

- a. Employees employed up to and including Grade 4 may request that time be granted in lieu of payment for Overtime worked. If Museums Victoria agrees, time in lieu of payment will accrue at the rate specified below.
- b. Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:
- i. in the case of overtime worked Monday to Friday – on an hour for hour basis; and
  - ii. in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.
- c. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under **clause 18.6**.
- d. An agreement must state each of the following:
- i. the number of overtime hours to which it applies and when those hours were worked;
  - ii. that Museums Victoria and employee agree that the employee may take time off instead of being paid for the overtime;
  - iii. that, If the employee requests at any time, Museums Victoria must pay the employee for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - iv. that any payment mentioned in clause 18.6d iii must be made in the next pay period following the request.
- e. The employee must exhaust all Time in Lieu (**TIL**) accrued in accordance with this clause before taking Annual leave, unless exceptional circumstances arise that require the employee to not access their accrued Time in Lieu. Time in Lieu must be taken within six months of the time being accrued, at a time mutually agreed.

Museums Victoria will use best endeavours to permit the Employee to take Time in Lieu at a time of the Employee's choosing.

- f. Any Time in Lieu not taken within the six month period will be paid in accordance with **clause 18.5 (Payment for Overtime)**, unless otherwise agreed.
- g. 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.

## 19. Penalty Payments

19.1. An Employee is entitled to be paid at the penalty rates set out in **clause 19.2 (Penalty Rates)** below, where an employee at the express direction of Museums Victoria, is directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with **clause 17 (Span of Hours)**, except where otherwise provided for at **clause 49 (Shift Workers)** and **clause 27 (Casual Employment)**.

### 19.2. Penalty Rates

Where an Employee is entitled to be paid for work pursuant to **clause 19.1 (Penalty Payments)** above, the following rates will be paid:

Rostered Work	Penalty Rates (% of ordinary hourly rate)
Saturday - except public holidays	An employee who is required to work on a Saturday will be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Sunday - except public holidays	An employee who is required to work on a Sunday will be paid at the rate of double time (100% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Public Holidays	Where an employee is required to work on a recognised public holiday as per <b>clause 74 (Public Holidays)</b> , the employee will be paid at the rate of double time and a half (150% additional of the ordinary hourly rate) for all hours worked on that day, with the option to take payment at 50% of their hourly rate and have one day in lieu of such holiday, pro-rata for part-time employees based on each hour worked.
Outside of the Span of Hours Monday to Friday established in accordance with <b>clause 17 (Span of Hours)</b>	<p><b>First 3 hours</b></p> <p>An employee who is required to work outside of the span of hours will be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for each hour worked outside of the span of hours established in accordance with <b>clause 17 (Span of Hours)</b>.</p> <p><b>Hours thereafter</b></p> <p>Double time (100% additional of the ordinary hourly rate) for each hour worked (i.e. double time) or each hour worked outside of the span of hours established in accordance with <b>clause 17 (Span of Hours)</b></p>
The rate of payment in relation to <b>clause 19.2 (Penalty Rates)</b> will be consistent with <b>clause 18.5.b.</b>	

**19.3. Eligibility for Penalty Payments**

- a. Employees employed at Grade 4 and below who are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with **clause 17 (Span of Hours)** are eligible for a penalty payment in relation to **clause 19.2 (Penalty Rates)** unless total hours worked in a fortnightly period exceed 76 hours, in which case, overtime rates apply (**18.5 Payment for Overtime**).
- b. Employees employed at Grade 5 and above who are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with **clause 17 (Span of Hours)**, are not eligible for payment in relation to **clause 19.2 (Penalty Rates)**, but shall accrue Time in Lieu on an hour for hour basis.

**19.4. Time in Lieu of Penalty Payment**

- a. Employees employed up to and including Grade 4 may request that time be granted in lieu of payment of penalty rates set out in **clause 19.2 (Penalty Rates)**. If Museums Victoria agrees, time in lieu of payment will accrue at the rate at which the applicable penalty rate would have been paid, consistent with the table outlined in **clause 19.2 (Penalty Rates)**.
- b. Time in Lieu accrued within **clause 19.4 a** must be taken within six months of the time being accrued, at a time mutually agreed. Museums Victoria will use best endeavours to permit the Employee to take Time in Lieu at a time of the Employee's choosing.
- c. Any Time in Lieu not taken within the six-month period will be paid in accordance with **clause 19.1 (Penalty Payments)**, unless otherwise agreed.
- d. 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.
- e. The parties agree to regularly review the effectiveness of this clause over the life of the agreement.

## 20. Flexible Work Arrangements

### 20.1. Flexible Work

- a. The Parties are committed to providing a range of flexible working arrangements to give Employees a meaningful level of control over when, where and how work is accomplished.
- b. These reflect a genuine commitment to support both individual flexibility and business performance needs, while recognising that not all forms of flexibility will be suitable for all roles at any time.
- c. Several provisions in this Agreement are available to facilitate an individual's need for flexibility, consistent with business requirements and legislative obligations.

clause	Title	Summary of entitlement (see clause for full entitlement and any conditions)
11	Individual Flexibility Arrangement (IFA)	An IFA may vary the effect of <b>clause 16 (Hours of Work)</b>
20.2	Right to Request Flexible Working Arrangements	Under s65 of the FW Act Employees in circumstances as defined in the legislation may request flexible working arrangements
30	Part-Time Employment	Part time employment may be worked by agreement between the Employee and Museums Victoria
20.5	Working from Home	An individual Employee and Employer may agree to work from home on a case by case basis.
16	Hours of Work	An Employee (other than a Shift Worker) can agree with Museums Victoria to work their ordinary hours flexibly, within the span of hours, to best meet Museums Victoria's work requirements and the Employee's personal and/or family circumstances. This may include, for example, working compressed hours.
66	Purchased Leave	An Employee and Employer may agree to work less than 52 weeks per year to increase the amount of leave available
75	Family Violence Leave	An Employee experiencing family violence has an entitlement to additional leave and may request flexible work arrangements
62	Parental Leave	An Employee returning to work after parental leave has a right to request a reduced time fraction until their Child reaches school age, or alternatively may request an extension of unpaid parental leave



**20.2. Flexible Working Arrangements – Specific Circumstances**

- a. Section 65 of the FW Act provides that an Employee may request a change in their working arrangements in any of the following circumstances:
- i. the Employee is the parent, or has responsibility for the care, of a Child who is of school age or younger; or
  - ii. the Employee is a carer (within the meaning of the Carer Recognition Act 2010); or
  - iii. the Employee has a disability; or
  - iv. the Employee is 55 or older; or
  - v. the Employee is experiencing violence from a member of the Employee's family; or
  - vi. the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

**20.3. Note:** Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- a. To avoid doubt, and without limiting **Clause 20.2.a**, an Employee may request to work part-time to assist the Employee to care for the Child if the Employee:
- i. is a parent, or has responsibility for the care, of a Child; and
  - ii. is returning to work after taking leave in relation to the birth or adoption of the Child;
- b. A casual Employee is not entitled to make a request under this clause unless the Employee:
- i. is a Long Term Casual Employee of Museums Victoria immediately before making the request; and
  - ii. has a reasonable expectation of continuing employment by Museums Victoria on a regular and systematic basis.
- c. A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.
- d. Before responding to a request, Museums Victoria must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regards to:
- i. the needs of the Employee arising from their circumstances; and
  - ii. the consequences for the Employee if changes in working arrangements are not made; and
  - iii. any reasonable business grounds for refusing the request.

- e. On receipt of a request by an Employee under this clause, Museums Victoria must give the Employee a written response within 21 days, stating whether Museums Victoria grants or refuses the request.
- f. Museums Victoria may only refuse the request on reasonable business grounds.
- g. Without limiting what are reasonable business grounds for the purposes of **clause 20.3 f**, reasonable business grounds include any of the following:
  - i. that the new working arrangements requested by the Employee would be too costly for Museums Victoria; or
  - ii. that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
  - iii. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
  - iv. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
  - v. that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- h. If Museums Victoria refuses the request, the written response under clause 20.3 e must include:
  - i. details of the reasons for the refusal, including the business grounds or ground for the refusal and how the ground or grounds apply, and
  - ii. whether or not there are any changes in working arrangements that Museums Victoria can offer the employee so as to better accommodate the Employee's circumstances; and
  - iii. if Museums Victoria can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- i. If Museums Victoria and Employee reached an agreement under **clause 20.3 e** on a change in working arrangements that differs from that initially requested by the Employee, Museums Victoria must provide the Employee with a written response to their request setting out the agreed change or changes in working arrangements.

#### **20.4. Flexi-Time**

- a. Flexi-time is a work arrangement to assist Employees (other than casuals) to maintain a balance between their work and personal life, and the business needs of Museums Victoria. Agreement to the working of Flexi-time will not be unreasonably withheld, and is available to Employees up to and including Grade 5.
- b. Additional hours may be worked on the basis of Flexi-time at the instigation of the Employee and with the support of Museums Victoria. Accrued Flexi-time, reduced daily hours of work, or extended meal breaks may be taken subject to operational

requirements and prior Employer approval. Additional hours worked under a Flexi-time arrangement, must not be worked on a regular basis and only to the limits specified in **clause 20.4 d**.

- c. Flexi-time allows Employees to vary their commencement, meal break and finishing times, within the relevant span of hours (see **clause 17 Span of Hours**), on a day to day basis.
- d. Flexi-time timesheets must be submitted to the Manager at the conclusion of each fortnight. Employees may accumulate and carry over up to 15.2 hours (2 days) flexi-time per fortnight and may accumulate a debit of a maximum of 7.6 hours (1 day) over the same period. Flexi-time hours in excess of 15.2 hours accumulated at the end of each fortnightly period will be forfeited. Flexi-time may not be converted to leave or Time in Lieu and may not be paid out.
- e. Accrued paid leave, other than Personal/Carer's Leave or Long Service Leave, will be debited if Flexi-time hours are in debit of 7.6 hours or more at the end of each fortnightly period.

## **20.5. Working From Home**

- a. Museums Victoria supports and encourages Flexible Work Arrangements that includes an employee Working From Home, where such arrangements benefit both MV and the employee and do not otherwise infringe the objective that underpin **PART 7 - OCCUPATIONAL HEALTH AND SAFETY** of this Agreement. Arrangements may be agreed between Museums Victoria and an Employee for an Employee to work from home on a case-by-case basis.
- b. Employees seeking to work from home will utilise the MV Working from Home Procedure to submit an application. (subject to changes to how an assessment is made .
- c. Employees receiving approval to work from home will comply with the Working from Home Policy and will conform with the Working from Home Guidelines, Information Security and Recordkeeping including privacy and integrity provisions required as a Museums Victoria employee
- d. An employee denied application to Work From Home may initiate grievance procedures as set out in **clause 14** of this Agreement
- e. During the life of the Agreement, the Parties agree to review working from home arrangements taking into account the experience gained during the Coronavirus (COVID-19) pandemic and environmental impact

## **21. Rest Breaks / Meal Breaks**

- 21.1.** To ensure appropriate standards of occupational health and safety, Employees are required to take a minimum 30 minute rest break at the completion of every five hours worked. Museums Victoria does not condone Employees working through scheduled rest or meal breaks.
- 21.2.** Employees are required to take a break between shifts, or after Overtime, of a minimum of 10 hours. If asked to work hours which breach these parameters, Employees must refuse these instructions and may initiate grievance procedures as set out in **clause 14** of this Agreement.

**21.3.** During the course of a rostered shift, where a Visitor Engagement Officer works a shift of:

- i. 4 hours but no more than 5 hours – they will be entitled to a 15 minute paid break; or
- ii. More than 5 hours and up to 6.5 hours – they will be entitled to a 15 minute paid break plus an unpaid break of no less than 15 minutes; or
- iii. More than 6.5 hours and up to 8 hours – they will be entitled to a 15 minute paid break plus an unpaid break of no less than 30 minutes
- iv. Employees who work a continuous shift (i.e. no break) of 5 hours or more will receive a 30 minutes break in accordance with this clause, 15 minutes of which will be paid.

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

\*Break must be taken within first 4.25 hours

**21.4.** All breaks taken under this clause must be rostered in order to be taken

**21.5.** During the life of the Agreement, the parties agree to review the application of **clause 21.3** in relation to all other public facing staff, taking into account the operations of each department and the work performed for the employees.

## **22. Childcare**

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

## **PART 4 – EMPLOYMENT MATTERS**

### **23. Recruitment and Selection**

- 23.1.** Except as otherwise stated in **clause 51 (Temporary Assignment)**, Museums Victoria remains committed to the continual improvement of processes and the application of merit, equity, transparency and openness in all recruitment and selection processes.
- 23.2.** Selection will be determined by assessment against selection criteria documented in approved role statements. Selection criteria must relate directly to the position duties.
- 23.3.** All selection decisions must be documented. Internal members of selection panels must participate in regular training about selection processes. Qualifications and experience must be appropriate to the position and stated in the key selection criteria.

### **24. Basis of Employment**

- 24.1.** Employees may be employed on:
  - a.** an Ongoing basis;
  - b.** a Fixed-term basis; or
  - c.** a Casual basis.
- 24.2.** Museums Victoria recognises the job security and benefits afforded to staff when they are engaged on an on-going capacity (i.e. full time or part time). Consistent with **clauses 26.1** and **27.1** of this Agreement, Museums Victoria will give preference to ongoing forms of employment over fixed term or casual arrangements wherever possible.
- 24.3.** Ongoing employment is employment in relation to which no end date is expressed or implied. Ongoing employment may be either full-time or part-time.
- 24.4.** Fixed-term employment is employment where the work to be performed is for a specific period or ascertainable period. The situations in which Fixed-term employment may be used are described in **clause 26 (Fixed-Term Employment – When It May Be Used)**.
- 24.5.** Casual Employees are employed on an irregular or intermittent basis to meet fluctuating work demands or specialist skill requirements. Casual Employees are employed and paid by the hour.

### **25. Casual and Fixed Term Audit**

- 25.1.** The Parties agree that, on an annual basis commencing in 2021 Museums Victoria will:
  - a.** Within the first 3 months of the each calendar year, provide audit outcomes of the use of casual and fixed term employment at Museums Victoria.
  - b.** Within the first 3 months of each calendar year, using the information provided from the audit in part.

- c. Develop a strategy of conversion for eligible casual and fixed term employees, with the explicit intent to maximise the use of ongoing and secure employment.

## 26. Fixed-Term Employment – When It May Be Used

- 26.1. The use of Fixed-term contract positions will not be for the purpose of undermining the job security or conditions of Full-time Ongoing Employees. Therefore, the use of Fixed-term employment in all areas covered by this Agreement is limited to:
  - a. replacement of staff proceeding on approved leave;
  - b. meet fluctuating client and staffing needs and unexpected increased workloads;
  - c. undertake a specified task, which is funded for a specified period;
  - d. fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
  - e. temporarily fill a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available;
  - f. filling a vacant role while a review of the area is undertaken, provided that such an appointment does not exceed 12 months.
  - g. Fill a vacancy resulting from an ongoing employee successfully requesting a reduction in their substantive hours pursuant to clause 30.6 a for the purposes of pre-retirement.

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

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

- 26.2. Fixed-term appointments shall be for a maximum of three years, other than in circumstances resulting from **clause 62 (Parental Leave)** and when the position relates to the receipt of a research grant, or other external funding.

### 26.3. Fixed-Term Employment – Confirmation of Contract Expiry

- a. Where a Fixed-term Employee is employed on a contract of 12 months or greater, Museums Victoria will provide confirmation, in writing, at least four weeks before that contract ends, that the contract will in fact expire at the date stipulated in the relevant letter of offer. This is designed to assist Fixed-term Employees to plan their future constructively.
- b. Where an Employee's contract is extended for a period less than 12 months, it is agreed that by signing the contract, the Employee has been provided with the notice requirement stated above.
- c. If Museums Victoria does not confirm the contract expiry at least 4 weeks before the notional end of the contract, then payment of salary to the Employee will be extended such that the Employee will receive 4 weeks salary after the notice is given.

#### **26.4. Review of Fixed-Term Positions**

- a. Where concerns about the use of Fixed-term contract positions are identified, a review may be requested and a report provided, setting out the nature and the term of the contract.
- b. If, as a result of the review, the use of Fixed-term employment is inconsistent with the criteria set out in **clause 26 (Fixed-term Employment – When It May Be Used)**, Museums Victoria shall take the appropriate remedial action to ensure the employee is employed on the appropriate basis.

#### **27. Casual Employment**

- 27.1.** The use of Casual labour shall not be for the purpose of undermining the job security of Ongoing Employees, or as a means of avoiding obligations under this Agreement
- 27.2.** Where a Casual Employee's employment is terminated or their shift reduced as a result of operational reasons during the period of a shift, the Employee will be paid for the remainder of the time they otherwise would have expected to work.
- 27.3.** Where a shift is cancelled with less than 48 hours notice, the Employee will be paid for three hours (i.e. the minimum consecutive hours otherwise applicable).
- 27.4.** Where concerns about the use of Casual employment are identified, a review of hours worked may be requested. When a Casual Employee has been employed on a regular and consistent basis, the employment will be reviewed and consideration given to offering either Fixed Term employment, or Ongoing employment, as appropriate.
- 27.5.** An existing non-Casual Employee may be employed outside their existing contract as a Casual Employee, for the purposes of performing duties outside their normal employment. The use of this provision is subject to:
  - a. there being mutual agreement between Museums Victoria and the Employee;
  - b. the Casual engagement not being used to avoid Overtime obligations;
  - c. the Casual engagement being for a specific purpose; and
  - d. the Casual engagement not interfering with the Employee's original conditions of Employment.
- 27.6.** Casual employment will be for not less than three consecutive hours in any day worked except:
  - a. where the Employee works from home by agreement with Museums Victoria; or
  - b. in exceptional circumstances.
- 27.7.** All casual employees employed up to and including grade 4 who at the express direction of Museums Victoria are directed to work on a Saturday, Sunday, Public Holiday or outside of the Span of Hours established in accordance with **clause 17 (Span of Hours)** must be paid a penalty rate for ordinary hours worked on those days, except where the Casual Employee is required to work in excess of eight hours in any one day, in which case, overtime rates apply (**18.5 Payment for Overtime**).

<b>Penalty Rates (% of ordinary hourly rate)</b>	
Saturday Work - except public holidays	A casual employee who is required to work on a Saturday must be paid at the rate of time and a half (50% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Sunday Work - except public holidays	A casual employee who is required to work on a Sunday must be paid at the rate of double time (100% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
Public Holidays	A casual employee who is required to work on a recognised public holiday as per <b>clause 74 (Public Holidays)</b> must be paid at the rate of double time and a half (150% additional of the ordinary hourly rate) for all ordinary hours worked on that day.
outside of the Span of Hours established in accordance with <b>clause 17 (Span of Hours)</b>	A casual employee who is required to work outside the Span of Hours on any day Monday to Friday ( <b>see clause 17 Span of Hours</b> ) will be paid an allowance at the rate of 15% additional of the ordinary hourly rate for all ordinary hours worked on that day.

**27.8.** For the purposes of calculating the penalties prescribed in **clause 27.7** above, the hourly rate exclusive of the 25% casual loading shall be used.

**27.9.** The following clauses of this Agreement do not apply to Employees employed on a Casual basis:

- a. clause 47.5 (Progression Steps, Progression Amounts and Top of Grade of Value Range payment);
- b. clause 49 (Shift Workers);
- c. clause 52 (*Accident Compensation*);
- d. clause 57 (*Annual Leave*);
- e. clause 58.1 (*Personal/Carer's*);
- f. clause 58.15 (*Infectious Disease/Dangerous Medical Conditions*);
- g. clause 58.16 (*Military Service Sick Leave*);
- h. clause 59.1 (*Compassionate Leave*);
- i. clause 59.2 (*Additional Compassionate Leave*);
- j. clause 68 (*Cultural and Ceremonial Leave*);
- k. clause 70 (*Study Leave*);
- l. clause 72 (*Leave for Community Contributions*);
- m. clause 73 (*Alcohol, Drug or Problem Gambling Leave*);
- n. clause 74 (*Public Holidays*);



## 28. Job Information

- 28.1. At the commencement of their Employment, an Employee will be provided in writing, or electronically, with details of the job title, classification level and role statement for their position. A Fixed-term Employee must be provided in writing, or electronically, the reason for their fixed term employment consistent with **clause 26** (Fixed-Term Employment – When It May Be Used).
- 28.2. The Employee will carry out the duties described in the role statement and such other duties as directed consistent with their skills and classification descriptors. Museums Victoria will provide the Employee with a copy of this Agreement.

## 29. Probationary Period – New Employee

- 29.1. Museums Victoria may appoint a new Employee on a probationary basis. The period of probation shall be a reasonable period having regard to the nature of the position and generally shall be no more than three months for employees who are placed into positions classified at VPS Grade 5 or below. The probationary period for employees who are placed into positions classified at VPS Grade 6 or above shall be no more than 6 months. The duration of the Probationary Period will be confirmed in writing upon the commencement of the Employee's employment.
- 29.2. If conduct or performance issues are identified during the Probationary Period, Museums Victoria shall counsel the Employee during the Probationary Period in relation to their conduct or performance and shall provide a written record of such counselling..
- 29.3. A probationary Employee's employment may be terminated by Museums Victoria prior to the conclusion of the Probationary Period by giving two weeks' notice or two weeks' pay in lieu of notice, subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in the *Fair Work Regulations* 2009).
- 29.4. Unless the employment is terminated earlier, at the end of the period of probation, Museums Victoria shall confirm the Employee's appointment in writing.
- 29.5. A person initially employed on a Fixed-term basis who is subsequently employed on an Ongoing basis shall have the Fixed-term employment taken into account in the determination of any Probationary Period, unless the ongoing position is of a substantially different nature to the fixed term position.

## 30. Part Time Employee

- 30.1. Part-time employment is where the contracted hours of work are less than the Ordinary Hours specified in **clause 16** (Ordinary Hours). Part-time employment can be on either a Regular or Irregular basis (see **clause 30.4** and **clause 30.5**). The contracted hours will become the Employee's Ordinary Hours.
- 30.2. Part-time employment is for not less than three consecutive hours in any day worked except where the Employee works from home in accordance with **clause 20.5** (Working From Home).

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

**30.4. Regular Part-Time Employment**

- a. Regular Part-time employment is where the Employee works a set number of hours and days each fortnight.
- b. Where Regular Part-time hours are being worked, the Employee and Museums Victoria will agree on:
  - i. the days in each fortnight the Employee will work;
  - ii. the start and finish times of the days which the Employee will work;
  - iii. the number of hours the Employee will work on each day they work; and
  - iv. agreed processes for the variation of hours of work.
- c. Consistent with **clause b** above, these agreed hours will be considered the employee's ordinary hours. Hours directed to be worked in excess of the employees agreed ordinary hours per fortnight will be paid in accordance with **clause 18.5 (Payment for Overtime)**.
- d. Regular Part-time Employees may be Shift Workers, subject to them fulfilling the requirements of **clause 49 (Shift Workers)**.

**30.5. Irregular Part-Time Employment**

- a. Irregular Part-time Employees are engaged on the basis that they will be offered a minimum number of hours each fortnight.
- b. The pattern over which these hours are worked will typically vary from week to week, notwithstanding that, on any day the Employee is asked to work, a minimum period of three hours will apply.
- c. Museums Victoria will make the minimum number of hours available to the Employee each fortnight, unless varied by local agreement at the instigation of the Employee.
- d. If Museums Victoria does not offer the minimum number of hours stipulated in the letter of offer, the Employee will still be entitled to be paid that minimum number of hours.
- e. Museums Victoria understands the impact on Irregular Part-time Employees of minimum hours being worked over a number of days. Museums Victoria will make every effort to take into account the personal circumstances of the Employee when scheduling the hours to be worked and to provide reasonable notice of when the hours are to be offered.
- f. If Museums Victoria makes available at least the relevant minimum number of hours and the Employee is unable or unwilling to work at the times at which the hours are offered, the Employee will be paid only for those hours worked (i.e. this may be less than the number of hours specified in the letter of offer).

- g.** If the Employee is offered and works more than the relevant minimum number of hours, they will be paid for the extra hours at the ordinary rate of pay, except where otherwise provided for in **clause 30.5 h** and **clause 30.5 i** below.
- h.** Hours directed to be worked by Museums Victoria in excess of 7.6 hours per day will be paid in accordance with **clause 18.2** (Overtime (Remuneration for Additional Hours Worked)).
- i.** Hours directed to be worked in excess of 76 hours per fortnight will be paid in accordance with **clause 18.2** (Overtime (Remuneration for Additional Hours Worked)).
- j.** The parties agree that over the life of the agreement, the minimum contracted hours made available to Irregular Part-time Employees as per clause a will be reviewed, taking into consideration seasonal work patterns, average hours worked and the operational requirements of Museums Victoria to determine if an adjustment to the minimum contracted hours of Irregular Part-time employees can be made.

### **30.6. Requests to Work Part-Time**

- a.** Museums Victoria recognises the increasing importance of Employees having a balance between their work and personal life. As such, Full-time Employees may request to reduce their Ordinary Hours to assist them achieve this balance. Such a request may be on a temporary or permanent basis.
- b.** Approval to work Part-time is subject to Management approval and must suit the operational requirements of Museums Victoria. Museums Victoria must genuinely consider all requests to work Part-time and approval to work Part-time will not be unreasonably withheld.
- c.** At the conclusion of a temporary variation, unless otherwise agreed, the Employee will return to their substantive contracted employment arrangement, that is, position, time fraction and location.

## **31. Christmas Closedown**

- 31.1.** The purpose of this clause is to enable Museums Victoria to closedown part or all of its operations for the three working days from the first working day after Christmas Day to the end of the last working day before New Year's Day (1 January) (closedown period).
- 31.2.** Where Museums Victoria intends to closedown part or all of its operations for the closedown period, Museums Victoria:

  - a.** will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place; and
  - b.** will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and
  - c.** may require a minimum level of staffing to meet the operational requirements of the workplace.
- 31.3.** If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:

- a. Museums Victoria may direct an Employee who has excessive annual leave (as defined in **clause 57.5** to take annual leave during the closedown period;
  - b. Museums Victoria may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.
- 31.4. Museums Victoria will provide at least 4 weeks' notice of any direction to take leave, under **clause 31.3**.
- 31.5. Where an Employee has insufficient leave or time in lieu, Museums Victoria may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence.

## 32. Other Employment

- 32.1. Employees shall not undertake other employment, or work in any consultancy, without full written disclosure to Museums Victoria prior to engaging in other employment or any consultancy.
- 32.2. Where Museums Victoria establishes that a conflict of interest would arise, or be perceived to arise, the Employee must not commence, or must immediately cease, the employment or consultancy. Subject to this, Part-time and Casual Employees must ensure that any other employment does not conflict with the business of Museums Victoria.
- 32.3. Any breach of Museums Victoria Policy on Other Employment may result in disciplinary action, up to and including dismissal.

## 33. Gender Equality

### Gender Pay Equity Principles

- 33.1. The provisions of this Agreement are to be interpreted consistently with the following gender pay equity principles:
- a. Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal in terms of skill, effort, responsibility and working conditions. This includes work of different types.
  - b. Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.
  - c. Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
  - d. Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who undertake unpaid and/ or caring work.
  - e. Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.
  - f. Participation and engagement: Workers, unions and employers work collaboratively to achieve mutually agreed outcomes.

### 33.2. Meaning of 'Pay'

In this clause, 'pay' refers to remuneration including but not limited to salary, bonuses, overtime payments, allowances and superannuation.

**33.3. Commitment to collaborative approach to achieving gender pay equity**

Museums Victoria will work collaboratively with Employees and the Union to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination across the VPS.

**33.4. Claims relating to systemic gender equality issues**

- a. A systemic gender equality issue means an issue of a systemic nature within an Employer, or multiple VPS Employers, which adversely affects a class or group of employees of Museums Victoria (or multiple VPS Employers), relating to:
  - i. The gender composition of any or all workforce levels of Museums Victoria (or multiple VPS employers); or
  - ii. The gender composition of governing bodies; or
  - iii. Equal remuneration for work of equal or comparable value across any or all workforce levels of Museums Victoria or multiple VPS Employers, irrespective of gender; or
  - iv. Sexual harassment in the workplace; or
  - v. Recruitment and promotion practices in the workplace; or
  - vi. Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or
  - vii. Gendered workplace segregation.
- b. The CPSU and/or a class or group of Employees (Claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (Claim) in accordance with this clause.
- c. A Claim or Claims under this clause must be made in writing to Museums Victoria.
- d. In the first instance the Claim should include sufficient detail for Museums Victoria to make a reasonable assessment of the nature of the Claim, the employees impacted by the Claim and any proposals to resolve the Claim.
- e. Museums Victoria must meet and discuss the Claim with the Claimant prior to responding to the Claim.
- f. Museums Victoria must respond to the Claim in writing to the Claimant, within a reasonable time, including enough details in the response to allow the Claimant to understand Museums Victoria's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
- g. If the Claim is unable to be resolved between Museums Victoria and the Claimant/s, either the Claimant/s or Museums Victoria may refer the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.
- h. Common Claims may be referred to the Commissioner if the Claims relate to a systemic gender equality issue which adversely affects a class or group of Employees from each VPS Employer, and the Claims are referred by any of the Parties in **clause 2** of this Agreement.

- i. In dealing with a Claim, the Commissioner:
  - i. Must consider the Gender Pay Equity Principles; and
  - ii. Must be objective and free from assumptions based on gender; and
  - iii. Must acknowledge that current pre-existing views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender; and
  - iv. Must ensure that skills, responsibilities, effort and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and
  - v. Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation. and
  - vi. Must deal with the Claim in a manner that is independent of Museums Victoria or the Claimant; and
  - vii. Must consider evidence that the Claim may not be isolated to Museums Victoria subject to the Claim but may affect Employees from multiple VPS Employers or other public sector employers not covered by this Agreement; and
  - viii. May jointly deal with a Claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and
  - ix. Must consider the views of the Claimant prior to jointly dealing with multiple Claims or disputes; and
  - x. May otherwise deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the Gender Equality Act 2020 (Vic). This can include mediation, conciliation, making recommendations or offering opinions.
- j. If a Claim is unable to be resolved by the Commissioner, either the Claimant or Museums Victoria may refer the Claim to the FWC as a dispute of a collective character for resolution pursuant to **clause 14.6** and **clause or 14.7**.
- k. This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- l. A Claimant may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.
- m. The Claimant and Employer and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- n. Whilst a Claim 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 Museums Victoria of this concern and has not unreasonably

failed to comply with a direction by Museums Victoria to perform other available work that is safe and appropriate for the Employee to perform. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.

### **33.5. Gender Equality Action Plans**

Museums Victoria will consult with the CPSU in the preparation of Gender Equality Action Plans under the Gender Equality Act 2020 (VIC).

## **34. Gendered Violence**

**34.1.** Gendered violence is physical, sexual, psychological or economic harm directed at a person because of their gender, gender identity, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles. Gendered violence includes:

- violence directed at women because they are women;
- violence directed at a person because they identify as lesbian, gay, bisexual, trans and gender diverse, intersex, queer, asexual and questioning (LGBTIQ+)
- violence directed at a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.

Gender inequalities, sexism, homophobia and transphobia at work drive gendered violence in the workplace.

Gendered violence can be perpetrated by those who are external to the workplace (such as contractors) and those that are internal to the workplace (such as work peers and managers).

**34.2.** MV, the CPSU and employees are committed to working together to eliminate gendered violence, so far as is practicable, in the workplace.

## **35. Lateral Violence**

**35.1.** Lateral violence is a term that describes the way people in positions of powerlessness, covertly or overtly direct their dissatisfaction inward toward each other, toward themselves, and toward those less powerful than themselves

**35.2.** The parties to the agreement are committed to working together to identify and resolve all instances of lateral violence in the workplace.

**35.3.** Throughout the life of the agreement, the Parties commit to the resourcing and development of Strategies, Programs and Initiatives, to educate staff on the harm of lateral violence, support victims and help build a culture of safety, respect and inclusivity.

## **36. Usual Place of Work**

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

**36.1. Permanent Transfer of Work Location**

Where Museums Victoria wishes to assign work to the Employee that will require permanent change to the work location, the change to location must occur in accordance with **clause 13** (Implementation of Change).

**36.2. Temporary Transfer of Work Location**

Where Museums Victoria wishes to assign work to the Employee that will require a temporary change to their work location, a minimum two weeks' notice must be given, or a lesser period if agreed between Museums Victoria and the Employee.

**36.3. Employee Hardship**

- a. Where Museums Victoria proposes to change an Employee's usual place of work on a permanent or temporary basis, the Employee may submit a proposal which outlines the demonstrable hardship suffered by the Employee as a result of the proposed change.
- b. Museums Victoria must take into consideration the hardship demonstrated by the Employee when determining whether to change the Employee's usual place of work.

**36.4. Excess Travelling Time**

- a. An Employee who is temporarily required to undertake duties at a location other than a Museums Victoria venue will have any period of additional travelling time regarded as time worked.
- b. Where an Employee is required to travel interstate or overseas, the Manager and the Employee shall agree in advance the travel arrangements and the hours to be worked by the Employee.

**37. Redeployment**

- 37.1. The following Redeployment provisions will apply to Ongoing Employees identified as surplus to the requirements of Museums Victoria.
- 37.2. A skill and training needs assessment will be undertaken and attempts may be made to redeploy the Employee into a position at comparable salary within Museums Victoria where this appears a realistic proposition. Surplus staff will be given priority consideration for vacancies within Museums Victoria.
- 37.3. Any such Redeployment period will typically continue for an initial period of up to three months, although this can be reduced following consultation and agreement between Museums Victoria and Employee and their nominated representative.
- 37.4. Where a suitable vacancy exists for which a redeployee is suitable and is either the only candidate or the best candidate among redeployees a valid offer will be made.
- 37.5. A valid offer consists of an offer of Employment to an Employee whose skills and qualifications are suitable for the role and which may be at the same or different level or status, or the same or different place of work, as the Employee's previous employment.
- 37.6. If Redeployment within Museums Victoria does not appear to be a realistic proposition, and subject to agreement between Museums Victoria and the



Employee, Museums Victoria will endeavour to arrange Redeployment to another agency within the Victorian Public Sector.

- 37.7. After three months, Redeployment arrangements will be reviewed. If Management remains confident that a successful placement within Museums Victoria can be achieved the Redeployment period may be extended, subject to a review, at a maximum of three monthly intervals.
- 37.8. The Employee will be provided with meaningful work and retain their existing classification level and salary during the period of Redeployment.
- 37.9. Where a placement at a comparable level does not occur, the Employee may be placed in a position of a lower work value and maintenance of salary will be applicable for a period of six months. If Museums Victoria remains confident that a successful placement into a position at the Employee's substantive salary appears a realistic proposition, salary maintenance may be extended for a further six month period.
- 37.10. Where a suitable placement is unable to be provided for the Employee, Museums Victoria may terminate the Employee's employment and the Employee shall be entitled to receive retrenchment payments consistent with the Victorian Government's Public Sector Redundancy Policy, as appropriate. The Government Public Sector redundancy policy does not form a part of this agreement.
- 37.11. Fixed-term and Casual Employees do not have access to these redeployment / retrenchment provisions.

## **38. Management of Unsatisfactory Performance**

### **38.1. Purpose**

The purpose of this clause is to:

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

### **38.2. Application**

- a. Subject to applicable Victorian and Federal legislation, action taken by Museums Victoria in relation to unsatisfactory work performance will be consistent with this clause.
- b. This clause applies to all employees except casual employees and employees subject to a probationary period of employment.

### **38.3. Referred Unsatisfactory Work Performance Matters**

- a. Museums Victoria may at any time elect, where there is reasonable cause, to manage the employee's work performance in accordance with **clause 39** (Management of Misconduct).

- b. Once an election has been made by Museums Victoria under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 39** (Management of Misconduct).

**38.4. Meaning of Unsatisfactory Work Performance**

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

**38.5. Procedural Fairness to Apply**

- a. The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- b. All parties involved in the process will commit to completing it as quickly as practicable.
- c. Before commencing formal unsatisfactory work performance processes, Museums Victoria must:
  - i. tell the employee the purpose of the meeting;
  - ii. provide the employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in this clause;
  - iii. provide a reasonable opportunity for the employee to seek advice from the CPSU or a representative of their choice before the unsatisfactory work performance process commences; and
  - iv. allow the employee the opportunity to provide details of any mitigating circumstances.

**38.6. Employee Representation**

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

**38.7. Prior to Commencing Process:**

Museums Victoria must:

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

**38.8. Commencing the Formal Unsatisfactory Work Performance Process**

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

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

### **38.9. First Stage – Formal Counselling**

- a. The first stage of formal management of unsatisfactory work performance is formal counselling of the employee. Museums Victoria must.
  - i. advise the employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
  - ii. outline the standard required of the employee;
  - iii. provide the employee with an opportunity to respond within a reasonable timeframe; and
  - iv. provide the Employee with an opportunity to improve within a reasonable timeframe.
- b. The employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- c. A record of the formal counselling session will be placed on the employee's personnel file.
- d. If Museums Victoria determines that the employee has met the required standard of performance during the reasonable timeframe referred to in **clause 38.9 a iv** Museums Victoria will notify the employee that:
  - i. the formal unsatisfactory work performance process has been completed; and
  - ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
  - iii. A copy of this notification will be placed on the employee's personnel file.

### **38.10. Second Stage – Formal Written Warning**

- a. The employee will be given a formal written warning by Museums Victoria, if:
  - i. the employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 38.9.a iv**
  - ii. the employee engages in further unsatisfactory work performance.

- b.** Museums Victoria must:
  - i. advise the employee of the unsatisfactory work performance;
  - ii. outline the standard required of the employee; and
  - iii. provide the employee with an opportunity to respond within a reasonable timeframe; and
  - iv. provide the employee with an opportunity to improve within a reasonable timeframe.
- c.** The formal written warning must indicate:
  - i. the standard expected of the employee;
  - ii. where and how the employee is not meeting this standard; and
  - iii. the consequences if the employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the employee's employment.
- d.** The written warning will be placed on the employee's personnel file.
- e.** If Museums Victoria determines that the employee has met the required standard of performance during the reasonable timeframe referred to in **clause 38.9.a iv**, Museums Victoria will notify the employee that:
  - i. the formal unsatisfactory work performance process has been completed; and
  - ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
  - iii. A copy of this notification will be placed on the Employee's personnel file

### **38.11. Third Stage – Final Warning**

- a.** The employee will be given a final written warning by Museums Victoria if:
  - i. the employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 38.9.a iv**; and/or
  - ii. the employee engages in further unsatisfactory work performance.
- b.** Museums Victoria must:
  - i. advise the employee of the unsatisfactory work performance;
  - ii. outline the standard required of the Employee; and
  - iii. provide the employee with an opportunity to respond within a reasonable timeframe.
  - iv. provide the Employee with an opportunity to improve within a reasonable timeframe.

- c. The formal written warning must indicate:
  - i. the standard expected of the employee;
  - ii. where and how the employee is not meeting this standard; and
  - iii. the consequences if the employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the employee's employment.
- d. The final written warning will be placed on the employee's personnel file
- e. If Museums Victoria determines that the employee has met the required standards of performance during the reasonable timeframe referred to in **clause 38.11 b iv**

Museums Victoria will notify the employee that:

- i. the formal unsatisfactory work performance process has been completed; and
  - ii. no further action will be taken by Museums Victoria unless the employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
  - iii. A copy of this notification will be placed on the Employee's personnel file.
- f. Determination of Unsatisfactory Work Performance Outcome
    - i. In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 38.9 and 38.10** and on receipt by the employee of the final written warning in accordance with **clause 38.11**, Museums Victoria will advise the employee of the employee's continued or repeated unsatisfactory work performance and provide the employee with a reasonable opportunity to respond.
    - ii. After considering the Employee's performance and response (including any failure to respond in accordance with clause 38.11 f i Museums Victoria will determine the unsatisfactory work performance outcome that is to apply to the Employee.
  - g. The possible outcomes are:
    - i. assignment of the employee with or without their agreement to a role at a classification level or Value Range lower than the employee's current classification level or Value Range; or
    - ii. termination of the employee's employment.
  - h. Museums Victoria will advise the employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the employee's personnel file.

### **38.12. Disputes**

- a. Any dispute arising under this clause, may only be dealt with in accordance with **clause 14 (Employee Grievance and Dispute Resolution)** when any of the following are placed on the employee's personal file in accordance with this clause. (this may include whether **clause 38.5 (Procedural Fairness to Apply)** has been complied with in coming to a decision).
  - i. A record of formal counselling
  - ii. A formal written warning
  - iii. A final written warning
  - iv. A notification given to the employee pursuant to clauses 38.9.d, 38.10.e or 38.11.e; or
  - v. A record of unsatisfactory work performance outcome.

### **38.13. Transitional Provisions**

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

- i. new matters must be dealt with under this clause from the date this Agreement comes into effect; and
- ii. matters commenced but not concluded may continue in accordance with **clause 37** of the Museum Victoria Staff Partnership Agreement 2016.

## **39. Management of Misconduct**

**39.1.** The purpose of this clause is to:

- a. establish procedures for managing misconduct or alleged misconduct of an Employee; and
- b. provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace; and
- c. reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- d. manage the Employee's performance in accordance with this **clause 39** instead of **clause 38** (Management of Unsatisfactory Performance) where Museums Victoria determines that it would be more appropriate.

### **39.2. Application**

- a. Subject to applicable Victorian and federal legislation, action taken by Museums Victoria in relation to misconduct will be consistent with this clause.
- b. This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

### **39.3. Meaning of misconduct**

For the purposes of this clause, misconduct includes:

- a. a contravention of a provision of the PAA (Vic), the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment; or
- b. improper conduct in an official capacity; or
- c. a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction; or
- d. an Employee making improper use of their position for personal gain; or
- e. an Employee making improper use of information they acquired by virtue of their position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the VPS or the public sector.

**39.4. Referred matters under clause 38**

Any matters that have arisen under the management of unsatisfactory work performance process in **clause 38** may be considered in the misconduct process pursuant to this **clause 39**.

**39.5. Employee representation**

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the misconduct process.

**39.6. Procedural fairness to apply**

- a. The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- b. All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- c. Museums Victoria will:
  - i. advise the Employee of the purpose of any meetings; and
  - ii. provide the Employee with a copy of the formal process to be followed; and
  - iii. provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and
  - iv. allow the Employee the opportunity to provide details of any mitigating circumstances.
- d. Museums Victoria must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 39**.

### 39.7. Directions

- a. Where Employee misconduct is alleged, Museums Victoria may do any of the following:
  - i. make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 39.10**; and/or
  - ii. determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **clause 39.10**; and/or
  - iii. direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
  - iv. direct the Employee not to speak to other Employees of Museums Victoria about the matter or not to visit certain places of work; and/or
  - v. suspend the Employee with pay.
- b. In the event that Museums Victoria suspends the Employee with pay under clause 39.7 a v Museums Victoria will:
  - i. review this decision no later than a date which is four weeks after the commencement of the suspension; and
  - ii. confirm whether the suspension is to continue or is no longer necessary.
- c. Museums Victoria will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 39**.

### 39.8. Advising the Employee

- a. As soon as practicable after an allegation of misconduct has been made and Museums Victoria has determined in accordance with clause 39.7 a (i) or clause 39.7 a (ii) that an investigation is required, Museums Victoria will advise the Employee of the alleged misconduct in writing.
- b. The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

### 39.9. Admissions by Employee

- a. The Employee may at any stage elect to admit the alleged misconduct.
- b. If the Employee admits the alleged misconduct, Museums Victoria may:
  - i. determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or
  - ii. may proceed immediately to the determination of the misconduct **clause 39.12** by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with **clause 39.11**.



### **39.10. Investigation of alleged misconduct**

- a. Where an investigation is required, Museums Victoria will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.
- b. Museums Victoria will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- c. The investigation may include:
  - i. collecting any relevant materials; and
  - ii. speaking with the Employee; and
  - iii. speaking with any relevant witnesses; and
  - iv. providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct; and
  - v. seeking an explanation from the Employee; and
  - vi. investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.
- d. In relation to each allegation of misconduct, the investigator will make findings as to whether:
  - i. the allegation is substantiated; or
  - ii. the allegation is not substantiated.
- e. Where the investigator makes a finding that an allegation is not substantiated, which is accepted by Museums Victoria, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- f. Where the investigator makes a finding that the allegation is substantiated, Museums Victoria will consider this information and propose a discipline outcome.

### **39.11. Opportunity for response by Employee**

- a. As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.
- b. The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

### **39.12. Determination of discipline outcome**

- a. Museums Victoria will consider:
  - i. the findings of the investigator; and
  - ii. any recommendations as to the appropriate disciplinary outcome; and

- iii. any response of the Employee (including any admission of misconduct under **clause 39.9**); and
  - iv. any prior disciplinary outcomes,
  - v. and then determine the discipline outcome that is to apply to the Employee.
  - vi. The discipline outcome must not be disproportionate to the seriousness of the matter.
- b. The possible discipline outcomes are:
- i. no action; or
  - ii. performance management; or
  - iii. formal counselling; or
  - iv. formal warning; or
  - v. final warning; or
  - vi. assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:
    - Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee with or without their agreement to a different work location;
    - Where the disciplinary outcome includes a transfer of the Employee to a different work location, this will not preclude the Employee from being entitled to payment of any applicable relocation allowance in accordance under **clause 36 (Usual Place or Places of Work)**;
  - vii. transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with **clause 36 (Usual Place of Work)**); or
  - viii. termination of employment.
- c. In order to avoid a more severe discipline outcome being applied to an Employee, Museums Victoria may apply the discipline outcomes listed in **clause 39.12 b (i) to clause 39.12 b (vii)** together to form a single disciplinary outcome.
- d. Museums Victoria will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

### **39.13. Informing Employee who raised allegation of misconduct**

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

#### 39.14. Disputes

- a. Any dispute arising under this clause may only be dealt with in accordance with **clause 14.1** (Resolution of Grievances and Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 39.6** has been complied with in Museums Victoria coming to a decision):
  - i. a record of formal counselling; or
  - ii. a formal written warning; or
  - iii. a final written warning; or
  - iv. a record of discipline outcome.
  
- b. Despite clause 39.14.a, a party to a misconduct investigation, may use clause 14.1 (Resolution of Grievances and Disputes) over the application of clause 39.6.b when:
  - i. a misconduct investigation under **clause 39.10** has not been completed within six months of the Employee being advised of alleged misconduct under **clause 39.8**, and
  - ii. the party considers the delay to be unreasonably caused by the other party.

#### 39.15. Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **clause 39** is also the subject of a criminal investigation or criminal proceedings, Museums Victoria is not required to delay or cease the management of misconduct process under this **clause 39** but Museums Victoria may exercise its discretion to do so.

### 40. Termination of Employment

#### 40.1. Termination by Museums Victoria

- a. Museums Victoria may terminate the employment of an Employee in accordance with s33 of the *Public Administration Act 2004 (Vic)* i.e.:
  - i. on the ground of redundancy; or
  - ii. if the Employee refuses a transfer to other duties; or
  - iii. if the Employee is found guilty of a criminal offence punishable by imprisonment, including an offence committed before, but not dealt with until after, the Employee became an Employee; or
  - iv. if the Employee is guilty of serious misconduct; or
  - v. if the Museums Victoria is satisfied that the Employee is inefficient or incompetent in the discharge of their duties; or
  - vi. if Museums Victoria is satisfied that the Employee has abandoned their employment; or

- vii. if the Museums Victoria is satisfied that the Employee has, in connection with their application for employment, given false or misleading information; or
  - viii. for any other reason consistent with the terms and conditions of their employment.
- b.** Museums Victoria 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.
- c.** In calculating any payment in lieu of notice, the salary an Employee would have received for the ordinary time they would have worked during the period of notice, had their employment not been terminated, will be used.
- d.** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Museums Victoria making payment for the remainder of the period of notice, subject to agreement between the Parties.
- e.** The period of notice in this clause, will not apply in the case of dismissal for serious misconduct.

#### **40.2. Employee Resignation**

- a.** An Employee, other than a Probationary Employee, may resign at any time by giving the following period of written notice to the Museums Victoria:
- i. for Employees in Grades 1 - 4, a minimum of four weeks' notice, or a lesser period if agreed; and
  - ii. for Employees in Grades 5 and above, a minimum of four weeks' notice;
- b.** A Probationary Employee may resign at any time without providing a notice period, subject to them having completed the hours of work for which they may have been paid

#### **40.3. Abandonment of Employment**

- a.** Abandonment of employment is the unapproved absence of an Employee without reasonable grounds as described in **clause 40.3.b.**
- b.** Museums Victoria is entitled to regard the employment of an Employee as abandoned if:
- i. the Employee has been absent for more than 20 working days without the approval of Museums Victoria; and
  - ii. the Employee has not provided Museums Victoria with a reasonable explanation for their absence; and
  - iii. Museums Victoria, after having made reasonable inquiries, could not reasonably be aware of any reasonable grounds for the absence.
- c.** Abandonment of employment constitutes grounds for termination by Museums Victoria if the employment has not otherwise ended.

- d. If Museums Victoria terminates an Employee's employment due to abandonment of employment, Museums Victoria will provide notice of termination or pay in lieu of notice in accordance with **clause 40.1.b** .

#### **40.4. Statement of Employment**

- a. The Museums Victoria must, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of their employment and the classification of, or the type of work performed by, the Employee.
- b. Where the Museums Victoria terminates an Employee's employment, the Museums Victoria must provide a written statement of reasons for dismissal at the Employee's request.

#### **40.5. Rights not Limited**

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

### **41. Costs of Employment Related Legal Proceedings**

- 41.1. If an Employee is required to attend or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the Employee's duties, Museums Victoria must meet the Employee's reasonable legal costs relating to the Employee's appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or a Coroner's inquest.
- 41.2. Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing their duties, Museums Victoria will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.
- 41.3. Where, as a direct consequence of the Employee legitimately and properly performing their duties, it is necessary to obtain an intervention order or similar remedy against a person, Museums Victoria will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 41.4. An Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

## PART 5 – SALARY AND RELATED MATTERS

### 42. Salary Increases, Productivity Payment and Grade 1 Classification

#### 42.1. Salary Increases

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

DATE OF EFFECT	PERCENTAGE INCREASE
20 March 2020	1.50%
1 December 2020	1.25%
1 September 2021	1.50%
1 June 2022	1.25%
1 March 2023	1.50%
1 December 2023	1.00%

42.2. Effective on each occasion, the top and base of each salary grade described in **APPENDIX 1 – SALARY STRUCTURE** are to be increased by the percentage increases specified.

#### 42.3. Allowance Adjustment

- a. All work and condition allowances in the Agreement will be increased by the same increases and from the same operative dates as provided in **clause 42.1** above.
- b. An exception to this is the entitlements provided in **clause 50.1** (First Aid) and **clause 50.2** (Footwear Reimbursement) which will be increased based on the annual rates in the relevant table. These annual rates incorporate both July and January increases for the relevant year.

### 43. Agility Principles

43.1. The parties agree to interpret and apply this Agreement consistently with the following principles aimed at promoting workforce agility:

- a. The work required of Museums Victoria is not static but always evolving, the pace and scale of technological advancement, changing community service delivery expectations and the need to respond to evolving advancements in the museums field.
- b. These agility principles will enable Museums Victoria to respond to current, and future, operational demands.
- c. The core agility principles are centred on providing operational agility at Museums Victoria.

- 43.2.** The parties agree that the agility principles will be operationalised over the life of the Agreement, through a range of evolving workplace practices, modes of work and service delivery. These may include, but are not limited to:
- a. A model where employees are temporarily moved to projects, teams, locations or programs across MV based on their core skills and capabilities, and
  - b. A model where employees, in line with their core skills and capabilities, are assigned temporarily to alternate/different work when required, and
  - c. A model where managers and departments may be temporarily adjusted to align with business requirements.
- 43.3.** These agility principles are not intended to disadvantage Employees in their employment.
- a. Employees can only be temporarily placed into positions that are of the same VPS Grade and Value Range, and, into positions that are in line with their core skills and capabilities.
  - b. **Clause 15** Workload continues to apply to these agility principles. and
  - c. Museums Victoria will provide the employee with at least two weeks-notice prior to undertaking work within these principles; and
  - d. MV will explain the changes, including the business need for the change, to relevant employees, and their representatives if appointed, and
  - e. Employees have the opportunity to discuss the temporary changes with their manager prior to commencement, and
  - f. Where there is an unexpected need for an employee to be placed into another position, or at another location, with short notice under the agility principles, Museums Victoria will only engage employees in such circumstances with prior agreement. Museums Victoria will establish a list of employees who have indicated their preference (agreement) to be placed into another position at short notice. and
  - g. Where an employee is asked to work temporarily at a different location to their usual place of work, any additional travel time will be regarded as time worked. and
  - h. Employees may refuse requests to be temporarily placed into another position, or at another location, on grounds such as but not limited to; caring responsibilities, OHS risks, or where travel to another location is not practical. and
  - i. An affected employee and/or team may raise a dispute in accordance with **clause 14** (Resolution of Grievances and Disputes).

#### 44. Agility Payment

44.1. Employees will be paid an annual lump sum agility payment in recognition of the Parties commitment to the agility principles:

44.2. The agility payments will be made as once off lump sum payments on the dates set out in the table below, pro-rata for Part-time and Casual Employees.

Grade	Value Range	Commencement	1 July 2021	1 July 2022	1 July 2023
VPS 1	1.1	\$642	\$655	\$668	\$682
VPS 2	2.1	\$757	\$772	\$788	\$803
	2.2	\$851	\$868	\$886	\$903
VPS 3	3.1	\$963	\$982	\$1,002	\$1,022
	3.2	\$1,056	\$1,077	\$1,099	\$1,121
VPS 4	4.1	\$1,222	\$1,246	\$1,271	\$1,297
VPS 5	5.1	\$1,373	\$1,400	\$1,428	\$1,457
	5.2	\$1,503	\$1,533	\$1,564	\$1,595
VPS 6	6.1	\$1,781	\$1,817	\$1,854	\$1,891
	6.2	\$2,039	\$2,080	\$2,122	\$2,165
VPS 7	7.1	\$2,318	\$2,365	\$2,412	\$2,461
	7.2	\$2,566	\$2,618	\$2,671	\$2,724
	7.3	\$2,815	\$2,871	\$2,929	\$2,988

#### 45. Classification and Salary

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

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

45.3. Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors at **APPENDIX 3 – and APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS.**

45.4. The salary rates are detailed at APPENDIX 1 – SALARY STRUCTURE

45.5. Classification and Salary on Appointment

a. Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Grade Standard Descriptors and the



Classification and Value Range Standard Descriptors at **APPENDIX 3 – and APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS.**

**45.6. Grade 1 Classification**

- a. The parties agree that the Grade 1 classification will become a training grade. Employees classified as Grade 1 when this Agreement commences operation will transition to Grade 2 effective from that date.
- b. The parties agree to review the Grade 1 classification over the life of this Agreement to ensure that the classification standards are appropriate for a training grade.

**46. Role and Classification Review**

**46.1. Annual Review of Role Statements**

The role statement of an Employee shall be reviewed annually by the Manager and the Employee in line with the Performance Development and Progression cycle (see **clause 47 (Performance Development and Progression within a Value Range)**)

- 46.2.** Where it is deemed necessary by the Manager, the role statement will be updated to reflect any change in duties. Where there has been a substantial change in the role statement the Manager shall refer the role statement for a classification review against the benchmarks specified in the Classification and Value Range standard descriptors at **APPENDIX 3 – and APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS.**

**46.3. Classification Review**

- a. Notwithstanding **clause 46.1** (Annual Review of Role Statements), a proposal to reclassify a position may be made by:
  - i. the Manager of the position or other appropriate person with Management responsibility for the position; or
  - ii. the occupant, following preliminary discussion with their Manager to about the requirements of the position.
- b. A proposal will be forwarded to the Head of People & Culture and shall include:
  - i. a new position description which reflects the current and on-going duties, which may be verified by the Manager as an accurate reflection of the duties required;
  - ii. documentation defining any changes to the skill set required for the position, which may form part of the role statement;
  - iii. a classification application form, which includes the proposed classification level and the signature of the person putting forward the proposal;
  - iv. a supporting statement providing the rationale and any reasons supporting a change in the work value and classification of the role, and any other supporting documentation.
  - v. the existing role statement for comparative purposes

- c. The classification review process shall take no longer than 90 days to complete from the date that the proposal is forwarded to the Head of People & Culture for review.
- d. The determination of the proposal will occur through a process of reviewing the submitted proposal, consulting the Employee and the Manager, and classification of the role against **APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS**.
- e. Where an Employee believes that there has been an error in the classification process or classification outcome, the Employee may have the matter referred to an agreed external independent classification expert who will hear and determine the matter.
- f. If following the independent classification outcome, the Employee believes the process was inconsistent with the principles of procedural fairness and natural justice, the Employee may make application to have Fair Work Australia hear and determine the matter

## **47. Performance Development and Progression within a Value Range**

### **47.1. Transitional Arrangement**

- a. Performance development and progression arrangements for the Performance Cycle 1 July 2019 to 30 June 2020, will be completed under existing performance development and progression arrangements in the Museums Victoria Staff Partnership Agreement 2016.
- b. The Performance development and progression arrangements outlined this clause, will operate for the Performance Cycle commencing 1 July 2020, with the following transitional arrangements:
  - i. Performance Development Plans agreed between 1 July 2020 and the commencement of this Agreement, prepared in accordance with the performance development and progression arrangements in the Museums Victoria Staff Partnership Agreement 2016, will be taken to have been prepared in accordance with this clause;
  - ii. An Employee appointed on probation between 1 July 2020 and the commencement of this Agreement will be eligible to access progression in accordance with **clause 5.4.3(d)** of the Museums Victoria Staff Partnership Agreement 2016 for the 2020/21 Performance Cycle.
  - iii. An Employee who obtains a promotion to a position at a higher Grade or Value Range, or otherwise negotiated a salary increase, between 1 July 2020 and the commencement of this Agreement, will be eligible to access progression in accordance with **clause 5.4.3(d)** of the Museums Victoria Staff Partnership Agreement 2016 for the 2020/21 Performance Cycle.
  - iv. The eligibility requirements set out at **clause 47.6** below apply on and from the date this Agreement commences operation.
  - v. The entitlement to additional Progression payments for Employees returning from Primary Caregiver Parental leave applies in respect of a

period of Primary Caregiver Parental leave which commences on or after 1 July 2020.

**47.2. Performance Cycle and Review**

- a. The performance development and review process is the framework within which an Employee’s performance and development is planned, managed and reviewed to determine whether an Employee is entitled to Progression or a Top of Grade or Value Range Payment at the end of the Performance Cycle.
- b. “Progression” means advancing to the next Progression Step for VPS 1-4 or adding the next progression amount to substantive Salary for VPS 5-7 in accordance with this clause. Progression Steps and Progression Amounts are referred to in the final column of **APPENDIX 1 – SALARY STRUCTURE**.
- c. “Top of Grade or Value Range Payment” means the 1 per cent lump sum of the Employee’s Salary as at 30 June of the Performance Cycle, paid in accordance with this clause to an Employee at the top of their Grade or Value Range in lieu of Progression.
- d. The Performance Cycle is twelve months (1 July to 30 June).
- e. All Employees must participate in the performance development and review process, including in the development of performance development plans and conduct of performance discussions and reviews.
- f. Employees who refuse to participate in the performance development and review process will be ineligible for Progression or Top of Grade or Value Range Payment, unless the Employee’s lack of participation is due to Museums Victoria’s failure to initiate the performance development process.
- g. The performance development and review process has three formal stages:

**Table 1: Performance development and review process**

Stage	Description
Commencement of the Performance Cycle	Employer and Employee agree a performance development plan outlining: <ul style="list-style-type: none"> <li>• the agreed performance goals appropriate to the Employee’s role; and</li> <li>• the agreed learning and development goals required for the Employee’s role and/or to build the Employee’s professional capacity and career opportunities.</li> </ul> In addition, the Employee is expected to comply with the Public Sector Values and Code of Conduct for Victorian Public Sector Employees. Collectively these three elements constitute the Employee’s Progression Criteria. The expected standard for the setting of Progression Criteria is outlined in <b>clause 47.3</b> .
Mid-Cycle Performance Review	Undertaken around the mid-point of the Performance Cycle, Museums Victoria and Employee meet to monitor and assess the Employee’s performance towards meeting their Progression Criteria.
End of Cycle Performance Review	Undertaken at the end of each Performance Cycle during which the Employee’s performance throughout the Performance Cycle is assessed to determine whether they have met the Progression Criteria.

- h. All Employees can expect informal and formal feedback about their performance throughout the Performance Cycle from their supervisor or manager.

#### **47.3. Progression Criteria**

- a. The Progression Criteria are to be agreed with each Employee at the start of the Performance Cycle or on the Employee's commencement in a role. The Progression Criteria may be adjusted by agreement during the Performance Cycle.
- b. Progression Criteria should be sufficiently detailed and clear to enable proper assessment of performance to occur and be consistent with the Employee's role, skills, capabilities and the relevant Classification Descriptors outlined in Schedule E of the Agreement. The expected capabilities, responsibilities and behaviours appropriate to the role may be weighed and combined to develop the Progression Criteria.
- c. Central to the performance development and review process is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant Progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

#### **47.4. Setting Progression Criteria:**

- i. VPS 1 to 4 Classified Employees

For VPS Grades 1 to 4 (or equivalent), Progression Criteria will not be as onerous as those required for VPS 5 through VPS 7 (or equivalent).

While VPS Grades 3 and 4 (or equivalent) are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed Progression Criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the Salary points.

- ii. VPS 5 to VPS 7

In setting Progression Criteria for VPS 5 to VPS 7 (or equivalent) classified Employees it is expected Progression Criteria will:

- include measures of excellence and skill acquisition; and
- be commensurate with the higher level of responsibility expected of positions of these Grades; and
- be more challenging and difficult to achieve.

- a. Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to build professional capacity and career opportunities.

**47.5. Progression Steps, Progression Amounts and Top of Grade or Value Range payment**

- a. Within each Value Range of Grades 1 to 4 there are Progression Steps (expressed Salary points) as detailed in the table of **APPENDIX 1 – SALARY STRUCTURE**.
- b. Within VPS Grades 5 to 7 there are standard Progression Amounts as detailed in the table of **APPENDIX 1 – SALARY STRUCTURE**. The Progression Amounts are expressed in terms of dollars and are common to all Employees within a given Grade/Value Range.
- c. Progression Steps or Amounts within Value Ranges are not points of defined work value. Progression within the salary structure will not be automatic, consistent with wage fixing principles.
- d. An Employee at the top of their Grade or Value Range who achieves Progression (as described in **clause 47.9**), will, in lieu of a Progression Step or Progression Amount, receive a top of Grade or Value Range Payment equal to one per cent of the Employee's Salary as at 30 June of the relevant Performance Cycle.

**47.6. Eligibility requirements for Progression or a Top of Grade or Value Range Payment**

- a. Employees are eligible to be considered for a Progression or a Top of Grade or Value Range Payment unless any of the exclusions in **clause 47.6.b** apply.
- b. An Employee is not eligible to be considered for a Progression or Top of Grade or Value Range Payment in respect of a Performance Cycle if:
  - i. the Employee has been continuously employed with Museums Victoria for less than 12 months as at the end of the Performance Cycle; or
  - ii. the Employee obtained a promotion to a position at a higher Grade or Value Range, or otherwise negotiated a salary increase, within the performance cycle; or
  - iii. the Employee was subject to a formal underperformance process under **clause 38** (Management of Unsatisfactory Performance) at any time during the Performance Cycle; or
  - iv. the Employee is subject to proven misconduct as per **clause 39** during the course of the Performance Cycle. If the investigation of alleged misconduct spans more than one Performance Cycle, the eligibility exclusion is to be applied in the Performance Cycle in which the determination of the discipline outcome (under **clause 39.12** of the Agreement) is made. If a misconduct investigation is ongoing but has not yet concluded the Employee is eligible to be considered for Progression or Top of Grade or Value Range payment but Museums Victoria is not precluded from considering matters which have arisen under **clause 39** in assessing whether the Employee has met their Progression Criteria where it is fair and reasonable to do so.
- c. For the purposes of this clause a promotion does not include any moves to the next Grade or Value Range:
  - i. which resulted in the Employee receiving less than the equivalent of one progression step or amount, or

- ii. was achieved as a result of obtaining relevant work experience or a qualification which is part of an automatic career advancement pathway established in an Agency Specific Appendix, or
- iii. occurred following a job-re-sizing review process conducted under **clause 47.11** (Movement between Value Ranges).

**47.7. Eligibility requirements for Progression or Top of Grade or Value Range Payment – Higher Duties**

- a. If an Employee has been acting in a higher position for a period of twelve months at the end of the Performance Cycle and neither **clause 47.6 b.i**, **clause 47.6 b.iii** or **clause 47.6 b.iv** apply to the Employee, the Employee will be eligible to be considered for Progression or a Top of Grade or Value Range Payment for continued performance of the higher duties beyond 12 months.
- b. If an Employee progresses to the next progression step or amount while acting in a higher position, they will progress to the next Progression Step/ Amount within their substantive Grade (if applicable).
- c. An Employee who has been acting in a higher position for a period of less than twelve months at the end of the Performance Cycle, may be eligible to be considered for Progression or a Top of Grade or Value Range payment at their substantive Grade or Value Range, if they are not otherwise ineligible because of the operation of **clause 47.6**.

**47.8. Progression payments for Employees returning from Primary Caregiver Parental leave**

- a. An Employee is entitled to advance two progression steps or amounts or be paid two Top of Grade or Value Range payments in the following circumstances:
  - i. The Employee was not considered for Progression or a Top of Grade or Value Range payment due to the Employee's absence on a period of Primary Carer Parental Leave not exceeding 52 weeks; and
  - ii. The Employee is otherwise eligible to be considered for Progression or a Top of Grade or Value Range Payment; and
  - iii. The Employee is assessed as meeting progression criteria in the Performance Cycle in which the Employee returns to work.
- b. Any Progression or Top of Grade or Value Range payment will be processed by Museums Victoria at the same time as other progression outcomes resulting for the Performance Cycle following the Employee's return to work.
- c. An Employee's absence from work on parental leave for part of a relevant Performance Cycle must not disadvantage the Employee in Museums Victoria's application of the Progression Criteria.

**47.9. Achieving Progression or Top of Grade or Value Range Payment**

- a. Progression between progression steps or amounts or the payment of a Top of Grade or Value Range payment will occur if the Employee:
  - i. meets the eligibility requirements set out in clause 47.6 or clause 47.7 (as relevant); and

- ii. is assessed as having met their Progression Criteria at the End of Cycle Performance Review.
- b. An End of Cycle Performance Review is undertaken at the end of each Performance Cycle. The Employee's performance against the Progression Criteria is assessed by their supervisor or manager at that time.
- c. An Employee will not be disadvantaged where through Museums Victoria's act or omission:
  - i. learning and development opportunities are not available; or
  - ii. a Performance Development Plan is not completed, or
  - iii. a Mid-Cycle or End of Cycle Performance Review is not conducted.
- d. Where an Employee is assessed as having not met their agreed Progression Criteria, the Employee will not obtain Progression or be paid a top of Grade or Value Range Payment.

**47.10. Operation of Progression Steps or Amounts or Top of Grade of Value Range Payment where progression is achieved**

- a. Other than as provided for in **clause 47.10.b**, progression will take effect backdated to 1 July following the completion of the Performance Cycle to which the progression relates.
- b. For an Employee who:
  - i. has been ineligible to be considered for Progression or Top of Grade or Value Range payment for a period of 18 months or longer as a result of the operation of **clause 47.6 b i** and **clause 47.6 b iii** ; and
  - ii. is assessed as having met their Progression Criteria at the end of the first Performance Cycle in which the employee becomes eligible for progression after the exclusions prescribed in **clause 47.6 b i** and **clause 47.6 b iii** are complete;

progression will take effect backdated to 1 January in the Performance Cycle to which the progression relates, or the Employee's 18 Month Date, whichever is later.

- c. An Employee's 18 Month Date for the purposes of clause 47.10.b is the date 18 months after the Employee commenced employment in the VPS (if clause 47.6.b i, applies) or the date 18 months from the date of promotion for the purposes of clause 47.6.b iii.
- d. Top of Grade or Value Range payments will be paid as a lump sum processed by Museums Victoria at the same time as other progression outcomes resulting for the Performance Cycle following the Employee's return to work.

**47.11. Movement Between Value Ranges**

Employees and/or positions can move between Value Ranges. Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work Museums Victoria requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard

Descriptors at **APPENDIX 3 –** and **APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS.**

**47.12. Performance Standards**

- a. The performance standards detailed below may be weighted and combined, appropriate to the role, to make up an individual Employee's "progression criteria".
- b. Performance standards for all Grades are as follows:
  - i. achieving the performance targets;
  - ii. demonstrating public sector values and behaviours; and
  - iii. applying learning and development.
- c. Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.
- d. An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points. This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.
- e. Central to progression is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

**48. Casual Employees – Loading**

- 48.1. Employees employed on a Casual basis will receive a loading of 25%, in addition to the rates provided for in **clause 45 (Classification and Salary)**, as compensation in lieu of any entitlement to the following benefits:
  - a. clause 52 (*Accident Compensation*)
  - b. clause 57 (*Annual Leave and Annual leave loading*);
  - c. clause 58.1 (*Personal leave – incorporating sick leave, carer's leave*);
  - d. clause 59 (*Compassionate Leave*);
  - e. clause 62 (*Paid Parental Leave*);
  - f. clause 68 (*Cultural and Ceremonial Leave*);



- g. clause 72 (*Leave for Community Contributions*); and
- h. clause 74 (*Public Holidays*).

48.2. For the purposes of calculation of any allowance, loading (including the 25% casual loading) or penalty that a casual employee may be entitled to from time to time, the hourly rate exclusive of the 25% casual loading shall be used.

## 49. Shift Workers

49.1. A Shift Worker means an Employee who is required to work according to a roster which regularly requires them to work on a Saturday or Sunday or Public Holiday or outside the Span of Hours established in accordance with **clause 17 (Span of Hours)**.

49.2. Casual Employees are not considered to be Shift Workers.

49.3. Full-time Employees required to participate in a roster that regularly includes weekends and Public Holidays will be required to work an average of 76 hours over any 14 day cycle or 152 hours over any 28 day cycle. Part-time Shift Workers will work the appropriate pro-rata number of hours. Museums Victoria will determine details of rosters after consultation with Employees.

49.4. When establishing rosters, Museums Victoria will take into account the rostering principles at **APPENDIX 2 – ROSTERING PRINCIPLES** to this Agreement.

49.5. Where agreed in writing between Museums Victoria and Employees and their representatives, these arrangements may be varied at the local workplace level. Where Museums Victoria proposes major change to the roster, reasonable notice of at least one complete roster cycle, or a period mutually agreed, will be provided prior to implementation of the roster, to allow consultation and any objection to be raised which goes to the proposed change.

### 49.6. Penalty Payments for Shift Workers

Rostered Employees are entitled to the following allowances:

#### a. Weekend Penalty

- i. Shift Workers, who as part of their roster are required to work on a Saturday, will be paid at the rate of 50% additional of the ordinary hourly rate for each hour of duty i.e. time and a half.
- ii. Shift Workers, who as part of their roster are required to work on a Sunday, will be paid at the rate of 100% additional of the ordinary hourly rate for each hour of duty i.e. double time

#### b. Public Holiday Penalty

- i. Shift Workers who work on a Public Holiday will be paid 150% additional of the ordinary hourly rate for each hour worked i.e. double time and a half, with the option to take payment at 50% of their hourly rate and have one day in lieu of such holiday, pro-rata for part-time employees based on each additional hour worked.
- ii. Where five days in lieu have been accumulated, Employees must be paid 150% additional of the ordinary hourly rate for each additional hour

worked and will not have the choice of 50% of their hourly rate and one day in lieu.

- iii. Where it is agreed to substitute another day for a public holiday prescribed in **clause 74 (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 74 (Public Holidays)**.

#### **49.7. Shift Penalty**

Shift Workers who are required to perform shifts outside the Span of Hours on any day Monday to Friday (see **clause 17 Span of Hours**) will be paid an allowance at the rate of 15% additional of the ordinary hourly rate for each hour of duty on that day.

#### **49.8. Additional Leave for Shift Workers**

- a. Shift Workers, other than Irregular Part-Time Employees, will be entitled to Additional Leave as follows:
  - i. where their rostered time of ordinary duty includes at least ten Sundays during the calendar accrual year, an additional week's Leave; or
  - ii. where their rostered time of ordinary duty includes less than ten Sundays during the calendar accrual year, Additional Leave at the rate of one-tenth of a working week in respect of each Sunday worked.
- b. Irregular Part-time Shift Workers will be entitled to a pro rata amount of Additional Leave calculated on the basis of their annual full-time equivalent rostered time worked.
- c. Calculation of the entitlement to Additional Leave will be completed no later than the end of January of the following year.
- d. Subject to the approval of Museums Victoria, a Shift Worker may elect to have the Additional Leave paid out at their ordinary rate of pay.
- e. The employee must exhaust all Time in Lieu accrued in accordance with **clause 18.6** (Time in Lieu) and Time in Lieu accrued in accordance with **clause 19.4** (Time in Lieu of Penalty Payments) before accessing Additional Leave, unless exceptional circumstances arise that require the employee to not access their accrued Time in Lieu, and Additional leave must be taken before any annual leave, or paid out in accordance with **clause 49.8 f** below.
- f. Additional leave must be taken within a 12 month period from its crediting. All leave not taken within this 12 month time frame will be paid out prior to any additional credit being accrued.
- g. Shift Workers with additional leave in excess of 5 days accrual at the time of certification of this Agreement must liaise with their manager to create a leave plan, to reduce the balance to no more than 5 days in total, pro-rata in the case of Part Time Shift Workers.

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

## 50. Allowances

### 50.1. First Aid Allowance

- a. Where an Employee, in addition to their normal duties, agrees to be appointed by Museums Victoria as a first aid officer:
  - i. The Employee must hold a current first aid certificate issued by a Museums Victoria approved first aid training provider.
  - ii. Full-time Employees will be paid an allowance payable in fortnightly instalments.
  - iii. Part-time, Irregular part-time & casual employees will be paid an allowance on a pro-rata basis in fortnightly instalments.
  - iv. Where an employee is absent from work for any period of unpaid leave or paid parental leave (**clause 62 Parental Leave**), the first aid allowance will not apply.
  - v. This allowance will be as follows:

Date of Effect	Amount per Annum
1 July 2020	\$647
1 July 2021	\$660
1 July 2022	\$673
1 July 2023	\$686

- b. Museums Victoria must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.
- c. In special circumstances, an employee may be appointed by Museums Victoria as a First Aid Officer for a limited period of time to perform first aid duties for a fixed-term period. Such an employee must hold a current first aid certificate in accordance with **clause 50.1 a i** and cannot already be an ongoing first aid officer receiving a fortnightly allowance. Where a daily allowance applies, it shall be at the rate of \$10 per-day for the life of this agreement, up to a maximum of \$60 for each continuous occasion.
- d. In instances whereby the employee is appointed by Museums Victoria as a First Aid Officer for a period greater than 6 days, the applicable first aid allowance shall be paid on a pro-rata basis for all hours until the conclusion of the appointment. The rate of payment shall be consistent with **clause 50.1 a ii and iii**.

### 50.2. Footwear Reimbursement

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

- a. All Employees of the Visitor Engagement Department who are required to wear one of Museums Victoria's Visitor Engagement Officer uniforms must always wear appropriate footwear whilst on duty.

- b. Acceptable evidence will be a clearly legible original store/tax receipt that includes date(s) and details of the shoes/orthotics/footwear-support purchased over the period. This reimbursement is not cumulative.
- c. Eligible employees are encouraged to purchase approved footwear on commencement with Museums Victoria or in accordance with **clause 50.2 f**, however, can only be reimbursed for the purchase of approved footwear after three month of service. For all other employees, the reimbursement can only be claimed in the year that the approved footwear is purchased unless the footwear is purchased in December, and store/tax receipts, or invoices must be dated in the same calendar year that the reimbursement is to be claimed. Footwear purchased in December can be submitted for reimbursement in January.
- d. Reimbursement for the cost associated with the purchase of footwear does not include reimbursement of socks, postage and any other associated costs.
- e. No more than two pairs of shoes can be claimed per calendar year.
- f. Upon request by eligible employees, Museums Victoria may purchase the acceptable footwear on employees' behalf, up to the maximum amount detailed in **clause h** below, where the employee provides the details (e.g. size).
- g. Where, for medical reasons, an eligible employee, cannot wear acceptable footwear under this clause, a Medical Certificate indicating the type of footwear that can be worn and the period of restriction will be required.
- h. The Footwear allowance will be paid once per calendar year as follows:

<b>Date of Effect</b>	<b>Payment</b>
20 March 2020	\$247
1 January 2021	\$252.29
1 January 2022	\$257.26
1 January 2023	\$262.23

**50.3. On Call Allowance**

- a. Museums Victoria may require an Employee to be On Call outside the Employee's ordinary hours of work to perform work away from their usual place or places of work, which requires an immediate response. The Employee may also be required to be recalled to their usual place or places of work.
- b. Museums Victoria will, in consultation with the Employee, establish a roster for On Call duty.
- c. The Employee may refuse to be On Call where this may result in the Employee's working hours which are unreasonable having regard to:
  - i. any risk to the Employee's health and safety;
  - ii. the Employee's personal circumstances including family responsibilities;
  - iii. the needs of the workplace;
  - iv. the notice (if any) given by Museums Victoria of the stand-by and by the Employee's intention to refuse it; and
  - v. any other relevant matter.

**d. An Employee On Call:**

- i. must be able to be contacted immediately by an agreed means of communication provided by Museums Victoria;
- ii. must be able to travel to their usual place or places of work within a reasonable time;
- iii. will, if required to be recalled to work, be provided by Museums Victoria with appropriate transport or be reimbursed travel expenses in accordance with **clause 56 (Reimbursement of Expenses)** of this agreement; and
- iv. must be fit for duty.

**e. Museums Victoria must pay the following allowance for On Call duty:**

<b>Date of Effect</b>	<b>Per Night</b>	<b>Per Day / Night</b>
20-Mar-2020	\$30.71	\$61.95
1-Dec-2020	\$31.10	\$62.72
1-Sep-2021	\$31.56	\$63.66
1-Jun-2022	\$31.96	\$64.46
1-Mar-2023	\$32.44	\$65.42
1-Dec-2023	\$32.76	\$66.08

- f. The above Allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further following up.
- g. All work after the initial limited response to a telephone call or e-mail will be remunerated as Overtime in accordance with **clause 18.5 (Payment for Overtime)**. Where the Employee is not required to attend the workplace, they will have the Overtime paid as it is worked with no minimum hours applicable.
- h. An Employee who is required to attend the workplace is entitled to a minimum Overtime payment of three hours.
- i. Museums Victoria will provide employees who are required to be On Call with appropriate technology in order to fulfil their On Call duties and responsibilities.
- j. The On Call Allowance does not apply where On Call is incorporated into total remuneration or is otherwise compensated.

**50.4. Meal Allowance**

- a. An Employee will be reimbursed the reasonable cost of a meal actually incurred, where the Employee is required to work a period of overtime of at least two hours (excluding a meal break) on a day they normally work, was not advised of the requirement to work overtime 24 hours prior to the commencement of the overtime worked, and a meal break of at least 30 minutes is taken either:
  - i. between the completion of their ordinary hours for that day and the commencement of the overtime period, or
  - ii. during the period of that overtime.

- b. The reasonable cost of a meal is in line with that detailed by Australian Taxation Office, as amended from time to time.
- c. An Employee who is required to work a period of overtime on a day they are normally not required to work, will be reimbursed the reasonable cost of a meal provided they work at least five hours and a meal break of at least 30 minutes is taken.

## 51. Temporary Assignment

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

### 51.2. Higher Duties

- a. A Higher Duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position for a period longer than five consecutive working days. A "higher classified position" is a position classified at a higher Grade or Value Range.
- b. Payment will be made as follows:
  - i. where the Temporary Assignment position is classified at Value Range 1 of a higher Grade, payment will be made at the base of Value Range 1 of that higher Grade;
  - ii. where the Temporary Assignment position is classified at Value Range 2 of a higher Grade, payment will be made at the base of Value Range 2 of that higher Grade;
  - iii. where the substantive occupant of the Temporary Assignment position is paid at Value Range 2 of a higher Grade, as a result of progression, but the position is classified at Value Range 1, payment will be made at the base of Value Range 1 of that higher Grade.
- c. Where an appointment to a Temporary Assignment is to be made for other than the purpose of staff development, then in accordance with the *Public Administration Act 2004 (Vic)*, a process must be used which follows the standard for merit in employment.

### 51.3. Level of Allowance

- a. The level of allowance shall be in proportion to the extent of the Higher Duties performed (i.e. 25%, 50%, 75% or 100%).
- b. In exceptional circumstances, employees of grade 4 and below may be asked to perform Higher Duties on a one-off basis only, in a role which has been determined by Museums Victoria to be critical to daily operations;
  - i. To be considered as qualified to undertake Short Term Higher Duties, an employee must have successfully completed all relevant training identified by Museums Victoria as appropriate and demonstrate ongoing currency in the specified higher duties role, to the satisfaction of Museums Victoria.

- ii. The actual percentage shall be determined by Museums Victoria considering the skills and qualifications of the employee and the degree to which the functions of the full role are expected to be performed.
- iii. This clause shall not be used to undermine entitlements under the remainder of this **clause 51** (Temporary Assignment).

#### **51.4. Leave While Undertaking a Temporary Assignment**

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

## **52. Accident Compensation**

**52.1.** Where an Employee is absent from duty as a result of sustaining a work-related injury, the Employee is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, the Employee will, except where otherwise provided in this clause, be entitled to Accident Make-up Pay equivalent to their normal salary less the amount of weekly compensation payments.

#### **52.2. Payment – Maximum Entitlement**

- a. Museums Victoria will continue to provide accident make up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours. An entitlement to accident make up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, unless employment ceases or the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* cease.
- b. Museums Victoria may grant the Employee Leave Without Pay where an entitlement to accident make up pay has ended.

#### **52.3. Rehabilitation**

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

## **53. Payment of Salaries**

- 53.1.** Salaries, allowances, penalty or overtime payments due to an Employee must be paid by Museums Victoria by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, Museums Victoria will make provision for off-line payments.
- 53.2.** Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.
- 53.3.** Employees must be provided either in writing or electronically (at the discretion of Museums Victoria), with details of each pay regarding the make-up of their remuneration and any deductions.
- 53.4.** By agreement with Museums Victoria, the Employee may authorise deductions from salary for forwarding to superannuation funds.

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

## **54. Salary Packaging**

- 54.1.** Subject to the provisions of this clause, an Employee may choose to package their salary, subject to compliance with relevant taxation legislation.
- 54.2.** An Employee may enter into a Salary Packaging arrangement with their Employer using pre-tax salary in respect of, but not limited to, the following items:
- i. membership fees and subscriptions to professional associations;
  - ii. home office expenses;
  - iii. financial counselling fees;
  - iv. disability/income protection insurance premiums; and
  - v. self-education expenses
- 54.3.** All costs associated with Salary Packaging, including reasonable administrative costs, are to be met from the salary of the participating Employee.
- 54.4.** Participation in the scheme will not affect an Employee's salary for superannuation or any other purpose. Any money owed to Museums Victoria as a result of an Employee participating in the scheme must be repaid before the Employee leaves Museums Victoria.
- 54.5.** Participation in the scheme will be entirely voluntary and Employees will be responsible for obtaining their own financial advice regarding Salary Packaging. As not all options have necessarily beneficial financial outcomes, Employees are strongly recommended to seek independent financial advice.

## **55. Superannuation**

### **55.1. Superannuation Legislation**

- a.** Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the Employee applies.
- b.** The rights and obligations in these clauses supplement those in superannuation legislation.



## **55.2. Employer Contributions**

Museums Victoria must make such superannuation contributions to a superannuation fund for the benefit of an Employee, regardless of age, as this will avoid Museums Victoria being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

## **55.3. Voluntary Employee contributions**

- a. Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise Museums Victoria to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as Museums Victoria makes the superannuation contributions provided for in **clause 55.2**.
- b. An Employee may adjust the amount the Employee has authorised Museums Victoria to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to Museums Victoria.
- c. Museums Victoria must pay the amount authorised under clauses 55.3 a or 55.3 b no later than 28 days after the end of the month in which the deduction authorised under clauses 55.3 a or 55.3 b was made.

## **55.4. Superannuation fund**

Unless, to comply with superannuation legislation, Museums Victoria is required to make the superannuation contributions provided for in **clause 55.2** to another superannuation fund that is chosen by the Employee, Museums Victoria must make the superannuation contributions provided for in **clause 55.2** and pay the amount authorised under **clauses 55.3.a or 55.3.b** to one of the following superannuation funds:

- a. Museums Victoria's default superannuation fund; or
- b. any superannuation fund to which Museums Victoria was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- c. a superannuation fund or scheme which the Employee is a defined benefit member of.

## **55.5. Employer contributions in respect of Primary Caregiver Parental Leave**

- a. An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave which occurs on or after the commencement of the agreement .
- b. Museums Victoria will pay the superannuation contributions as a lump sum to the Employee's fund as provided for in **clause 55.4**.
- c. The lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Primary Caregiver Parental Leave.
- d. The quantum of superannuation contributions payable under this clause will be calculated based on:

- i. The number of weeks of Primary Caregiver parental leave taken by the Employee, capped at 52 weeks; and
- ii. The Employee's weekly pay calculated in accordance with **clause 62.25** of the Agreement; and
- iii. The applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

## **56. Reimbursement of Expenses**

- 56.1.** Museums Victoria will reimburse the Employee their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties, subject to the Employee providing the evidence accepted by Museums Victoria. Any claims for reimbursement must be submitted as soon as practicable, and within no more than one month, for which the expense is incurred.
- 56.2.** Allowable expenses include but are not limited to: travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location, as well as expenses incurred in using private motor vehicles and private mobile and home telephones.
- 56.3.** Employees who are directed to travel on official business for Museums Victoria will be provided a travel allowance (per-diem) for travel in accordance with existing Museums Victoria policies and procedures to cover food & beverage, or incidental expenses, the employee incurs when traveling away from their home overnight in the course of their duties.
- 56.4.** Private Motor Vehicle Use
  - a.** Museums Victoria encourages Employees to use Museums Victoria vehicles and public transport, including taxis, for travel for work purposes.
  - b.** Where an Employee is expressly authorised by Museums Victoria to use their private motor vehicle in the course of their employment, they will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of their employment. Reimbursement rates will be in accordance with the Australian Taxation Office's "Rates Per Business Kilometre".

## **PART 6 – LEAVE**

### **57. Annual Leave**

#### **57.1. Annual Leave Entitlement**

- a. An Employee accrues paid Annual Leave at the rate of four weeks' for each 12 months of employment with the entitlement being cumulative.
- b. Where an Employee works less than a full calendar year, Annual Leave will accrue at the rate of
  - i. 12 and 2/3 hours for each completed month of service for a full-time Employee; and
  - ii. at a pro rata rate for Employees whose ordinary hours of duty do not average 76 hours per fortnight.
- c. Consistent with **clause 30.3** (Part-time Employment), annual Leave for part-time employees will apply on a pro-rata basis.
- d. Annual Leave is credited in the first pay run after the completion of each calendar month and is calculated on the actual hours worked for that calendar month, excluding overtime.
- e. An Employee may request that whole or part of their Annual Leave be taken at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- f. Employees are only eligible to take Annual Leave which has actually been accrued.

#### **57.2. Cashing Out of Annual Leave**

- a. Annual leave must not be cashed out except in accordance with this clause.
- b. Museums Victoria and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:
  - i. the cashing out of a particular amount of accrued annual leave must be by agreement between Museums Victoria and the Employee which must:
    - a. be in writing and retained as an Employee record; and
    - b. state the amount of accrued leave to be cashed out and the payment to be made to the Employee; and
    - c. state the date on which the payment is to be made; and
    - d. be signed by Museums Victoria and Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - ii. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;
  - iii. annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks; and
  - iv. an Employee may only cash out annual leave on one occasion during the term of this Agreement.

### **57.3. Single Day Absences**

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

### **57.4. Annual Leave Loading**

- a. All Employees are eligible for Annual Leave Loading. Annual Leave loading will be paid retrospectively, no later than the first pay period in February, and shall be calculated at the rate of 17.5% on the amount of Annual Leave accrued for the preceding calendar year.
- b. The maximum payment of the amount calculated, will be at the rate applicable to the top of Grade 4.

### **57.5. Requirement to Take Annual Leave**

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

### **57.6. Payment of Annual Leave on Termination of Employment**

An Employee who, upon retirement, resignation or termination of employment, has an outstanding Annual Leave entitlement will be paid an amount equal to the unused Annual Leave entitlement and any unpaid Leave Loading. Any Leave Loading payable pursuant to this clause shall be calculated at the rate of 17.5% on the amount of Annual Leave accrued in the calendar year and shall be subject to the cap specified in **clause 57.4 (Annual Leave Loading)**.

## **58. Personal / Carer's Leave**

### **58.1. Amount of Paid Personal/Carer's Leave**

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

- a. personal illness or injury; or
- b. personal illness or injury of an Employee's immediate family (See **clause 12** Definitions) or household member who requires the Employee's care or support; or
- c. an unexpected emergency affecting an Employee's immediate family or household member;
- d. to access a Mental Health & Wellbeing leave day as described in **clause 58.17** ;
- e. an unexpected emergency affecting an animal of which an employee has responsibility for or Employee's immediate family or household member.

**58.2.** A full time Employee is entitled to paid personal/carers' leave of 15 days (114 hours). A part-time Employee is entitled to a pro-rata amount of paid personal/carers' leave based on the part-time Employee's hours of work.

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

### **58.3. Payment for Personal/Carer's Leave**

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

### **58.4. Notice**

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

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

### **58.5. Documentary Evidence Requirements**

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

### **58.6. Carer's Leave**

- i. In the case of carer's leave, the Employee must provide Museums Victoria with appropriate documentary evidence.
  - ii. The form of evidence required by Museums Victoria will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or statutory declaration stating that the condition of the person concerned requires the Employee's care or support or other relevant documentary evidence.
- a. Registered Practitioner means one of the following: First Peoples health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Naturopath, Podiatrist or Psychologist.

### **58.7. Exception**

- a. An Employee entitled to take personal/carer's leave for the purposes set out in **clause 58** (Personal Leave / Carer's Leave) may, subject to **clauses 58.7 b** and **58.7 c**, take up to an aggregate of 5 days (38 hours) or equivalent pro-rata amount) accrued personal/carer's leave in each year of employment without having to provide Museums Victoria with the documentary evidence required by **clause 58.5** (*Documentary Evidence Requirements*).

- b. If the period of absence referred to in clause a is for a continuous period exceeding 22.8 hours, the Employee must provide appropriate documentary evidence to Museums Victoria as set out in **clause 58.5** (Documentary Evidence Requirements).
- c. Despite **clause 58.7 a**, the Employee may be required to provide appropriate documentary evidence as required by Museums Victoria in accordance with **clause 58.5** (Documentary Evidence Requirements).

**58.8. Further Medical Certificates or Documentary Evidence**

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

**58.9. Employee's Incapacity to Undertake Duties**

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

**58.10. Failure to Provide Relevant Documentary Evidence**

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

**58.11. Absence on Public Holidays**

- a. If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that Public Holiday.
- b. Despite **clause 58.12**, a Shift Worker credited with substitute leave in accordance with **clause 49.6.b** who is rostered to perform ordinary duty on a Public Holiday and who takes paid personal/carer's leave on that day or part of that day, will be taken to be on paid personal/carer's leave.

**58.12. Unpaid Personal Leave**

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

### **58.13. Unpaid Carer's Leave**

- a. An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in **clauses 58.1.b** or **58.1.c** providing the Employee complies with the notice and evidence requirements outlined in **clause 58.6** Museums Victoria and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take two days unpaid carer's leave per occasion.
- b. Alternatively, the Employee may, with the consent of Museums Victoria, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

### **58.14. Casual Employees – Caring Responsibilities**

- a. Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- b. Museums Victoria and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.
- c. A casual Employee must comply with the notice and evidence requirements outlined in this **clause 58**.

### **58.15. Infectious Disease/Dangerous Medical Conditions**

- a. Upon report by a registered medical practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, Museums Victoria may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.
- b. Where Museums Victoria reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, Museums Victoria may require the Employee to absent themselves from the workplace with pay until the Employee obtains and provides to Museums Victoria a report from a registered medical practitioner.
- c. Upon receipt of the medical report, Museums Victoria may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee must be regarded as Personal Leave.

### **58.16. Military Service Sick Leave**

- a. Where Museums Victoria is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under *the Veterans' Entitlements Act 1986 (Cth)* as varied from time to time, including operational service, peacekeeping service or hazardous service, the Employee will be credited with 114 hours special leave with pay for

each year of service with the Victorian Public Service from the conclusion of the Employee's operational, peacekeeping or hazardous service.

- b. Leave under this clause will be cumulative to a maximum of 760 hours. This leave is in addition to paid personal/carer's leave under **clause 58.1** (Amount of Personal / Carer's Leave).
- c. For each period of special leave taken, Museums Victoria may require the Employee to provide evidence of the existence of the illness and its relationship to service from a registered medical practitioner. For the purpose of this clause the definition of "registered practitioner" will be the same as for **clause 58** (Personal / Carer's Leave).

#### **58.17. Mental Health & Wellbeing**

- a. Museums Victoria values the mental health of its employees as equally as their physical health, and provides all eligible employees 3 days per calendar year access to Mental Health & Wellbeing leave so that they can take a leave day from work in support of their Mental Health & Wellbeing.
- b. Access to Mental Health & Wellbeing leave is inclusive of the entitlement set out in **clause 58.2** above, and is not provided in addition to the entitlement outlined in **clause 58.2**.
- c. Access to clause 58.17 a is provided in addition to the provisions outlined in clause 58.7.a and clause 58.7.b.
- d. Despite **clause 58.17 a** above, in exceptional circumstances the Employee may be required to provide appropriate documentary evidence as required by Museums Victoria in accordance with **clause 58.5** (Documentary Evidence Requirements).

#### **58.18. Special Leave**

- a. Museums Victoria recognises that there may be circumstances in which an employee may need to attend an unexpected emergency affecting an animal that the employee has a responsibility for and will provide access to 1 day per calendar year of leave to attend an unexpected emergency affecting an animal of which the employee has responsibility for.
- b. Access to attend an unexpected emergency affecting an animal that the employee has a responsibility for is inclusive of the entitlement set out in **clause 58.2**, and is not provided in addition to the entitlement outlined in **clause 58.2**.

### **59. Compassionate Leave**

- 59.1.** An Employee, except a casual employee, is entitled to up to three days paid leave and up to an additional five days unpaid leave in each event of death or serious illness of an immediate family or household member (see **clause 12** Definitions).

#### **59.2. Additional Compassionate Leave**

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



**59.3. Unpaid Compassionate Leave**

- a. A casual Employee may take unpaid compassionate leave by agreement with the Employer.
- b. In addition to the other provisions of this clause, First Peoples Employees may be granted paid and unpaid leave in relation to the death of a member of their Immediate Family or extended family in accordance with **clause 68**.

**60. Long Service Leave**

**60.1. Basic Entitlement and accrual**

- a. Long service leave is paid leave accrued during Continuous Employment in with Museums Victoria.
- b. Employees accrue long service leave based on the number of ordinary hours worked. Part-time Employees accrue long service leave on a pro rata basis. Casual Employees are entitled to accrue long service leave as provided for in this clause.
- c. The basic entitlement for each 10 years' full-time Continuous Employment is set out in the table below.

Table 2: Long Service Leave Entitlements

	<b>Entitlement after 10 years full time continuous employment</b>	<b>Approximate leave accrual per hour</b>
Employee whose ordinary hours of work average 76 hours per fortnight	495.6967 hours (3 months)	0.0250 hours per hour
Employee whose ordinary hours of work average 80 hours per fortnight	521.786 hours (3 months)	0.0263 hours per hour

**60.2. When can Long Service Leave be accessed**

- a. An Employee is entitled to take long service leave on a pro-rata basis after seven years of Continuous Employment, and at any time after that in accordance with **clause 60.3**.
- b. An Employee with seven or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual on the date their employment ends.
- c. Despite **clause 60.2.b** an Employee with 4 or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual if:
  - i. on account of age or ill health the Employee retires or is retired; or
  - ii. the employment of the Employee is terminated for any reason except for serious misconduct or resignation; or
  - iii. the Employee dies.

### **60.3. Taking long service leave**

- a. Long service leave will be taken at a time convenient to the needs of Museums Victoria and Employee.
- b. An Employee and Museums Victoria may agree that the whole or any part of their entitlement is paid
  - i. at the current time fraction they work, or
  - ii. at a different time fraction to that currently worked.
- c. Long service leave may be taken for any period of not less than 1 day.
- d. A Public Holiday falling within a period of approved long service leave is not regarded as part of the long service leave. An Employee is entitled to take and be paid for a public holiday falling within a period of approved long service leave.
- e. On return from leave, the Employee will revert to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by Museums Victoria and the Employee.

### **60.4. Payment while on long service leave**

- a. While on long service leave Museums Victoria will continue to pay the Employee using the same method and frequency as if the Employee was not on long service leave.
- b. Payment to an Employee for or in lieu of long service leave includes:
  - i. Salary, and
  - ii. salary maintenance if the Employee is receiving salary maintenance; and
  - iii. any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and
  - iv. any annual allowance payable to the Employee which Museums Victoria determines should be included, except excluding (if relevant):
    - any payment of overtime, commuted overtime or Shift Work allowances; and
    - any travelling or transport allowance; and
    - any allowance which is a reimbursement of an expenditure.

### **60.5. Periods of Continuous Employment in which long service leave accrues**

Long service leave continues to accrue during the following absences from work:

- a. an absence on paid leave;
- b. from 1 January 2019, an absence after birth or adoption of a child (other than in the case of a casual employee) on unpaid parental leave which, in combination with any period of paid parental leave, totals 52 weeks or less;

- c. an absence of 52 weeks or less when the employee is in receipt of weekly payments of compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or any predecessor;
- d. an absence of 52 weeks or less during which a pension under section 83A(1) of State Superannuation Act 1988 (VIC) (or similar provision applying to Employees of a declared authority) was paid; or
- e. an absence on unpaid leave for which Museums Victoria expressly authorises long service leave to accrue.

**60.6. Periods of Continuous Employment in which long service leave does not accrue**

- a. Long service leave does not accrue for the following periods:
  - i. a gap between engagements of a Casual Employee of less than 3 months; or
  - ii. an absence on unpaid leave, other than as provided for in **clause 60.5**; or
  - iii. an absence from duty in excess of 12 months when the Employee was in receipt of weekly payments of compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or any corresponding previous enactment; or
  - iv. a period of service which followed the date on which a pension under the State Superannuation Act 1988 (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability.
- b. The periods at **clause 60.6 a** do not break Continuous Employment, and may be periods of recognised service for the purposes of long service leave.

**60.7. Absences which break Continuous Employment**

Continuous Employment will be broken by the following:

- a. any gap between engagements in Continuous Employment by a Casual Employee of more than 3 months; or
- b. any absence from employment due to the dismissal of the Employee for disciplinary reasons; or
- c. receipt of a Voluntary Departure Package from any Victorian Public Sector employer; or
- d. any gap or break in service or absence not provided for in clause 60.5 or clause 60.6 or clause 60.8.

**60.8. Previous employment which counts towards Continuous Employment**

- a. Service in previous employment with Museums Victoria or any employer referred to in **clause 60.9** counts towards Continuous Employment where the service concluded within 12 months of the commencement or re-commencement of employment with Museums Victoria.

- b. Despite clause 60.8 a above, service in previous employment with Museums Victoria or with any employer referred to in clause 60.9 counts towards Continuous Employment where:
  - i. the service concluded within three years of retirement occasioned by disability, or
  - ii. the service concluded within two years of the commencement of employment with Museums Victoria and Museums Victoria considers special circumstances exist.
- c. An Employee is not entitled to long service leave (or payment for long service leave):
  - i. for a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from a different employer or for previous employment; or
  - ii. where the Employee has received long service leave (or a payment in respect of long service leave) from a different employer or for previous employment.
- d. clause 60.8 c does not apply if funds have been transferred to Museums Victoria to cover long service leave.
- e. Clauses 60.6 and 60.7 apply to service in previous employment.

**60.9. Service with other employers that counts towards Continuous Employment**

- a. The following service will be recognised as Continuous Employment with Museums Victoria for the purposes of long service leave:
  - i. any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or
  - ii. any service with a public entity under the PAA; or
  - iii. any service with a local government authority that is established by or under a law of Victoria.
- b. In addition, Museums Victoria may recognise service with
  - i. a public sector authority; or
  - ii. a local governing authority of the Commonwealth, a State other than Victoria or a Territory of Australia
- c. For the purposes of clause 60.9 a and clause 60.9 b authority means an authority, whether incorporated or not, that is constituted:
  - i. by or under a law of a State, the Commonwealth or a Territory of Australia; and
  - ii. for a public purpose.
- d. Where an Employee believes they have service with other employers which should be counted towards Continuous Employment, the Employee should make application to Museums Victoria seeking this service be counted towards the Employee's period of Continuous Employment within six months of an Employee's starting date with Museums Victoria. Museums Victoria will take reasonable steps within this period to ascertain from the Employee whether the Employee has prior service.
- e. Clauses 60.6, 60.7 and 60.8 apply to service in previous employment.

## 61. Leave Without Pay

- a. An Employee may be granted Leave Without Pay by Museums Victoria for any purpose, subject to all other relevant paid leave entitlements being exhausted.
- b. 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.

## 62. Parental Leave

### 62.1. Application

- a. Eligible Employees are entitled to parental leave under this clause if the leave is associated with:
  - i. the birth of a Child of the Employee, the Employee's Spouse or the Employee's legal surrogate or the placement of a Child with the Employee for adoption; and
  - ii. the Employee has or will have a responsibility for the care of the Child.
- b. An Employee currently on parental leave (excluding an Employee on Extended Family Leave under **clause 62.33**) is not required to return to work in order to access a further period of parental leave under this clause.

### 62.2. Definitions

For the purposes of this clause:

- a. Eligible Employee means:
  - i. a full time or part-time Employee, whether employed on an ongoing or fixed term basis, or
  - ii. a Long Term Casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment with Museums Victoria on a regular and systematic basis.
- b. Continuous Service is work for Museums Victoria on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in **Cause 62.2.g**).
- c. Child means:
  - i. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; or
  - ii. in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
    - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
    - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and

- is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.
- d. Primary Caregiver means the person who takes primary responsibility for the care of a newborn or newly adopted Child. The Primary Caregiver is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's Primary Caregiver on a particular day.
- e. Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- f. Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- g. Recognised Prior Service means any service immediately prior to the Employee's employment with Museums Victoria, where the Employee was employed:
- i. by a public entity under the PAA;
  - ii. under Part 6 of the PAA; or
  - iii. as a parliamentary officer or electorate officer under the Parliamentary Administration Act 2005 (Vic);

### 62.3. Summary of Parental Leave Entitlements

- a. The entitlements summarised in the table below apply to a period of Parental Leave commencing on or after 1 July 2020.

**Table 3: Parental Leave Entitlements (commencing on or after 1 July 2020)**

	<b>Paid leave</b>	<b>Unpaid leave</b>	<b>Total</b>
<b>Primary Caregiver</b>			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
<b>Secondary Caregiver</b>			
More than 3 months Continuous Service	4 weeks	Up to 48 weeks	52 weeks
More than 3 months Continuous Service <b>and</b> takes over the primary responsibility for the care of the Child within first 78 weeks	An additional 12 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
<b>Pre-natal leave</b>			
Pregnant employee	38 hours		
Spouse	7.6 hours		
<b>Pre-adoption leave</b>			
More than 3 months Continuous Service	2 days		
<b>Permanent Care Leave</b>			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
<b>Grandparent Leave</b>			
Grandparent Leave	0	Up to 52 weeks	52 weeks

### 62.4. Parental Leave – Primary Caregiver

- a. An Eligible Employee, who has, or will have, completed at least three months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
- i. 16 weeks paid parental leave; and
  - ii. up to 36 weeks unpaid parental leave.
- b. An Eligible Employee who will be the Primary Caregiver, who has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee, is entitled to up to 52 weeks unpaid parental leave.

- c. Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
- i. if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child, or
  - ii. if their Spouse has received, or will receive, paid parental leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
  - iii. if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

**62.5. Parental Leave – Secondary Caregiver**

- a. An Eligible Employee who has, or will have, completed at least three months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
- i. 4 weeks paid parental leave; and
  - ii. 12 weeks Additional paid Secondary Caregiver parental leave, subject to the conditions in **clause 62.6**, and
  - iii. unpaid parental leave to bring the total available paid and unpaid leave to 52 weeks.
  - iv. An Eligible Employee who will be the Secondary Caregiver, and has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee is entitled to up to 52 weeks unpaid parental leave.
- b. Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- c. An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

**62.6. Additional paid leave for Secondary Caregiver**

- a. A Secondary Caregiver is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of birth or adoption of the Child provided that:
- i. the Secondary Caregiver assumes primary responsibility for the care of a child, by meeting the Child's physical needs more than anyone else; and
  - ii. the Secondary Caregiver's spouse is not concurrently taking primary responsibility for the care of the Child or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.
- b. To access additional paid leave, the Employee must have been eligible for paid Secondary Caregiver leave at the time of birth or adoption of their Child, irrespective of when the Employee elects to take the paid leave under this clause.



**62.7. Pre-Natal Leave**

- a. A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- b. An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- c. The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- d. Museums Victoria will allow the Employee to leave work and return on the same day.
- e. Paid pre-natal leave is not available to casual Employees.

**62.8. Pre-adoption leave**

- a. An Employee seeking to adopt a Child is entitled to two days paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- b. An Employee seeking to adopt a Child may also access further unpaid leave. The Employee and Museums Victoria should agree on the length of any unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.
- c. Where accrued paid leave is available to the Employee, Museums Victoria may require the Employee to take such leave instead of taking unpaid leave under this sub-clause.
- d. Museums Victoria may require the Employee to provide satisfactory evidence supporting the leave.
- e. Museums Victoria should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- f. Paid pre-adoption leave is not available to casual Employees.

**62.9. Permanent Care Leave**

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with Museums Victoria if they:

- are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the Children, Youth and Families Act 2005 (Vic) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia, and
- will be the Primary or Secondary Caregiver for that Child.

**62.10. Grandparent Leave**

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

**62.11. Access to parental leave for an Employee whose Child is born by surrogate**

An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic) (or successor instrument), is eligible to access the parental leave entitlements outlined in **clause 63**.

**62.12. Continuing to work while pregnant**

- a. Museums Victoria may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
  - i. continues to work within a six week period immediately prior to the expected date of birth of the Child; or
  - ii. is on paid leave under clause 62.14.b.
- b. Museums Victoria may require the Employee to start parental leave if the Employee:
  - i. does not give Museums Victoria the requested certificate within seven days of the request; or
  - ii. gives Museums Victoria a medical certificate stating that the Employee is unfit to work.

**62.13. Personal/Carer's Leave**

A pregnant Employee, not on parental leave who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with **clause 58**.

**62.14. Transfer to a Safe Job**

- a. Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if Museums Victoria deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- b. If Museums Victoria does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take No Safe Job Paid Leave, or Museums Victoria may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
  - i. when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
  - ii. when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- c. The entitlement to No Safe Job Paid Leave is in addition to any other leave entitlement the Employee has.

#### **62.15. Special Parental Leave**

Where the pregnancy of an employee not on parental 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:

- a. 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 personal/carer's leave entitlements in accordance with **clause 58**;
- b. 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 amount of paid parental leave available under **clause 62.3** and thereafter, to unpaid special maternity leave.

#### **62.16. Notice and evidence requirements**

- a. An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
  - i. that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate; and
  - ii. the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
  - iii. that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- b. At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise Museums Victoria of any changes to the notice provided in **clause 62.16.a**, unless it is not practicable to do so.
- c. Museums Victoria may require the Employee to provide evidence which would satisfy a reasonable person of:
  - i. for birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
  - ii. for adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- d. An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or the placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

#### **62.17. Commencement of parental leave**

- a. An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 16 weeks prior to the expected date of birth of the Child. In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

- b. Secondary Caregiver parental leave may commence up to one week prior to the expected birth or placement of the Child. Where a Secondary Caregiver takes additional paid leave in accordance with **clause 62.6**, the additional leave will commence on the date the Employee takes on primary responsibility for the care of a Child.
- c. Museums Victoria and the Employee may agree to alternative arrangements regarding the commencement of parental leave.
- d. The period of parental leave for the purpose of calculating an Employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the Child, irrespective of when the Employee elects to use any paid entitlements they may have under this clause.

#### **62.18. Rules for taking parental leave entitlements**

- a. Parental leave is to be available to only one parent at a time, except parents may take up to eight weeks leave concurrently with each other, comprising any paid leave to which the Employee may be eligible for under **clause 62.3** or unpaid, in connection with the birth or adoption of their Child (Concurrent Leave).
  - i. Concurrent Leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
  - ii. Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless Museums Victoria otherwise agrees.
- b. While an Employee's eligibility for parental leave is determined at the time of birth or adoption of the Child, the Employee and Museums Victoria may agree to permit the Employee to use the paid leave entitlements outlined in this clause at any time within the first 52 weeks of parental leave, or where an extension is granted under **clause 62.23.b**, within the first 78 weeks where **clause 62.6** is invoked or otherwise the first 104 weeks.
- c. Parental leave does not need to be taken in a single continuous period. Museums Victoria and the Employee will agree on the duration of each block of parental leave. Museums Victoria will consider their operational requirements and the Employee's personal and family circumstances in considering requests for parental leave in more than one continuous period. Approval of such requests will not be unreasonably refused.

#### **62.19. Using other accrued leave in conjunction with Parental Leave**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 62.23.b**.

#### **62.20. Public holidays during a period of paid parental leave**

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

**62.21. Effect of unpaid parental leave on an Employee's continuity of employment**

Other than provided for in **clause 60** (Long Service Leave), unpaid parental leave under **clauses 62.4, 62.5, 62.23 and 62.29** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

**62.22. Keeping in touch days**

- a. During a period of parental leave, Museums Victoria and the Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- b. Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

**62.23. Extending parental leave**

- a. Extending the period of parental leave where the initial period of parental leave is less than 52 weeks
  - i. An Employee, who is on an initial period of parental leave of less than 52 weeks under **clauses 62.4** or **62.5**, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
  - ii. The Employee must notify Museums Victoria in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- b. Right to request an extension to parental leave beyond the initial 52-week period to a maximum of 104 weeks
  - i. An Employee who is on parental leave under **clause 62.4** or **62.5** may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
  - ii. In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
  - iii. The Employee's request must be in writing and given to Museums Victoria at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's Spouse will have taken.
  - iv. Museums Victoria shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
  - v. Museums Victoria must not refuse the request unless Museums Victoria has given the Employee a reasonable opportunity to discuss the request.
  - vi. Museums Victoria must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

**62.24. Total period of parental leave**

- a. The total period of parental leave, including any extensions, must not extend beyond 24 months.
- b. In the case of a couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under **clause 62.4** or **62.5** will reduce by the period of any extension taken by a member of the couple under **clause 62.23**.

**62.25. Calculation of pay for the purposes of parental leave**

- a. The calculation of weekly pay for paid parental leave purposes will be based on the Employee's average number of ordinary hours over the past three years from the proposed commencement date of parental leave (Averaging Period).
- b. Where an Employee has less than three years of service the Averaging Period will be their total period of service with Museums Victoria.
- c. The calculation will exclude any of the following periods which fall during the Averaging Period:
  - i. periods of unpaid parental leave, and
  - ii. any time worked at a reduced time fraction in order to better cope during pregnancy, and
  - iii. authorised unpaid leave for an unforeseen reason beyond the Employee's control, and
  - iv. time worked at a reduced time fraction on returning to work after a period of parental leave under **clause 62.30.c**.
- d. For the purposes of clause 62.25 c iii, an 'unforeseen reason beyond the Employee's control' may include, for example, a personal illness or injury suffered by the Employee, or the care or support of an ill or injured Immediate Family or household member by the Employee. But would not include leave taken for lifestyle or personal reasons, career breaks or leave to undertake other employment.
- e. The average number of weekly hours, determined in accordance with **clause 62.25.a** above, will be then applied to the annual Salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

**62.26. Half Pay**

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

**62.27. Employer Superannuation contributions in respect of Primary Caregiver Parental Leave**

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave will be entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave, subject to requirements in **clause 55.5 (Superannuation)**.

**62.28. Effect of parental leave on progression for Primary Caregivers**

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave may be entitled to Progression Steps or Amounts forgone as a result of being on parental leave in accordance with **clause 47 (Progression)**.

**62.29. Commonwealth Paid Parental Leave**

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

**62.30. Returning to Work**

**a. Returning to work early**

- i. During the period of parental leave an Employee may return to work at any time as agreed between Museums Victoria and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- ii. In the case of adoption, where the placement of an eligible Child with an Employee does not proceed or continue, the Employee will notify Museums Victoria immediately and Museums Victoria will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

**b. Returning to work at conclusion of leave**

- i. At least four weeks prior to the expiration of parental leave, the Employee will notify Museums Victoria of their return to work after a period of parental leave.
- ii. Subject to clause 62.3 b iii, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 62.14 above, the Employee will be entitled to return to the position they held immediately before such transfer.
- iii. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

**c. Returning to work at a reduced time fraction**

- i. To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
- ii. Where an Employee wishes to make a request under clause 62.3 c i 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.

**62.31. Lactation breaks**

- a. Employees cannot be discriminated against for chest feeding or expressing milk in the workplace.
- b. An Employee who wishes to continue chest feeding after returning to work from a period of parental leave or keeping in touch days, may take reasonable time during working hours without loss of pay to do so.
- c. Paid lactation breaks are in addition to normal meal and rest breaks provided for in this Agreement.

**62.32. Consultation and Communication during Parental Leave**

- a. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Museums Victoria shall take reasonable steps to:
  - i. 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
  - ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- b. The Employee shall take reasonable steps to inform Museums Victoria about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- c. The Employee shall also notify Museums Victoria of changes of address or other contact details which might affect Museums Victoria's capacity to comply with **clause 62.32.a**.

**62.33. Extended Family Leave**

- a. An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years from the commencement date of parental leave.
- b. The Employee must make an application for Extended Family Leave each year.
- c. An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- d. Upon return to work Museums Victoria may reallocate the Employee to other duties.

**62.34. Replacement Employees**

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



- b. Before Museums Victoria engages a replacement Employee Museums Victoria must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- c. The limitation in **clause 26** on the use of fixed term employment to replace the Employee does not apply in this case.

#### **62.35. Casual Employees**

Museums Victoria must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of Museums Victoria in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

### **63. Surrogacy Leave**

#### **63.1. Entitlement to Leave**

An Employee (excluding a Casual Employee) who has completed at least three months paid Continuous Service, who enters into a formal surrogacy arrangement on or after the commencement of the agreement, which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic), as the surrogate, is entitled to access the following leave entitlements:

- a. Pre-Natal leave in accordance with **clause 62.7** of the Agreement, and
- b. six weeks of paid leave

#### **63.2. Continuing to work while pregnant**

- a. A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.
- b. An Employee who fails to provide a requested medical certificate within seven days or provides one which states they are unfit for work may be required to commence surrogacy leave.

#### **63.3. Transfer to safe job**

- a. If an Employee provides a medical certificate stating they are fit for work but it is inadvisable for the Employee to continue in their present duties because of risks or illness the Employee is entitled to be transferred to an appropriate safe job that has the same, or other agreed ordinary hours of work with no other changes to the Employee's terms and conditions.
- b. If no appropriate safe job is available, the Employee is entitled to take paid or unpaid (if not eligible for parental leave) 'No Safe Job Leave'.

#### **63.4. Commencement of Surrogacy Leave**

- a. An Employee who is pregnant as a result of acting as a surrogate may commence paid Surrogacy Leave at any time within 6 weeks prior to the expected date of birth of the Child. Otherwise the period of parental leave must commence no later than the date of birth of the Child, unless agreed with Museums Victoria.
- b. Unless otherwise agreed, any entitlement to paid surrogacy leave will be paid from the date of commencement of Surrogacy Leave.

### **63.5. Surrogacy Leave and other entitlements**

An Employee may access, in conjunction with Surrogacy Leave, any other paid or unpaid entitlements available under this Agreement with the approval of Museums Victoria.

### **63.6. Personal/Carer's Leave**

A pregnant Employee, not then on Surrogacy Leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 58**.

### **63.7. Special Surrogacy Leave**

- a. Where a pregnant employee not on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
  - i. where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 58**;
  - ii. where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under this **clause 63.1**.

### **63.8. Public holidays during a period of paid surrogacy leave**

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

### **63.9. Notice and Evidentiary Requirements**

- a. An Employee must provide 10 weeks' written notice to Museums Victoria of their intention to take Surrogacy Leave. The notification should include a Statutory Declaration which specifies:
  - i. the intended start and end dates of the leave, and
  - ii. if known, any other leave the Employee seeks approval to take in conjunction with their Surrogacy Leave, and
  - iii. for the period of surrogacy leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- b. Museums Victoria may also require the Employee to provide documentary evidence confirming:
  - i. the expected date of birth of the Child, and
  - ii. the formal surrogacy arrangement, which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic).
- c. The Employee must confirm these details at least 4 weeks prior to the commencement of the proposed period of Surrogacy leave.

## **64. Foster and Kinship Care Leave**

- a. An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per calendar year to be taken at the time the placement of the child with the Employee commences.
- b. For the purposes of this clause Foster and Kinship Care includes:
  - i. Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
  - ii. Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
  - iii. Kinship Care, which is temporary care provided by an Employee who is a relative or friend of a child who cannot live with their parents, where the First Peoples community and culture are valued as central to the child's safety, stability and development.
- c. Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.
- d. Subject to the approval of Museums Victoria, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.
- e. In the case of foster carers, one occasion totalling up to two days duration may be used for accreditation purposes, including attending compulsory interviews or training.
- f. Museums Victoria may require the Employee to provide reasonable evidence to satisfy themselves of the Employee's entitlement to leave under this provision.

## **65. Gender Transition Leave**

- 65.1. The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.
- 65.2. Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.
- 65.3. Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 65.4. Amount of gender transition leave
  - a. An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:

- i. up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and
  - ii. up to 48 weeks of unpaid leave.
- b. The Gender Transition Leave entitlements outlined in **clause 65.4.a** are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.
- c. Essential gender affirmation procedures may include:
  - i. medical or psychological appointments, or
  - ii. hormonal appointments, or
  - iii. surgery and associated appointments, or
  - iv. appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or
  - v. any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Employer.
- d. An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
- e. Gender Transition Leave may be taken as consecutive, single or part days as agreed with the Employer.
- f. Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

#### **65.5. Gender Transition Leave – Casual employees**

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender transition purposes.

#### **65.6. Notice and evidence requirements**

- a. An Employee seeking to access Gender Transition Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
- b. An Employee seeking to access Gender Transition Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.
- c. For the purpose of this clause, Registered Practitioner has the same meaning as set out in **clause 58.1**.

## 66. Purchased Leave

- 66.1.** An Employee, other than a casual employee, may, with the agreement of Museums Victoria, work between 44 weeks and 51 weeks per year and take the remaining period as additional leave. The Employee will receive a salary equal to the period worked (eg. 46 weeks, 49 weeks) which will be spread over a 52 week period.
- a. The employee must exhaust all Time in Lieu (TIL) accrued in accordance with **clause 18.6** (Time in Lieu), Time in Lieu accrued in accordance with **clause 19.4** (Time in Lieu of Penalty Payments) and Additional leave in accordance with **clause 49.8** (Additional Leave for Shift Workers) before entering into a purchase leave arrangement.
  - b. A leave plan must be submitted at the time of application for purchased leave, ensuring that any Time in Lieu (TIL) and Additional Leave balances are exhausted before commencing a purchased leave arrangement.
  - c. A leave plan must also be submitted at the time of application for purchased leave, accounting for the purchased leave and annual leave accrued in the previous 12-month period that ensures that they are both taken in the upcoming 12-month period. Purchased leave, as far as possible, should be taken in one-week blocks.
  - d. Accrued purchased leave must be taken in its entirety over the 12-month period. Except for any period of Purchased leave already granted that has been cancelled by Museums Victoria, Purchased leave not taken will be paid out at the end of the 12-month period at the rate at which it was purchased. Purchased leave does not accumulate from year to year; nor does it incur any leave loading.
  - e. Should an employee leave during the 12 month period having taken purchased leave not yet paid for, a reconciliation will be conducted and any monies outstanding will be deducted from the final payment to the employee at the rate that it was paid.

- 66.2.** The Employee will receive additional leave as follows:

44/52 weeks	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week's leave	(5 weeks in total)

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

- 66.4. Accrual of personal/carer's leave and Long Service Leave shall remain unchanged.
- 66.5. An Employee may request that one or more weeks of their Purchased Leave entitlement be converted to leave on half pay.
- 66.6. An Employee may request to revert to ordinary 52 week employment by giving Museums Victoria no less than four weeks' written notice. Such request will not be unreasonably refused.
- 66.7. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

## **67. Extended Leave Scheme**

- 67.1.
  - a. At the election of the Employee (other than a casual or fixed-term employee) and with the written agreement of Museums Victoria, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
  - b. Where extended leave arrangements are agreed, Leave shall be paid at 80% per annum including the 5th year. Participation in the extended leave scheme will not break the employee's continuity of service.
- 67.2. On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment
- 67.3. Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.
- 67.4. If Museums Victoria agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

## **68. Cultural and Ceremonial Leave**

- 68.1. Employees are eligible to apply to use their Personal Leave to take up to 3 days of paid leave, per year, to recognise attendance at or observance of religious, cultural or ceremonial days of significance. Part time Employees will receive a pro-rata entitlement (i.e. 3 days at their part-time hours).
- 68.2. Employees may, where Personal Leave credits are exhausted or as a choice, apply for up to 3 days of unpaid leave for the same purposes. Part time Employees will receive a pro-rata entitlement (i.e. 3 days at their part-time hours).
- 68.3. Employees may be required to provide such documentation as required by Museums Victoria in support of any leave application, for example a statutory declaration.

#### **68.4. First Peoples Employees**

- a. Museums Victoria acknowledges that many First Peoples communities have significant relationships with Museums Victoria and Museums Victoria's First Peoples employees are often seen by these communities as representatives of Museums Victoria, whether this is formal part of the staff member's role or not.
- b. Consistent with this and Museums Victoria's commitment to the recruitment, retention and development of its First Peoples staff, employees of the First Peoples Community are eligible for up to 2 days of paid leave, per year, to recognise attendance at cultural or ceremonial days of significance. Part time Employees will receive a pro-rata entitlement (i.e. 2 days at their part-time hours). This leave may be used for the following purposes:
  - i. Attendance during working hours at any First Peoples community meetings, except the Annual General Meetings of First Peoples community organisations at which the election of office bearers will occur.
  - ii. up to one day of paid leave for attendance at one event connected with Reconciliation Week.
  - iii. up to one day of paid leave for attendance by a Permanent Employee at one event connected with other cultural or ceremonial days of significance, negotiated with your manager.
  - iv. up to one day of paid leave for attendance at one event connected with NAIDOC week.
  - v. up to two days of paid leave for travel greater than 250 kilometres to or from ceremonies connected with the death of an Elder or a family member under **clause 68.4 b** of this Agreement.
- c. Employees may apply for, and be granted at the discretion of Museums Victoria, up to an additional three days unpaid leave per year, in respect of their attendance at any of the above events.
- d. Employees are eligible for up to one day of paid leave and at least three days unpaid leave, per occasion, to attend ceremonies connected with the death of an Elder of their community or an extended family member. Extended family refers to members of the family or kinship group as recognised by First Peoples community's to which a person belongs.
- e. Employees may be required to provide such documentation as required by Museums Victoria in support of any leave application.

#### **69. Leave to participate in the First Peoples' Assembly of Victoria**

- 69.1.** An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days paid leave per calendar year to fulfil their official functions during their term of office.
- 69.2.** Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with Museums Victoria.
- 69.3.** Where in any calendar year an Employee exhausts their entitlement under this clause Museums Victoria may grant further paid or unpaid leave, under **clause 77 (Other Leave)**, to support the Employee's representative functions.

- 69.4. The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of Museums Victoria.
- 69.5. Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

## **70. Study Leave**

- 70.1. Museums Victoria may grant to any Employee, other than Casuals, with at least 12 months service paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.
- 70.2. An Employee may be granted sufficient paid leave to enable travel to and attendance of up to 7.6 hours (and a pro rata amount for part-time staff) of classroom activity or related project work per week. Museums Victoria may grant additional leave with or without pay as considered necessary.
- 70.3. An Employee may be granted up to five days paid leave, or an equivalent pro-rata amount for part-time employees, as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved.
- 70.4. An Employee completing an accredited course through the submission of major project work may be entitled to five days leave, or an equivalent pro-rata amount for part-time employees, for the purposes of finalising such project work.
- 70.5. The continued approval of Study Leave is subject to the Employee's successful progression in the course. Accordingly, Employees are required to submit Study Leave applications at least annually.

## **71. Community Support Leave**

- 71.1. In recognition of the positive contribution employees make to the broader Victorian community when they volunteer for community and or charitable organisations, employees are eligible to apply for 1 day of paid special leave per calendar year to undertake activities that provide a positive contribution to the community.
- 71.2. Paid special leave granted under this clause must be for the purposes of volunteering provided that the volunteering activity will result in a contribution for the common good of the community, is undertaken without financial gain to the employee, is in a designated volunteer position, and does not conflict with Museums Victoria's policies and values
- 71.3. Paid special leave under this clause does not accumulate from year to year.

## **72. Leave for Community Contributions**

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

### **72.1. Defence Reserve Leave**

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



- b. An Employee required to complete Defence Reserve service will consult with Museums Victoria regarding the proposed timing of the service and will give Museums Victoria as much notice as is possible of the time when the service will take place.
- c. Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during their ordinary hours of work is below the Employee's salary, Museums Victoria will, unless exceptional circumstances arise, pay to the Employee make up pay for the period of Defence Reserve service.
- d. For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

#### **72.2. Jury Service**

- a. If any Employee is required to appear and serve as a juror under the Juries Act 2000 (Vic), they are entitled to leave with pay for the period during which their attendance at court is required, subject to the production of satisfactory evidence of such attendance.
- b. Where a Shift Worker has performed Jury Service for the equivalent of their normal fortnightly rostered shifts, they must not work any additional shifts in that roster period.
- c. Any compensation paid to the Employee in accordance with the Juries Act 2000 (Vic) for serving as a juror during their ordinary hours of work must be repaid to Museums Victoria, with reasonable expenses actually incurred, over and above those which the Employee would normally incur, being offset against this amount.

#### **72.3. 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.

#### **72.4. Leave to Engage in Emergency Relief Activities**

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

#### **72.5. Leave to Engage in Voluntary Community Activities**

- a. An Employee is entitled to leave with pay of up to 1 days, per calendar year, to fulfil official functions during their term of office as an elected member of
  - i. a Local Government Council or
  - ii. a committee of management of a not-for-profit community organisation which operates under a formal legal structure subject to applicable State of Federal legislation.

- b. Leave will be subject to Employer’s operational needs
- c. Leave will be available for any of the following purposes:
  - i. To enable the Employee to attend any training program required to meet grant, funding or governance obligations, or
  - ii. Participate in a community event as part of their role with the organisation, or
  - iii. Participate in consultation relevant to their role in the organisation, or
  - iv. Any other purpose agreed with Museums Victoria.
- d. Leave will not accrue from year to year and cannot be cashed out on termination of employment.

**72.6. 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.

**73. Alcohol, Drug or Problem Gambling Leave**

- 73.1. An Employee, other than a Casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where Museums Victoria is satisfied that:
  - a. the Employee’s work performance is adversely affected by the misuse of alcohol or drugs or problem gambling;
  - b. the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
  - c. in the case of an alcohol or drug addiction, a registered medical practitioner has certified that in their opinion the Employee is in need of assistance because of their misuse of alcohol or other drugs and that the Employee is suitable for an approved rehabilitation program.
  - d. in the case of problem gambling, the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

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

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

<b>Years of Service</b>	<b>First Year of Program</b>	<b>Subsequent Years of Program</b>
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

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

## **74. Public Holidays**

- 74.1.** All Employees (except casual Employees) will be entitled to be absent from work on the following Public Holidays without deduction of pay where the Public Holiday occurs on a day the Employee would normally work

- a.** New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day (25 December), Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, the Friday before the Australian Football League Grand Final and Melbourne Cup Day

- 74.2.** Prescribed substitute and additional public holidays

- a.** Christmas Day (25 December)

- i. When Christmas Day (25 December) is a Saturday an additional holiday will be observed on the next Monday.
- ii. When Christmas Day (25 December) is a Sunday, an additional holiday will be observed on the next Tuesday.

- b.** Boxing Day

- i. When Boxing Day is a Saturday an additional holiday will be observed the next Monday.
- ii. When Boxing Day is a Sunday, an additional holiday will be observed on the next Tuesday.

- c.** New Year's Day

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

- d.** Australia Day

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

- 74.3.** Melbourne Cup Day Substitution

- a.** If, a Public Holiday, is declared to apply to a non-metropolitan Council under section 8A of the *Public Holidays Act 1993* (Vic), that day or half day will be the Public Holiday instead of Melbourne Cup Day.
- b.** An Employee and Employer may agree to substitute the declared Public Holiday in **clause 74.3.a** for Melbourne Cup Day, in which case penalty rates for work on the declared Public Holiday will not apply and the Employee will be able to absent themselves from the workplace on Melbourne Cup Day without loss of pay.
- c.** In the event there are insufficient substitution arrangements agreed under **clause 74.3.b** to meet the Employer's reasonable operational requirements, the Employer may require an Employee whose workplace is in a non-metropolitan Council to which a declared substitution Public Holiday applies, to work on the declared Public Holiday. Employees required to work on the declared Public Holiday will be

paid overtime or time in lieu in accordance with **clause 18 (Overtime & Penalty Payments)**, unless a substitution arrangement has been agreed under **clause 74.4**.

- d. In establishing the roster of Employees required to work on the declared Public Holiday in lieu of Melbourne Cup, the Employer will consider both its reasonable operational requirements and the personal circumstances of the Employees.

#### **74.4. Substitution of Public Holiday**

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

#### **74.5. Shift Workers and Part-Time Employees – Public Holidays**

- a. Full-time Shift Workers who, as part of their roster, observe a rostered day off on a public holiday will be credited with an additional-days leave in lieu of the public holiday.
- b. Full-time and Part-time Shift Workers who are absent on leave (e.g. Annual Leave, personal/carer's leave, Time in Lieu) on a public holiday will observe the public holiday and no deduction from leave credits will be made.
- c. Notwithstanding **clause 74.5(b)**, a Shift Worker who does not provide a medical certificate or statutory declaration for a personal or Carer's Leave day on a public holiday for which they are rostered, will have that day count towards their five days per anniversary year of personal/carer's leave without medical certificate or statutory declaration entitlement (see **clause 58.5**).
- d. For Regular Part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the Part-time Employees would have worked.

### **75. Family Violence Leave**

#### **75.1. General Principle**

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

#### **75.2. Definition of Family Violence**

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

**75.3. Eligibility**

- a. Leave for family violence purposes is available to all Employees.

**75.4. General Measures**

- a. Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration may also be offered as evidence.
- b. All personal information concerning family violence will be kept confidential in line with Museums Victoria's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- c. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d. Museums Victoria will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. Museums Victoria will advertise the name of any Family Violence contacts within the workplace.
- e. An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, CPSU delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- f. Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause 75.5** and **clause 75.6**.
- g. Museums Victoria will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

**75.5. Leave**

- a. An Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Notwithstanding **Clause 58.1 Amount of Paid Personal/Carer's Leave**, An Employee who supports a person experiencing family violence may utilise their personal/carers leave entitlement to accompany them to court, to hospital, or to care for children. Museums Victoria may require evidence consistent with **clause 75.4(a)** from an Employee seeking to utilise their personal/carers leave entitlement.

#### 75.6. Individual Support

- a. In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, Museums Victoria will approve any reasonable request from an Employee experiencing family violence for:
  - i. temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - ii. temporary or ongoing job redesign or changes to duties;
  - iii. temporary or ongoing relocation to suitable employment;
  - iv. a change to their telephone number or email address to avoid harassing contact;
  - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b. Any changes to an Employee's role should be reviewed at agreed periods. Other than when an ongoing change has been made as per **clause 75.6 (i), (ii) and (iii) above**, when an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- c. An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.
- d. An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

#### 76. Support Leave

- 76.1. Support leave is a leave of absence from work to support employees with activities inherently associated with an Employee's disability that are not already provided for by specific leave entitlements under this Agreement, or otherwise agreed with Museums Victoria. Activities inherently associated with an Employee's disability may include, but are not limited to, attending appointments, consultations, or therapies associated with the employee's disability.
- 76.2. Eligible employees may access up to 5 days (pro-rata for Part-time employees) of Support Leave.
- 76.3. Eligible employees who have exhausted all paid leave under this clause may by agreement access additional unpaid leave if required.
- 76.4. Paid leave under this clause does not accumulate from year to year.
- 76.5. For the purposes of this clause, an eligible employee is an employee that has a disability as defined by the **Disability Discrimination Act 1992**.

## **77. Other Leave**

- 77.1. An Employee may be granted leave with or without pay by Museums Victoria for any purpose.

## **78. CPSU Representatives**

- 78.1. Museums Victoria is committed to maintaining a positive working relationship with the Community and Public Sector Union (CPSU). To this end, Museums Victoria welcomes the involvement of the CPSU in the ongoing development of good employee relations.
- 78.2. Museums Victoria acknowledges the right of the CPSU covered by this Agreement to represent their members and for union members and local representatives to be protected from all forms of discrimination.
- 78.3. Elected CPSU Delegates will be provided with reasonable access to facilities and reasonable time release or paid time (including time in lieu) to attend to their functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the *Fair Work Act 2009 (Cth)*. Such release must not unduly affect the operation of the local work area.
- 78.4. Members of the CPSU shall be permitted by Museums Victoria to post written material, authorised by the union, in a non-public place, in areas intended for the posting of material within the workplace to which CPSU members have convenient access and to distribute such written material by appropriate means to CPSU members.
- 78.5. Duly Accredited CPSU Representatives will be permitted access to the workplace for the purposes of holding discussions with any Employees who wish to participate in those discussions. After giving prior notice to Museums Victoria, the Accredited CPSU Representative may enter the premises and shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

## **79. CPSU Meetings**

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

## **80. CPSU Branch Council Members**

- 80.1. An Employee nominated by the Branch Secretary of the CPSU covered by this Agreement to sit on the Branch Council 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.
- 80.2. Additional paid leave will be granted to CPSU Branch Council members nominated by the Branch Secretary to attend:
- a. Federal Executive and Federal Council meetings of the CPSU; and
  - b. The Australian Council of Trade Unions' triennial conference.

- 80.3.** Where an Employee is elected as president of that Branch, Museums Victoria will endeavour to enable the Employee to attend to representative duties by granting paid leave, subject to work requirements.
- 80.4.** On application, Museums Victoria shall grant Leave Without Pay to an Employee for the purposes of secondment to work for the CPSU.

## **81. CPSU Training**

- 81.1.** 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 Museums Victoria operations.
- 81.2.** The Employee may be granted the leave where Museums Victoria is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of Award and other industrial entitlements and the upgrading of Employee's skills in all aspects of trade union functions.
- 81.3.** An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.



## **PART 7 – OCCUPATIONAL HEALTH AND SAFETY**

### **82. Workplace Health, Safety and Rehabilitation**

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

#### **82.2. Objectives**

- a. The Agreement commits the parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their Health and Safety Representatives, of management systems and procedures designed to, so far as is practicable:
  - i. identify, assess and control workplace hazards;
  - ii. reduce the incidence and cost of occupational injury and illness; and
  - iii. provide a rehabilitation system for workers affected by occupational injury or illness.
- b. OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

#### **82.3. OH&S Consultation**

- a. Appropriate consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:
  - i. in accordance with the Occupational Health and Safety Act 2004 (Vic) (OH&S Act);
  - ii. established in consultation with Employees and their Health and Safety representatives; and
  - iii. consistent with Museums Victoria's agreed issue resolution procedures and that includes the right and functions of Health and Safety representatives, consistent with the OH&S Act.
- b. Where an OH&S Committee is established at least half the members shall be Employees, including Health and Safety Representatives. The OH&S Committee must operate within the requirements of the Act.

### **83. Designated Work Groups**

- a. Museums Victoria and the CPSU covered by this Agreement, will review the Designated Work Groups and negotiate revised Designated Work Groups where appropriate through workplace consultative structures.
- b. Each elected Health and Safety Representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available.
- c. Reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to regularly inspecting workplaces (as defined by their designated work group),

consulting with Employees in their Designated Work Groups, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.

- d. Museums Victoria will post and maintain current in each workplace the names and relevant contact, including email where available, details of elected Health and Safety Representatives for identified Designated Work Groups. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- e. To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a register of Designated Work Groups and their Health and Safety Representatives.
- f. Information from the updated register will be provided every three months, in electronic format, to the CPSU. The information provided will be in accordance with the *Privacy and Data Protection Act 2014 (Vic)*. Where possible, this information will include:
  - i. a description, including the location, of each Designated Work Group within each Agency;
  - ii. the name of each elected Health and Safety Representative, their workplace contact details and email address;
  - iii. the date the OH&S representative was elected;
  - iv. a description of the training the OH&S representative has attended and the date of attendance;
  - v. the name and contact details of the nominated management representative responsible for each Designated Work Group;
  - vi. details of the structure of OH&S committee, the meeting frequency and the name and contact details of the committee convener.

### **83.2. Bullying and Violence at Work**

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

- a. The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace.
- b. In the first 12 months of the agreement, the Parties commit to work towards a consistent, Museum wide approach to prevent and manage negative workplace behaviour, including by:
  - i. reviewing and drafting of a bullying policy implemented across the Museums Victoria
  - ii. ensuring employee awareness of expected standards of behaviour, employee duties in respect of occupational health and safety and of what constitutes and how to prevent and address negative workplace behaviour;

- iii. ensuring supervisor and manager capability to prevent and manage negative workplace behaviour;
- iv. ensuring consistent, best practice processes for managing negative behaviour in accordance with **clause 39** processes.

### **83.3. Employee Support & Debriefing**

- a. Museums Victoria will provide support and debriefing to Employees who have directly or vicariously experienced an incident or incidents during the course of the work that results in personal distress or psychological trauma. Museums Victoria is committed to assisting the recovery of Employees experiencing distress or trauma following the incident(s) with the aim of returning Employees to their pre-incident level of functioning as soon as possible.
- b. An incident for the purpose of this clause 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 an Employee who was involved in or witnessed, or otherwise deals with and/or is exposed through their course of their duties to the details of such an incident.
- c. Critical incidents in the workplace environment include, but are not limited to:
  - i. aggravated assaults; or
  - ii. robbery; or
  - iii. suicide or attempted suicide; or
  - iv. murder; or
  - v. sudden or unexpected death; or
  - vi. hostage or siege situations; or
  - vii. discharge of firearms; or
  - viii. vehicle accidents involving injury and/or substantial property damage; or
  - ix. acts of self-harm by persons in the care of others; or
  - x. industrial accidents involving serious injury or fatality; or
  - xi. accounts of sexual violence; or
  - xii. accounts of child abuse and domestic violence; or
  - xiii. any other serious accidents or incidents.

## PART 8 – SIGNATORIES


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

11 Nicholson Street CARLTON  
Victoria 3053

 30/09/2021  
**Signature and Date**

Lynley Crosswell  
Chief Executive Officer and Director

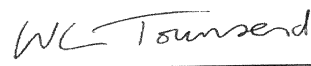
**Name and Position**

 30-09-2021  
**Witness Signature and Date**


SEAN ROYAL  
CHIEF PEOPLE & ENGAGEMENT OFFICER  
**Witness Name and Position**

Signed for and on behalf of  
Community and Public Sector Union

Level 4 128 Exhibition Street  
Melbourne VIC 3000

 29 Sept 2021  
**Signature and Date**

Wayne Townsend  
Victorian Branch Assistant Secretary  
**Name and Position**

 29/09/2021  
**Witness Signature and Date**

Donna Shell  
Industrial Officer  
**Witness Name and Position**

**APPENDIX 1 – SALARY STRUCTURE**  
**Effective 20 March 2020**

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$48,623	\$51,616	1.1.1	\$48,623	
					1.1.2	\$49,619	
					1.1.3	\$50,617	
					1.1.4	\$51,616	
	2	2.1	2.1	\$53,280	\$60,851	2.1.1	\$53,280
						2.1.2	\$54,362
						2.1.3	\$55,443
						2.1.4	\$56,527
						2.1.5	\$57,605
						2.1.6	\$58,689
						2.1.7	\$59,770
						2.1.8	\$60,851
		2.2	2.2	\$61,931	\$68,421	2.2.1	\$61,931
						2.2.2	\$63,013
						2.2.3	\$64,094
						2.2.4	\$65,177
						2.2.5	\$66,256
						2.2.6	\$67,340
	3	3.1	3.1	\$69,917	\$77,407	3.1.1	\$69,917
						3.1.2	\$71,416
						3.1.3	\$72,915
						3.1.4	\$74,412
						3.1.5	\$75,907
		3.2	3.2	\$78,903	\$84,895	3.2.1	\$78,903
						3.2.2	\$80,403
						3.2.3	\$81,900
						3.2.4	\$83,395
						3.2.5	\$84,895
4	4.1	4.1	\$86,558	\$98,210	4.1.1	\$86,558	
					4.1.2	\$88,502	
					4.1.3	\$90,443	
					4.1.4	\$92,381	
					4.1.5	\$94,327	
					4.1.6	\$96,268	
					4.1.7	\$98,210	
Senior Technical Senior Officer	5	5.1	\$99,872	\$110,355		\$2,994	
		5.2	\$110,357	\$120,838			
	6	6.1	\$122,502	\$143,219		\$3,780	
		6.2	\$143,220	\$163,934			
Senior Technical Specialist	7	7.1	\$166,390	\$186,355		\$6,209	
		7.2	\$186,359	\$206,325			
		7.3	\$206,325	\$226,292			

**Effective 1 December 2020**

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$49,231	\$52,261	1.1.1	\$49,231
					1.1.2	\$50,239
					1.1.3	\$51,250
					1.1.4	\$52,261
	2	2.1	\$53,946	\$61,612	2.1.1	\$53,946
					2.1.2	\$55,042
					2.1.3	\$56,136
					2.1.4	\$57,234
					2.1.5	\$58,325
					2.1.6	\$59,423
					2.1.7	\$60,517
					2.1.8	\$61,612
		2.2	\$62,705	\$69,276	2.2.1	\$62,705
					2.2.2	\$63,801
					2.2.3	\$64,895
					2.2.4	\$65,992
					2.2.5	\$67,084
					2.2.6	\$68,182
	3	3.1	\$70,791	\$78,375	3.1.1	\$70,791
					3.1.2	\$72,309
					3.1.3	\$73,826
					3.1.4	\$75,342
					3.1.5	\$76,856
		3.2	\$79,889	\$85,956	3.2.1	\$79,889
					3.2.2	\$81,408
					3.2.3	\$82,924
					3.2.4	\$84,437
					3.2.5	\$85,956
4	4.1	\$87,640	\$99,438	4.1.1	\$87,640	
				4.1.2	\$89,608	
				4.1.3	\$91,574	
				4.1.4	\$93,536	
				4.1.5	\$95,506	
				4.1.6	\$97,471	
				4.1.7	\$99,438	
Senior Technical Officer	5	5.1	\$101,120	\$111,734	\$3,031	
		5.2	\$111,736	\$122,348		
	6	6.1	\$124,033	\$145,009	\$3,827	
		6.2	\$145,010	\$165,983		
Senior Technical Specialist	7	7.1	\$168,470	\$188,684	\$6,287	
		7.2	\$188,688	\$208,904		
		7.3	\$208,904	\$229,121		

**Effective 1 September 2021**

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$49,969	\$53,045	1.1.1	\$49,969		
					1.1.2	\$50,993		
					1.1.3	\$52,019		
					1.1.4	\$53,045		
	2	2.1	2.1	\$54,755	\$62,536	2.1.1	\$54,755	
						2.1.2	\$55,868	
						2.1.3	\$56,978	
						2.1.4	\$58,093	
						2.1.5	\$59,200	
						2.1.6	\$60,314	
						2.1.7	\$61,425	
						2.1.8	\$62,536	
		2.2	2.2	2.2	\$63,646	\$70,315	2.2.1	\$63,646
							2.2.2	\$64,758
							2.2.3	\$65,868
							2.2.4	\$66,982
							2.2.5	\$68,090
							2.2.6	\$69,205
	3	3.1	3.1	\$71,853	\$79,551	3.1.1	\$71,853	
						3.1.2	\$73,394	
						3.1.3	\$74,933	
						3.1.4	\$76,472	
						3.1.5	\$78,009	
		3.2	3.2	3.2	\$81,087	\$87,245	3.2.1	\$81,087
							3.2.2	\$82,629
							3.2.3	\$84,168
							3.2.4	\$85,704
							3.2.5	\$87,245
4	4.1	4.1	\$88,955	\$100,930	4.1.1	\$88,955		
					4.1.2	\$90,952		
					4.1.3	\$92,948		
					4.1.4	\$94,939		
					4.1.5	\$96,939		
					4.1.6	\$98,933		
					4.1.7	\$100,930		
Senior Technical Officer	5	5.1	\$102,637	\$113,410		\$3,076		
		5.2	\$113,412	\$124,183				
	6	6.1	\$125,893	\$147,184		\$3,884		
		6.2	\$147,185	\$168,473				
Senior Technical Specialist	7	7.1	\$170,997	\$191,514		\$6,381		
		7.2	\$191,518	\$212,038				
		7.3	\$212,038	\$232,558				

**Effective 1 June 2022**

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$50,594	\$53,708	1.1.1	\$50,594		
					1.1.2	\$51,630		
					1.1.3	\$52,669		
					1.1.4	\$53,708		
	2	2.1	2.1	\$55,439	\$63,318	2.1.1	\$55,439	
						2.1.2	\$56,566	
						2.1.3	\$57,690	
						2.1.4	\$58,819	
						2.1.5	\$59,940	
						2.1.6	\$61,068	
						2.1.7	\$62,193	
						2.1.8	\$63,318	
		2.2	2.2	2.2	\$64,442	\$71,194	2.2.1	\$64,442
							2.2.2	\$65,567
							2.2.3	\$66,691
							2.2.4	\$67,819
							2.2.5	\$68,941
							2.2.6	\$70,070
	3	3.1	3.1	\$72,751	\$80,545	3.1.1	\$72,751	
						3.1.2	\$74,311	
						3.1.3	\$75,870	
						3.1.4	\$77,428	
						3.1.5	\$78,984	
		3.2	3.2	3.2	\$82,101	\$88,336	3.2.1	\$82,101
							3.2.2	\$83,662
							3.2.3	\$85,220
							3.2.4	\$86,775
							3.2.5	\$88,336
4	4.1	4.1	\$90,067	\$102,192	4.1.1	\$90,067		
					4.1.2	\$92,089		
					4.1.3	\$94,110		
					4.1.4	\$96,126		
					4.1.5	\$98,151		
					4.1.6	\$100,170		
					4.1.7	\$102,192		
Senior Technical Officer	5	5.1	\$103,920	\$114,828		\$3,114		
		5.2	\$114,830	\$125,735				
	6	6.1	\$127,467	\$149,024		\$3,933		
		6.2	\$149,025	\$170,579				
Senior Technical Specialist	7	7.1	\$173,134	\$193,908		\$6,461		
		7.2	\$193,912	\$214,688				
		7.3	\$214,688	\$235,465				



**Effective 1 March 2023**

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$51,353	\$54,514	1.1.1	\$51,353
					1.1.2	\$52,404
					1.1.3	\$53,459
					1.1.4	\$54,514
	2	2.1	\$56,271	\$64,268	2.1.1	\$56,271
					2.1.2	\$57,414
					2.1.3	\$58,555
					2.1.4	\$59,701
					2.1.5	\$60,839
					2.1.6	\$61,984
					2.1.7	\$63,126
					2.1.8	\$64,268
		2.2	\$65,409	\$72,262	2.2.1	\$65,409
					2.2.2	\$66,551
					2.2.3	\$67,691
					2.2.4	\$68,836
					2.2.5	\$69,975
					2.2.6	\$71,121
	3	3.1	\$73,842	\$81,753	3.1.1	\$73,842
					3.1.2	\$75,426
					3.1.3	\$77,008
					3.1.4	\$78,589
					3.1.5	\$80,169
		3.2	\$83,333	\$89,661	3.2.1	\$83,333
					3.2.2	\$84,917
					3.2.3	\$86,498
					3.2.4	\$88,077
					3.2.5	\$89,661
4	4.1	\$91,418	\$103,725	4.1.1	\$91,418	
				4.1.2	\$93,470	
				4.1.3	\$95,522	
				4.1.4	\$97,568	
				4.1.5	\$99,623	
				4.1.6	\$101,673	
				4.1.7	\$103,725	
Senior Officer	5	5.1	\$105,479	\$116,550	\$3,161	
		5.2	\$116,552	\$127,621		
	6	6.1	\$129,379	\$151,259	\$3,992	
		6.2	\$151,260	\$173,138		
Senior Technical Specialist	7	7.1	\$175,731	\$196,817	\$6,558	
		7.2	\$196,821	\$217,908		
		7.3	\$217,908	\$238,997		

**Effective 1 December 2023**

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$51,867	\$55,059	1.1.1	\$51,867
					1.1.2	\$52,928
					1.1.3	\$53,994
					1.1.4	\$55,059
	2	2.1	\$56,834	\$64,911	2.1.1	\$56,834
					2.1.2	\$57,988
					2.1.3	\$59,141
					2.1.4	\$60,298
					2.1.5	\$61,447
					2.1.6	\$62,604
					2.1.7	\$63,757
					2.1.8	\$64,911
		2.2	\$66,063	\$72,985	2.2.1	\$66,063
					2.2.2	\$67,217
					2.2.3	\$68,368
					2.2.4	\$69,524
					2.2.5	\$70,675
					2.2.6	\$71,832
	3	3.1	\$74,580	\$82,571	3.1.1	\$74,580
					3.1.2	\$76,180
					3.1.3	\$77,778
					3.1.4	\$79,375
					3.1.5	\$80,971
					3.1.6	\$82,571
		3.2	\$84,166	\$90,558	3.2.1	\$84,166
					3.2.2	\$85,766
					3.2.3	\$87,363
					3.2.4	\$88,958
4	4.1	\$92,332	\$104,762	4.1.1	\$92,332	
				4.1.2	\$94,405	
				4.1.3	\$96,477	
				4.1.4	\$98,544	
				4.1.5	\$100,619	
				4.1.6	\$102,690	
				4.1.7	\$104,762	
Senior Technical Senior Officer	5	5.1	\$106,534	\$117,716	\$3,193	
		5.2	\$117,718	\$128,897		
	6	6.1	\$130,673	\$152,772		
		6.2	\$152,773	\$174,869		
Senior Technical Specialist	7	7.1	\$177,488	\$198,785	\$6,624	
		7.2	\$198,789	\$220,087		
		7.3	\$220,087	\$241,387		

## **APPENDIX 2 – ROSTERING PRINCIPLES**

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

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

### **APPENDIX 3 – GRADE DESCRIPTORS**

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

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

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

#### **Grade 1**

##### ***Work Environment:***

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

##### ***Typical Functions:***

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

#### **Grade 2**

##### ***Work Environment:***

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

##### ***Typical Functions:***

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

### **Grade 3**

#### ***Work Environment:***

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

#### ***Typical Functions:***

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

### **Grade 4**

#### ***Work Environment:***

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

#### ***Typical Functions:***

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

### **Grade 5**

#### ***Work Environment:***

- Decisions often impact upon staff, peers and clients outside the immediate work area
- Advice and analysis influences policy development
- Accountable for work organisation, the allocation of resources within and the outputs required of the work area
- Innovative thinking and analysis influences developments within area of responsibility
- Specialist in an area of their profession and relied on for advice in this field

**Typical Functions:**

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

**Grade 6**

**Work Environment:**

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

**Typical Functions:**

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

**APPENDIX 4 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS**

Value Range	Table 1.1: VPS Grade Descriptors and Value Ranges Standard Descriptors – Grades 1 to 4				
	Grade 1	Grade 2	Grade 3	Grade 4	
<b>Decision Making</b>	<b>VR1 2.1A</b>	<b>VR2 2.2A</b>	<b>VR1 3.1A</b>	<b>VR2 3.2A</b>	
<b>Accountability and Frameworks</b>	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> <li>• clear and detailed instructions are provided; tasks are covered by standard procedures;</li> <li>• deviation from procedures or unfamiliar situations are referred to higher levels; and</li> <li>• work is regularly checked</li> </ul> <p>Influences own daily work priorities and schedules under direction of supervisor</p> <p>Accountable for accuracy and timeliness of outputs</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p> <p>Analysis and advice contributes to decision making by others</p> <p>Manages budget and resources for the work area</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/ or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility</p> <p>Advice and analysis contributes to policy formulation</p>

<p><b>Innovation and Originality</b></p>	<p>The focus is on maintaining existing systems and processes</p> <p>Identifies opportunities to improve own efficiency and suggests these to supervisor</p>	<p>Judgement is required to solve problems arising in own work program</p> <p>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</p> <p>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</p> <p>Defines the appropriate methodology in the analysis of policy or research options</p>
<p><b>Communication</b></p>	<p><b>1.1B</b></p> <p>Provides and receives routine information</p> <p>Communication is mainly focused on routine issues that may require an understanding of the operational context</p>	<p><b>2.1B</b></p> <p>Explains rules, procedures and operational policies to individual clients or colleagues</p> <p>Presents routine information to small groups and provides feedback to organisation</p> <p>Draft routine internal reports and correspondence</p> <p>Liaises with stakeholders, clients and external providers of goods and services</p> <p>Suggests alternative approaches to clients or stakeholders</p> <p>Understands procedures for effectively dealing with people exhibiting</p>	<p><b>2.2B</b></p> <p>Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups</p> <p>Uses persuasion skills in dealing with an individual client, colleague, service provider or the like</p>	<p><b>3.1B</b></p> <p>May lead a team through activities including individual and team performance and development</p> <p>Explains concepts and policies to clients, stakeholders and staff</p> <p>Plans, leads and facilitates information sessions and consultative processes in a range of settings</p> <p>Prepares briefs on sensitive issues for consideration of others</p> <p>Draft public communication documents</p> <p>Communicates issues and advocates a preferred case or option to stakeholders</p>	<p><b>3.2B</b></p> <p>Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues</p> <p>Prepares complex operational reports requiring in-depth factual analysis</p>	<p><b>4.1B</b></p> <p>Conveys specialist concepts and policies to clients, staff and stakeholders</p> <p>Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level</p> <p>Develops and implements operational communication and consultation strategies on specific projects</p> <p>Applies negotiation persuasion and motivation skills to manage staff and stakeholders</p>



	challenging behaviours				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	
<b>Knowledge and Proficiency</b>		<b>1.1C</b>	<b>2.1C</b>	<b>2.2C</b>	<b>3.1C</b>	<b>3.2C</b>
		Focus is on learning, developing and refining work skills Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills Requires understanding of general office work routines and procedures Acquire and apply proficiency in standard office equipment and	Understands and applies theoretical principles, under supervision, to achieve defined outcomes Develops knowledge of established techniques and organisational processes Proficient in use of software or technical equipment Knowledge of legislation, regulations, policies and processes relevant and specific to the role	Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations Local reference point in operational processes and procedures	Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations Authoritative in application of processes and policy relevant to the work unit Knowledge of relevant legislation, regulations, policies and processes	Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives
						<b>4.1C</b>
						Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving Applies sound theoretical and practical expertise in development of policy options Authoritative in application of processes

	computer applications						
<b>Policy and Projects</b>	<b>1.1D</b> Provides administrative support to policy and projects, consistent with the support elements described in 1.1B	<b>2.1D</b> Drafts minutes and action plans for consideration by others Collects data, undertakes basic analysis and prepares simple reports	<b>2.2D</b> Undertakes research specified by others, including data analysis Administers routine projects under direction or coordinates project steps Contributes to operational service delivery policy development	<b>3.1D</b> Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others Conducts projects of defined scope under direction Obtains, summarises and reports on stakeholder views	<b>3.2D</b> Plans and conducts several narrowly scoped projects simultaneously Conducts aspects of more complex projects under direction Contributes to planning on large projects	<b>4.1D</b> Researches and develops recommendations in a specific field of expertise Develops and implements operational policy which impacts the immediate work area Contributes to strategic policy development within a specific field of expertise Manages projects, usually under limited direction Contributes expertise to a team working on complex projects Prepares project scopes and briefs within broad parameters Manages multi-disciplinary project teams	
<b>Administrative and Corporate Support</b>	<b>1.1E</b> Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting	<b>2.1E</b> Provides office support through activities such as using and maintaining standard office	<b>2.2E</b> Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations	<b>3.1E</b> May lead a corporate support team Manages team performance through activities such as	<b>3.2E</b> Prepares and analyses reports from corporate databases to support decision making in	<b>4.1E</b> Leads a larger or complex corporate support work unit Provides specialist administrative and	

	with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	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 2.1B	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	monitoring and reporting Maintains corporate databases and completes analysis Monitors and administers straight forward, local contracts and service agreements within a well-defined service delivery framework	the broader work area Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements	corporate support expertise Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and recommendations by interpreting and analysing data
<b>Operational Service Delivery</b>	<b>1.1F</b>	Provides routine information, such as standard information and explanations, to clients and members of the public Receives payment for routine services such as the sale of publications and individual licence fees Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening,	<b>2.1F</b>	<b>2.2F</b>	<b>3.1F</b>	<b>4.1F</b>
		Provides standard services under general supervision and within a defined service delivery framework Delivers information services to the general public or clients, including initial advice and referral Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and	Assesses client needs and implements appropriate service delivery from a range of accepted options Identifies where limited precedents apply and may recommend action to be taken Assists in preparing or presenting cases in a range of review forums, tribunals and courts	Supervises a service delivery team Assesses client needs and delivers a range of services in complex situations investigates and assesses actions by individuals or organisations against legislation, rules, regulations and service agreements Advocates issues involving established precedents before a range of review forums, tribunals and courts	Reviews client assessments and associated service delivery plans Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts Recommends strategies to represent the agency and/or clients involving complex	Determines operational service delivery plans based on accepted standards Recommends resource allocation to immediate manager in order to meet service delivery priorities Manages operational work teams Undertakes advanced case management, which may include cross agency collaboration Undertakes complex or technical investigations and makes

	assisting qualified trade persons and minor maintenance Operates and maintains tools and equipment appropriate to the function and level of qualification	provides evidence if required Reconciles, banks monies and manages petty cash		Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems	and challenging problems	recommendations for action
<b>Technical/Specialist</b>	<b>1.1G</b> 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	<b>2.1G</b> 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	<b>2.2G</b> Modifies routine scientific, technical or specialist procedures to a limited specification Exercises discretion in use of equipment and actions to achieve results within specifications	<b>3.1G</b> Conducts small to medium technical or specialist projects defined by others Undertakes technical data analysis in field of expertise Conducts field or desktop studies as part of a team Assembles non-standard technical systems or equipment to a specification Leads a small scientific, technical or specialist team	<b>3.2G</b> 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	<b>4.1G</b> 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

		Grade 5			Grade 6	
Value Range	VR 1 5.1A	VR 2 5.2A	VR 1 6.1A	VR 2 6.2A		
<b>Decision Making</b>						
<b>Rules, Guidelines and Frameworks</b>	<p>Decisions often impact upon staff, peers and clients outside the immediate work area</p> <p>Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>Advice and analysis influences policy development</p> <p>Contributes to strategic business planning</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p>	<p>Decisions may set precedents for peers</p> <p>Develops business plans to deliver on evolving organisational priorities</p>	<p>policy frameworks within area of expertise or responsibility based on defined organisational priorities</p> <p>es in strategic planning and contributes to strategic decision making process</p> <p>ble for achievement of established corporate objectives including the formulation and implementation of local business plans</p>	<p>policies, programs and initiatives that impact on programs or major functional areas</p> <p>to interpret general policy framework to make decisions in the absence of definitive operational policies</p>		
<b>Innovation and Originality</b>	<p>Innovative thinking and analysis influences developments within area of responsibility</p>	<p>Solutions and thinking may advance organisational innovation or occupational / professional knowledge</p> <p>Creatively develops options in a changing organisational environment</p>	<p>Identifies and responds to new and emerging strategic issues impacting on the operating environment</p>	<p>Contributes advanced expertise and knowledge to strategic planning and decision making processes</p>		

Communication	5.1B	5.2B	6.1B	6.2B
	<p>Initiates and maintains relationships with peer and senior internal and external stakeholders</p> <p>Focuses on understanding stakeholder issues</p> <p>Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice</p> <p>Prepares technical reports at an advanced professional level</p>	<p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement</p> <p>Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels</p> <p>Manages consultation processes including engagement with key stakeholders.</p> <p>Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice</p> <p>Is influential in negotiations with external suppliers of major services</p>	<p>Purpose of communication may be to resolve complex issues through a process of consultation and negotiation</p> <p>Prepares technical reports at an authoritative level</p> <p>Develops briefs on highly complex issues that provide options for decision within an organisation</p> <p>Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>Focuses on understanding stakeholder issues and influencing their views</p> <p>Provides authoritative expert advice on complex issues within own area</p>	<p>Is required to use formal and informal channels to influence organisation or program management to achieve goals</p> <p>Influences stakeholders holding competing priorities and views</p> <p>Briefs high level stakeholders in own area of expertise in a variety of forums</p> <p>Operates with loosely defined hierarchies of decision-making</p> <p>Negotiates to resolve differences to achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>

<b>Policy Projects</b>	<b>5.1C</b> 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	<b>5.2C</b> Advocates policy options Manages and leads complex projects	<b>6.1C</b> 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	<b>6.2C</b> 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
<b>Administrative and Corporate Support</b>	<b>5.1D</b> 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	<b>5.2D</b> Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function	<b>6.1D</b> Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation	<b>6.2D</b> 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
<b>Operational Service Delivery</b>	<b>5.1E</b> Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility	<b>5.2E</b> Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues	<b>6.1E</b> Manages a large scale organisational service or regional delivery function Develops service delivery models within business plans and objectives	<b>6.2E</b> Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models

	Determines service delivery resource allocation Provides specialist professional services or advice	Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	Provides highly specialist services or expert advice on service delivery	Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects
<b>Technical Specialist</b>	<b>5.1F</b> 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	<b>5.2F</b> Provides leadership and guidance to other specialists in the field Contributes to the development of standards relating to the sector, program or profession	<b>6.1F</b> 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	<b>6.2F</b> Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise
<b>Knowledge and Proficiency</b>	<b>5.1G</b> 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	<b>5.2G</b> 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	<b>6.1G</b> 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	<b>6.2G</b> 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



Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors – Senior Technical Specialist	
Value Range	VR 3 7.3A
	VR 2 7.2A
	VR 1 7.1A
	7.1B
<b>Decision Making Accountability &amp; Frameworks</b>	

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

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

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 Statewide reputation is associated with positions at this level

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

Generates strategic directions and programs for the agency or the sector

	<p>Develops strategic frameworks for research or industry development</p> <p>Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour</p> <p>Outcomes directly affect external perceptions of the Department by Government and the community</p> <p>Influences the national and international debate in the profession/ field of expertise</p>		
<p><b>Innovation and Originality</b></p>	<p>7.1C</p> <p>Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects</p> <p>Identifies and responds to new and emerging issues in the field and their longer term implications for the State</p>		
<p><b>Communication</b></p>	<p>7.1D</p> <p>Interacts with executives/ professional staff within the organisation and with other experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned</p> <p>Close interaction with other professionals in the field</p>	<p>7.2D</p> <p>Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>7.3D</p> <p>Initiates and negotiates joint research programs with universities and other agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time</p>

	<p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>		
<p><b>Knowledge and Proficiency</b></p>	<p><b>7.1E</b></p> <p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p> <p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		

## **APPENDIX 5 – SUPPORTED WAGE SYSTEM**

Museums Victoria is committed to the employment of people with a disability. Where an Employee cannot work at full Award wages because of a disability, their employment shall be governed by the appropriate Government standards; currently the “Supported Wage System: Guidelines and Assessment Process.” Further details appear in this appendix.

### **1.0 Guidelines and Assessment Process**

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

### **2.0 In this clause:**

- a. Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system;
- b. assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system;
- c. disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme;
- d. relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged;
- e. supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au);
- f. SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

### **3.0 Eligibility Criteria**

- a. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- b. This clause does not apply to any existing employee who has a claim against Museums Victoria which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment

#### 4.0 Supported Wage Rates

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

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

- b. Provided that the minimum amount payable must be not less than \$90 per week or such greater amount as prescribed by FWA by determination varying the applicable Modern Award in accordance with the Act.
- c. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### 5.0 Assessment of Capacity

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

#### 6.0 Lodgement of Assessment Instrument

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

## **7.0 Review of Assessment**

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

## **8.0 Other Terms and Conditions of Employment**

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

## **9.0 Workplace Adjustment**

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

## **10.0 Trial Period (unchanged)**

- a. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- b. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- c. The minimum amount payable to the employee during the trial period must be no less than \$90 per week or such greater amount as prescribed by FWA by determination varying the applicable Modern Award in accordance with the Act.
- d. Work trials should include induction or training as appropriate to the job being trialed.
- e. Where Museums Victoria and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 5.0.

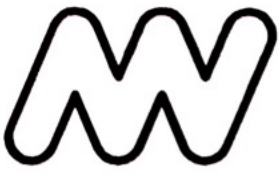
**APPENDIX 6 – HEALTH AND SAFETY STRUCTURE**

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

Designated Work Group	Museums Victoria Department (or Unit) Represented
Museums Victoria Administration and Support	Research and Collections Directorate
	Carpark Services
	Legal & Risk
	Corporate Services Directorate
	Finance
	People & Culture & Volunteers
	CEO's Directorate
	Information Services
	Exhibitions & Audience Experiences Divisional Directorate
	Bookings and Enquiries
	First Peoples
Live Exhibits	Live Exhibits
IMAX	IMAX
MM Visitor Engagement & MM Retail Shop	MM Visitor Engagement
	MM Retail Shop
Education & Public Programs	Education & Public Programs
SW Visitor Engagement and SW Retail	SW Visitor Engagement
	SW Retail Shop
IM Visitor Engagement	IM Visitor Engagement
Administration Drum	Scienceworks Operations
Research and Collections	Society & Technology
	Preparation
	Conservation
	Sciences
	Strategic Collections Management
Museum Spaces	Museum Spaces
Strategic Facilities Management	Strategic Facilities Management
Moreland Annexe	Collection & Research Facilities
	Collection Information Systems
	Society & Technology
	Conservation
Exhibitions & Audience Experiences	Production & Technical Services

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

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



19/10/2021

Dear Deputy President Colman

**Museums Victoria Staff Enterprise Agreement 2020 (AG2021/7662)  
Written undertakings under section 190 of the Fair Work Act 2009**

Museums Victoria hereby undertakes the following in relation to the Museums Victoria Staff Enterprise Agreement 2020 (AG2021/7662):

1. National Employment Standards (NES) precedence clause

*The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this agreement, the NES will apply and the clause of the agreement will not apply, except to the extent that the clause of the agreement provides for a more beneficial outcome for employees than the NES.*

2. Better off Overall Test (BOOT)

*Museums Victoria undertakes that all employees who perform work that is classified at LO1 H and LO1 I (Legal Stream) [noted in the State Government Agencies Award 2020 (MH0000121)] who are classified under the agreement as VPS Officer Grade 2 Value Range 2.1 Increment Point 8 (2.1.8) are paid an hourly rate that is equivalent to 1.50% above the hourly rate referenced under classification LO1 H and LO1 I (Legal Stream) of the State Government Agencies Award 2020 (MH0000121)].*

Signed for and on behalf of Museums Victoria

Yours Sincerely,

**Sean Royal**  
Chief, People & Engagement Officer  
Museums Victoria

CC: Donna Shell - Industrial Officer CPSU

CC: Terri Carr - Industrial Officer CPSU