

**STATE LIBRARY OF VICTORIA**

**ENTERPRISE PARTNERSHIP  
AGREEMENT**

**2005-2008**

## TABLE OF CONTENTS

	PAGE
PART A – Principles of the Agreement.....	5
1. Introduction.....	5
2. Agreement Title.....	5
3. Parties to the Agreement.....	5
4. Application of the Agreement.....	5
5. Duration and Certification of the Agreement.....	5
6. Savings Provisions and Relationship with Other Awards and Agreements.....	6
7. Anti-Discrimination.....	6
8. Code of Conduct.....	6
9. Definitions.....	6
10. State Library Victoria Outcome Statement.....	7
11. Our Values.....	7
12. Management and Leadership.....	7
13. Working Together.....	8
13.1 Human Resources Policies.....	8
13.2 Selecting the Right People.....	9
13.3 Employee Development.....	9
14. Continuous Improvement for Quality Service.....	9
14.1 Communication, Consultation and Decision Making.....	10
14.2 Consultation in Relation to Change.....	10
15. Work Environment.....	11
15.1 Facilities, Equipment and Accommodation.....	11
16. Partnership Between the Library and the Union.....	12
16.1 Paid Employee/Union Meetings.....	12
16.2 Protection.....	12
17. Service Charter.....	13
18. Commercial Revenue.....	13
PART B – Terms and Conditions.....	14
19. Modes of Employment.....	14
19.1 Ongoing Employment.....	14
19.2 Fixed-term Employment.....	14
19.2.1 Confirmation of Contract Expiry – Fixed-term Employees.....	15
19.3 Part-time Employment.....	15
19.4 Casual Employment.....	15
19.4.1 Conditions Not Applying to Casual Employees.....	16
20. Hours.....	16
20.1 Ordinary Hours.....	16
20.2 Rostered Hours.....	17
20.3 Flexi-time.....	17
20.4 Rest Breaks/Meal Breaks.....	17
20.5 Overtime.....	17
20.5.1 Monday to Saturday Inclusive Except Public Holidays:.....	18
20.5.2 Sunday Except Public Holidays.....	18
20.5.3 Public Holidays.....	18
20.5.4 Recall to Duty.....	19
20.5.5 Child Care Expenses Associated with Additional Hours.....	19
21. Workload.....	19

22. Leave .....	20
22.1 Recreation Leave.....	20
22.1.1 Purchased Leave.....	20
22.1.2 Recreation Leave Loading.....	21
22.2 Extended Leave Scheme.....	22
22.3 Leave for Family Related Purposes.....	22
22.3.1 Maternity Leave .....	22
22.3.2 Adoption Leave.....	23
22.3.3 Paternity/Partner Leave.....	23
22.3.4 Pre-Natal Leave.....	24
22.4 Personal Leave .....	24
22.5 Multi-Cultural Leave .....	25
22.6 Long Service Leave .....	26
22.6.1 Cashing In Long Service Leave.....	26
22.6.2 Recognition of Prior Service.....	26
22.7 Leave to Attend Alcohol and Drug Rehabilitation Program.....	27
22.8 Infectious Disease/Dangerous Medical Conditions.....	27
22.9 Leave for Community Contributions.....	28
22.10 Leave for Blood Donations.....	28
22.11 Jury Service .....	28
22.12 Public Holidays.....	28
22.13 Study Leave .....	29
22.14 Leave of Absence – Leave Without Pay.....	29
22.15 Occupational Health and Safety Representative Leave .....	30
22.16 Trade Union Training Leave.....	30
23. Salaries, Allowances, Benefits and Related Matters.....	30
23.1 Pay and Classification Structure.....	30
23.1.1 Salary Increases .....	30
23.1.2 Career Structure .....	31
23.1.3 Occupational Specific Structure for Librarians and Conservators, Library Technicians, Library Assistants .....	33
23.2 Performance, Development And Progression (PDP) Management .....	33
23.3 Payment of Salary .....	34
23.4 Salary for Superannuation Purposes .....	34
23.4.1 Superannuation Arrangements.....	34
23.5 Travelling and Personal Expenses .....	35
23.6 Use of Private Vehicle.....	35
23.7 Temporary Assignments and Higher Duty Allowance .....	35
23.8 Shift Allowances .....	35
23.9 Usage of Taxis and Subsidised Parking.....	36
23.10 First Aid Allowance.....	36
23.11 Salary Packaging.....	37
24. Accident Make-Up Pay.....	37
25. Disputes, Grievances and Discipline.....	38
25.1 Dispute Resolution and Grievance Procedures.....	38
25.2 Discipline .....	38
26. Right of Entry .....	39
27. Redeployment Arrangements .....	39
28. Termination of Employment.....	40
29. Traineeships .....	40

30. Home Based Work.....	40
31. Costs of Employment Related Legal Proceedings.....	41
32. Outside Employment.....	41
33. Volunteers .....	41
34. No Extra Claims .....	41
Appendix 1. - Salary Schedule.....	42
Appendix 2. - Occupational Specific Structure.....	46
Appendix 3. - VPS Pay and Classification Grade Standard Descriptors.....	50
Appendix 4. - Significant Change Procedure.....	58

## PART A

### Principles of the Agreement

#### *1. Introduction*

This Agreement follows a path set by the Library's previous Enterprise Agreements which we intend to continue to pursue. It reflects:

- recognition of the ongoing need to constructively address flexible working arrangements, operational efficiency, the needs of our users for consistent quality, and the reliability of services provided by the Library;
- an approach to employment matters that reflects cooperation between management, employees and the Union, demonstrates the high value placed on employees at the Library and is based on a commitment to employee development and to fair and equitable employment conditions; and
- a commitment to consultation aimed at fostering sound workplace relations, improving knowledge of the overall aims of the Library's business plans, increasing efficiency and productivity, and improving job satisfaction and the skills of employees.

This Agreement establishes a positive direction for the future and the basis for greater cooperation in achieving the Library's Charter.

#### *2. Agreement Title*

This Agreement will be referred to as the State Library of Victoria Enterprise Partnership Agreement 2005 – 2008.

#### *3. Parties to the Agreement*

The parties bound by this Agreement are the Library Board of Victoria and its Non Executive employees and the Community and Public Sector Union.

#### *4. Application of the Agreement*

Except where otherwise specified, this Agreement will apply to Non Executive staff employed by the Library Board of Victoria while this Agreement remains in force.

#### *5. Duration and Certification of the Agreement*

This Agreement shall operate from the date of certification by the Australian Industrial Relations Commission. The period of the Agreement shall be for a period of 36 months. The parties agree to resource and commence discussions and negotiations in order to replace this Agreement no later than three months prior to its expiration.

This Agreement will be certified under Section 170LJ of the Workplace Relations Act, 1996.

## ***6. Savings Provisions and Relationship with Other Awards and Agreements***

This Agreement shall operate in conjunction with the Victorian Public Service Award 2005 as varied from time to time. Where there is any inconsistency between the terms of the Agreement and the Award, the terms of the Agreement shall apply.

This Agreement operates to the exclusion of all previous agreements, including State Library of Victoria NEOPS Individual Employment Agreements.

No employee shall have his or her conditions reduced as a result of the making of this Agreement.

## ***7. Anti-Discrimination***

We aim to achieve the principal object in Section 3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, we will make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects. Nothing in this clause is to be taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- the exemptions in sections 170CK (3) and (4) of the *Workplace Relations Act 1996*.

## ***8. Code of Conduct***

The Code of Conduct applicable throughout the public sector will be the standard of behaviour expected of employees employed by the Library Board of Victoria.

## ***9. Definitions***

**Agreement** means the "State Library of Victoria Enterprise Agreement 2005-2008"

**Continuous Service** means "continuous paid employment with the Library, including any periods of paid leave or approved leave without pay including unpaid sick leave"

**40/60 custom and practice guideline** means "that staff are rostered a maximum of 40% on service desks in their standard roster"

**Library** is an abbreviation for the "State Library of Victoria"

**Library Board** means the "Library Board of Victoria"

**Management** means “the Chief Executive Officer and Executive Officers of the State Library of Victoria”

**Manager/Supervisor** means “any person who is responsible for the supervision of one or more staff or volunteers”

**Ordinary Pay** means the “employee’s ordinary weekly or fortnightly pay for hours normally worked excluding overtime or penalties”

**Representative** means “any person or persons elected to represent an employee(s) under the provisions of the Workplace Relations Act, 1996”

**Employee** means “all full-time, part-time and casual employees of the Library Board of Victoria inclusive of classifications VPS Grade 1 to VPS Grade 6, and Senior Technical Specialist”

**The Employer** means the “Library Board of Victoria”

**The Union/union** means the “Community and Public Sector Union”

**We/The parties** means “parties bound by this Agreement”

### ***10. State Library Victoria Outcome Statement***

Victorians will have ready access to a comprehensive collection of Victorian documentary material and to a worldwide information resources to enrich their cultural, educational, social and economic lives.

### ***11. Our Values***

**Access to Information** - We believe that access to library and information service is fundamental to the development of individual human potential, economic development and the advancement of civilisation and democracy.

**Customer Service** - We believe in excellence in service and in meeting the diverse needs of the Library’s users.

**Building Knowledge** - We believe that libraries must be active in the development of their collections, in support of scholarship, which adds value to the collections, and in the implementation of technology to ensure that access to those collections will be available to all.

**Respect** - We respect the individuality and integrity of each user and each employee, and foster an environment in which free inquiry, creativity, productivity and individual responsibility are encouraged, recognised and rewarded.

**Teamwork** - Our employees, executives, Library Board and stakeholders will work as a team to serve our customers.

**The Networked Future** - We believe that cooperation, networking and sharing of resources among all information providers is essential to maintaining excellence in meeting future customer needs.

**Lifelong Learning** - We believe that we must promote life long learning for our users and our employees.

### ***12. Management and Leadership***

In recognition of the importance of effective leadership; the following principles were developed through consultation with the Library’s employees. Principles were defined as the characteristic qualities, underlying styles and skills assumed by effective leaders.

Effective leaders:

- demonstrate a visionary perspective for the Library
- encourage a sense of belonging and acceptance through mutual respect
- recognise and encourage talent by accepting others advice and expertise
- empower employees to take risks through effective delegation of decision making
- clearly communicate their objectives and expectations
- reinforce the Library's Service Charter
- are highly visible, coaching and developing skills and teams
- show confidence in the ability of employees to perform their duties
- are receptive to others ideas demonstrating flexibility and open mindedness
- lead by example, demonstrating confidence and decisiveness
- develop the skills of the team by providing clear and constructive feedback
- demonstrate self awareness and awareness of relationships with others
- are calm in reconciling conflicting demands

We will ensure that these principles and behaviours increasingly form part of the performance assessment process for all employees.

### ***13. Working Together***

We acknowledge that the Library will be a better place to work if employees have a sense of belonging and feel that a commitment has been made to their well being, including provision for balancing work and family commitments.

We are committed to creating a culture where employees are valued, which is characterised by consistency, fairness, openness, trust, mutual support and respect, and where management and employees operate with a common purpose and direction.

#### ***13.1 Human Resources Policies***

As part of its ongoing commitment to continuous improvement in all areas, the Library will ensure that its current Human Resources policies, practices and procedures reflect a culture of mutual trust and respect demonstrating fairness and consistency. This includes policy support for the provision of various medically recognised proactive health initiatives.

In keeping with this commitment the Library will continue to provide access for employees to independent and confidential Employee Assistance Programs.

The Library will continue to progressively integrate training in all Human Resources policies, practices and procedures into its annual Corporate Training and Development calendar, including a comprehensive induction program for all newly appointed employees and managers.

### ***13.2 Selecting the Right People***

We remain committed to the continual improvement of processes and the application of merit, equity, transparency and open competition in all recruitment and selection processes in order to select the right people.

We will ensure that members of selection panels are adequately trained and, for all cases, will develop accurate documentation of job requirements and selection criteria.

Position documentation will emphasise each individual's responsibility for pursuing continuous improvement, expected behaviours and standards, and the importance of communication skills, management/leadership skills, teamwork and a customer orientation. Recruitment will be undertaken in a timely and effective manner.

In order to select the right people our recruitment processes will be transparent and equitable and will include referee checking, improved interviewing techniques and adequate induction.

The Library will continue to provide recruitment and selection training to a broader cross section of employees to increase and enhance the pool of appropriately trained interview panel members.

### ***13.3 Employee Development***

We recognise that the knowledge and experience of employees should be utilised when reviewing service delivery, work practices, policies, and procedures in order to achieve a high level of business improvement, to satisfy customers and, ultimately, to increase the effectiveness of the organisation.

We also recognise that there is a need to continually develop the professionalism, skills and knowledge of employees through a range of training and development strategies in line with the progression criteria established by the Library's Performance Development and Progression System. The implementation of these strategies will be based on principles of equity of access, quality and cost effectiveness.

The Training and Development Committee, comprised of divisional training coordinators, will continue to perform its role in providing a forum for consideration of organisation wide training issues, promoting equity of access for all staff and providing input and feedback on Library policies relating to staff development.

## ***14. Continuous Improvement for Quality Service***

The success of this agreement will and ought to have direct and measurable impact on the Library's ability to achieve and deliver service excellence against key result areas identified by the Strategic Plan and the annual Business Plan. In order to achieve this, the parties agree to commit to ongoing and continuous improvement.

To build on the current level of flexibility changes may be required to the way in which jobs are designed and tasks undertaken. Defining and implementing strategies for waste reduction and improved services and work practices will become the normal way of the Library's business

operating approach. In undertaking reviews of current practice, the Library undertakes to collaborate with employees in identifying opportunities for improvement.

In undertaking reviews of current practice, management acknowledges the concerns of employees with regard to workload and its impact on service quality and access to collections, and undertakes to consult with and consider the views of employees throughout the review processes.

The existing custom and practice of 40/60 will continue to be observed. This makes possible quality service to the public on desks; maintenance and building of collections; and enhancement of staff knowledge and skills.

#### ***14.1 Communication, Consultation and Decision Making***

We recognise that effective decision-making generates the most beneficial outcomes for the Library, its users and staff. We also recognise that effective decision-making will only be delivered if a culture of genuine consultation is encouraged, if staff expertise is drawn on, and if clear accountable lines of responsibility for decision-making are understood.

We will work to achieve an environment that draws upon the best available skills and methods to allow more informed decisions to be made across all levels, and at the most appropriate level, of the organisation.

We acknowledge that people communicate in different ways, therefore we value individual expression, provided that opinions are expressed in a courteous and objective manner for the benefit of individuals (including staff and customers) and the organisation.

#### ***14.2 Consultation in Relation to Change***

While recognising that the Board has the ultimate responsibility to make decisions relating to the strategic direction of The State Library of Victoria, it is accepted that the best outcomes will be delivered for the Library and its employees if a culture of genuine consultation is encouraged, particularly in relation to issues which will, or may, directly affect employees.

The Library will ensure a formal consultative process is provided for management, employees and the union to meet and discuss issues relating to workplace change proposals.

The Union may submit alternative proposals, which will meet the indicated rationale and benefits of any change proposal. 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. If such a proposal is made the Library must give just cause to the Union if the Library does not accept its proposals.

Accordingly, where the Library has made a decision to introduce significant changes to existing work practices of employees, the procedure in appendix four (4) of this Agreement.

Any dispute concerning the operation of this clause shall be dealt with in accordance with the dispute resolution and personal grievance procedures as provided for under clause 25.1 of this Agreement.

### ***15. Work Environment***

The Library is committed to the continuous improvement of its work environment for all employees. The Library Accommodation guidelines and practices are designed to form the basis on which any such improvements will be made and include statements related to employee access to amenities and services such as lockable places for personal belongings.

In line with this the Library supports its employees' efforts to maintain fitness and health and opportunity and access to activities and/or endeavours that promote health and well being. This includes;

- access and information related to broader community health initiatives and discounted services where these can be secured at no extra cost to the Library;
- community health initiatives and discounted services where these can be secured at no extra cost to the Library;
- facilitating, where possible, onsite delivery of government health services;
- increasing awareness amongst its employees of the services and facilities available;
- a proactive and preventative approach to ergonomic practices including conducting ergonomic assessments and follow through on recommendations.

In keeping with the spirit of this clause the Library where practicable will give consideration to any initiatives proposed by employees that would meet these objectives of promoting health and well being.

As part of this commitment, the Library will ensure that sound Occupational Health and Safety policies, practices and procedures are applied in line with the current OH&S Manual and legislative requirements.

This includes commitment to the principles of:

- cooperative and consultative relationships between management, staff and OH&S representatives;
- developing effective workplace partnerships based on mutual respect, trust and preparedness to consider alternative viewpoints;
- acknowledging the role of OH&S representatives by formally noting this within their individual work plans, with consideration for the demands that may be made on these staff from time to time.

These principles are aimed at the continued education of all staff members and raising awareness of everyone's responsibility for health and safety within our workplace.

#### ***15.1 Facilities, Equipment and Accommodation***

The employer shall provide employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the parties to this Agreement.

The employer shall provide in readily accessible locations first aid equipment adequate for the nature of the employee's duties.

### ***16. Partnership Between the Library and the Union***

Both parties are committed to cooperative industrial relations, which support the primacy of collective negotiations based on a quality Library service. Constructive dialogue underpins this relationship.

In support of this they will work together to foster a harmonious and professional working relationship which follows the industrial relations principles of:

- cooperative and consultative relationships between management, employees and the union;
- management, employee and union relationships to be based on mutual respect, trust and preparedness to consider alternative viewpoints;
- collective negotiations between management and employees, involving a joint problem solving approach focusing on long term gains for all parties;
- working within a progressive industrial relations culture to achieve a high performance public sector agency with an effective workplace partnership;
- acknowledgement of the appropriate role for union workplace representatives by formally noting this within their individual work plans, with consideration for the demands that may be made on these employees from time to time.

As part of this the Library will include a current listing of Union delegates and their contact details within its Corporate Induction kit.

Employees will be allowed reasonable access to electronic communication devices and notice boards to facilitate communication and the circulation of materials between employees and /or the union, provided that such communication is not offensive or improper.

#### ***16.1 Paid Employee/Union Meetings***

In the spirit of a cooperative, partnership approach to employer/ employee relations as outlined elsewhere in this agreement, the Library will allow for in certain circumstances, paid Union meetings to consider key issues which are likely to have an effect on employees.

In such cases, if the Union wishes to call such a meeting, it will put forward a request and discuss the issue with management in a reasonable time frame beforehand. At all times the operational needs of the Library as far as its continuing ability to provide a service to the public will be a prime consideration.

#### ***16.2 Protection***

An employee shall not be dismissed or injured in their employment or have their employment altered to their prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of their status as an authorised representative of a union, engagement in

lawful activities as an authorised representative of a union or on the basis of their membership of a union or participation in lawful union activities, provided that where any such activities are undertaken during working hours, the employee's release has been approved or not unreasonably withheld.

An employer party to this Agreement shall not injure a person in their employment, or alter the terms or conditions of employment of a person to their prejudice on the basis of their membership of or participation in the lawful activities of a union, provided that where any such activities are undertaken during working hours, the employee's release has been approved or not unreasonably withheld.

### ***17. Service Charter***

Our Service Charter describes the Library's commitment to its customers. It tells our users what standards of service they can expect and what to do if they are not satisfied.

The standards as developed in consultation with employees and recommended to and accepted by the Library Board, are that we will;

- Help our users find their way around the State Library building
- Help our users become as self sufficient as possible in using the Library by showing them how to use catalogues and information sources and obtain the books and articles they want
- Assist them to use equipment
- Respond quickly to equipment failures
- Explain fees payable for services such as photocopying
- Review fees regularly to ensure they are fair and appropriate.

We will also deliver high quality, reliable service in an equitable, courteous and responsive manner. We will review processes to ensure continuous improvement and customer focus.

Our current service commitments include:

- Guaranteeing 99% availability of our computer network throughout the year
- Delivering 90% of the books our users request from closed storage areas at our Swanston Street building within thirty minutes
- Answering our customers letters, faxes and emails within ten days
- Providing an explanation when service standards are not met.

In support of this Charter we commit to listening to the opinions of our customers on our services and facilities.

### ***18. Commercial Revenue***

The parties acknowledge that Library's success in implementing its business plan and in generating ongoing funding and support from sponsors, donors and business partners, is crucial to the financial viability of the organisation, and the ability to deliver on our objectives. Accordingly, we agree to proactively identify, evaluate and develop new products and services that are in alignment with our corporate plan and values, and which will not detract from the Library's credible public image.

## PART B

### Terms and Conditions

#### *19. Modes of Employment*

Employees may be employed on an ongoing, fixed term or casual basis.

#### *19.1 Ongoing Employment*

Employment for which no end-date is expressed or implied. Employees with ongoing appointments may accept transfers, temporary assignments or promotions without affecting their ongoing status. Ongoing employment may be full-time or part-time.

#### *19.2 Fixed-term Employment*

Employment that is for a set period of time, not greater than three years, as specified in a letter of offer from the Library to the employee. Subject to operational requirements and demonstrated satisfactory performance a fixed term employee may be re-employed for a further period of employment.

Fixed Term employees may accept transfers including at a higher classification level, provided that the period of employment is not extended. At the expiration of the temporary assignment the employee will return to the former fixed term position. Where the employee is promoted, or is transferred with an extension to the period of employment, the current fixed term employment will be terminated, and a new contract negotiated. Fixed term employment may be full-time or part-time.

The use of fixed term employment in all areas covered by this Agreement is limited:

- To replacement of employees proceeding on approved leave;
- To meet fluctuating client and staffing needs and unexpected increased workloads;
- To undertake a specific, but finite, task and/or project (possibly linked to funding from an external source);
- To fill a vacancy resulting from an employee undertaking a temporary assignment or secondment elsewhere in the public service; or
- To temporarily fill a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available.

Appointment on the basis of fixed term contract(s) of employment shall be limited to a maximum of three years.

### ***19.2.1 Confirmation of Contract Expiry – Fixed-term Employees***

Where a Fixed Term employee is employed on a contract of greater than 6 months duration, the Library will provide confirmation, in writing, at least 4 weeks before that contract ends, that the contract will in fact expire at the date stipulated in the relevant letter of offer. This is designed to assist Fixed Term employees to plan their future constructively.

Payment of salary to an affected employee will not cease until 4 weeks after this confirmation has occurred (i.e. If management fail to confirm the contract expiry at least 4 weeks before the notional end of the contract, then payment of salary to the employee will be extended such that the employee will receive 4 weeks salary after the notice is given).

### ***19.3 Part-time Employment***

Employees may be employed on a part time basis for less than 38 hours per week. Provisions relating to salary, leave and all other entitlements contained within this agreement shall apply to part time employees on a pro rata basis.

Part time employment will be for no less than 3 consecutive hours in any day worked.

The Library will consider applications for employees seeking to work part time, and will attempt to accommodate such requests where this can be done without detriment to operational requirements.

The actual pattern of attendance of part time employees (i.e. days of work, starting and finishing times) can be varied by mutual agreement between the Library and the employee.

Where possible the Library will accommodate for those employees who reduce their hours to part time to be given every opportunity to increase their hours up to the former level, subject to consideration of service and operational requirements and suitability of the work available.

### ***19.4 Casual Employment***

The Library may engage employees on a casual basis.

The employment of casuals in all areas covered by this agreement is limited to:

- employment that meets short term demands which are not continuing and would not be anticipated to be met from existing staffing levels, or
- of an irregular, intermittent, or ad hoc nature (over a period of up to twelve months, as specified in a letter of offer from the Library to the employee).

A minimum period of engagement on any single occasion is three consecutive hours. A casual employee must not be regularly rostered.

Casual employees shall receive a loading of 25% on their hourly rate of pay in recognition of the irregular and short term nature of their employment, and in lieu of the various terms and conditions of this EPA which do not apply to casual employees (see clause 19.4.1). Casual employees are not entitled to any payments or loading for public holidays not worked.

An employee shall not be engaged as a casual to avoid any obligation in this agreement.

The use of casual labour will not be for the purpose of undermining the job security of full-time continuing employees, or for the purposes of turning over a series of casual workers to fill any ongoing employment vacancy.

Therefore, the employment of casuals in all areas covered by this Agreement is limited to:

- meeting short-term work demands which are not continuing and would not be anticipated to be met from existing staffing levels; or
- meeting specialist skill requirements which will not be required on a continuing or frequently recurring basis.

#### ***19.4.1 Conditions Not Applying to Casual Employees***

Casual employees are excluded from the provisions of the following clauses:

- Clauses 20.1, 20.2, 20.3 (hours of duty);
- Clause 22 other than 22.6 LSL, which may apply;
- Clause 24 (accident makeup pay);
- Clause 27 (redeployment arrangements); and
- Clause 19.2.1 (confirmation of contract expiry).

Periods of casual employment cannot be aggregated for determining periods of continuous service.

## ***20. Hours***

### ***20.1 Ordinary Hours***

The Library recognises the need for hours of work to be flexible to take into account operational requirements and personal and family circumstances. The standard hours of work shall be 38 hours over any seven consecutive days or 76 hours over any fourteen consecutive days. The standard working day will be 7.6 hours. Unless otherwise agreed, employees will not be required to work more than five days out of any seven.

Unless by agreement between the Library and employee, the Library will not require the employee (other than employees who work shifts or rosters) to perform ordinary hours of work outside the time of 7.00 am to 7.00 p.m. on any week day, or to perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

The exact hours will be agreed between the relevant manager/supervisor and the employee. This will include the days to be worked, starting and finishing times, appropriate breaks and average day length. Where local arrangements are made these will be documented.

A variation of the agreed hours may be initiated by either the employee or management but must be agreed by both parties and must involve consideration of operational requirements and taking into consideration the needs of employees. Such variation should involve a notice period that is mutually acceptable, having regard to the employee's personal/family requirements.

### ***20.2 Rostered Hours***

Employees required to participate in 7-day rosters will be required to work an average of 76 hours over any 14 day period or 152 hours over any 28 day period. A standard day is 7.6 hours. Rosters will be developed to meet service delivery and occupational health and safety requirements. A minimum notice period of 2 weeks will be required for any substantial/major changes to roster patterns that may arise from operational needs, unless the affected employees and the relevant supervisor mutually agree on a lesser period.

### ***20.3 Flexi-time***

By agreement and subject to operational and roster requirements, employees will have the opportunity to arrange their work hours flexibly. The following principles will apply:

- The standard flex-time bandwidth is 7.00am. to 7.00pm. with a minimum of 30 minutes for an unpaid meal break.
- Flexible hours will be subject to local management approval and operational and roster requirements.
- For the purpose of night shift the hours of 6pm to 9pm cannot be flexed.
- Both full-time and part-time staff up to and including VPS Grade 5 may have access to flexible working hours.
- At any given time employees can carry a credit of up to a maximum of 5 flex-days that can be banked and used per calendar year.

Subject to service and operational requirements, employees, wherever possible, will not be prevented from taking accrued flexi-time due to inadequate staffing levels.

### ***20.4 Rest Breaks/Meal Breaks***

Staff will work for a maximum of five hours after which a minimum 30-minute rest break will be provided. This does not preclude staff members taking a break prior to five hours being worked. A minimum 10-hour break must be taken between shifts. Such rest breaks are unpaid.

### ***20.5 Overtime***

With the prior agreement of the relevant manager/supervisor, hours additional to ordinary hours may be worked. An employee must work a minimum of 7.6 hour standard day prior to additional hours being recognised.

By agreement between the employee and their manager/supervisor, the employee may choose to take time-in-lieu in place of overtime payment as compensation for additional hours worked. Where an employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis;

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

Time-in-lieu shall be paid out at the appropriate overtime rate when it is not able to be taken by the end of the following month in which it accrued due to operational constraints. Any time-in-lieu accrued, for the purposes of this clause, shall be paid out upon termination at the appropriate rate.

Part-time employees are not eligible for the payment of overtime at their normal hourly rate until the total hours in a fortnight exceed 76 hours.

However, consideration will be given to the payment of overtime in instances where a part-time employee is required to work beyond their normal hours in emergency situations.

Remuneration for any overtime shall be as follows for employees up to and including employees at VPS Grade 4:

An employee who works more than two continuous additional hours on one day will be eligible to receive reimbursement for a meal that would normally be taken at home and where the overtime commenced either immediately following or immediately proceeding a normal period of duty. The maximum amount payable shall be that which applies in the Victorian Public Service.

***20.5.1 Monday to Saturday Inclusive Except Public Holidays:***

first three hours: 50% in addition to the employee's ordinary hourly rate;  
hours thereafter: 100% in addition to the employee's ordinary hourly rate.

***20.5.2 Sunday Except Public Holidays***

100% in addition to the employee's ordinary rate.

***20.5.3 Public Holidays***

- a) in addition to the normal rate of pay, an additional 150% will be paid;
- b) if on a normally rostered day on and hours in excess of ordinary hours: 150% in addition to the employee's ordinary hourly rate;
- c) if on a normally rostered day off: 150% in addition to the employee's ordinary hourly rate.

Employees at the VPS Grade 5 and VPS Grade 6 classification levels are not eligible for payment in relation to additional hours. VPS Grade 5 employees are eligible for time-in-lieu on an hour for hour basis for additional time worked.

#### ***20.5.4 Recall to Duty***

- a) an employee who, due to emergency or other unforeseen circumstances, is recalled to perform overtime duty shall be paid for a minimum of three hours at the appropriate overtime rate when recalled to the Library, and for a minimum of two hours at the appropriate overtime rate for work relating to systems support which is performed at home;
- b) an employee called upon to provide professional advice or assistance on the telephone, but is not required to perform work outside of the phone call, will be paid a "flag-fall" equivalent to one hours' pay for the first phone call, and a flat rate of \$10 for any subsequent call. In the event that this advice results in a recall to perform overtime duty in accordance with paragraph (I), overtime will commence from the time of the first contact. In this case, the "flag-fall" for 2nd and subsequent calls will not apply;
- c) VPS Grade 5 and 6 employees are exempt from this provision;
- d) by agreement between the employee and the employer, time-in-lieu may be taken in place of the above allowances. VPS Grade 5 employees are entitled to time-in-lieu.
- e) except in an emergency, a continuous rest break of at least 8 hours shall be provided between the completion of any recall to duty and the commencement of the next scheduled shift. Where an employee is required to commence the next scheduled shift without having had an 8 hour break, double time rates will apply to this period of ordinary duty.

#### ***20.5.5 Child Care Expenses Associated with Additional Hours***

Where employees are required by the Library to work outside their ordinary hours of work and where less than 24 hours notice of the requirement to perform such overtime work has not been given by the Library, the employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the employee must be provided to the Library as soon as possible after the working of such overtime.

### ***21. Workload***

The Library acknowledges the benefits to both the organisation and individual employee gained through employees having a balance between both their professional and family life.

The Library 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, the Library may require an employee to work overtime where:

- such work is unavoidable because of work demands; and
- reasonable notice of the requirement to work overtime is given by the Library.

When an employee is required by the Library 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.

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 the Library to address the employee's concerns. When an employee reduces their hours to part time, any reallocation of hours will be undertaken with regard to the current Library budget and will ensure rostering and operational requirements are accommodated for as applicable.

Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by the Library, an employee may refuse overtime work where this would impose personal or family hardship or interfere with the employee's personal commitments.

## ***22. Leave***

A day for the purpose of approved leave, shall be debited at the rate of 7hrs 36 minute (7.6 hours) for all full time employees. Part-time employees will be debited on the basis of the actual hours worked or scheduled to work, on the day of leave

Subject to service and operational requirements, employees wherever possible will not be prevented from taking leave/flex days due to inadequate staffing levels

Employees will have access to various forms of leave within their first 12 months of employment. These include Clauses 22.1 Recreation leave (including leave loading), 22.3.4 Pre Natal leave, 22.4 Personal Leave, 22.5 Multicultural leave, 22.9 Leave for Community contributions, 22.10 Leave for Blood Donations, 22.11 Jury Service, 22.12 Public Holidays, 22.13 Study leave, 22.14 Leave of Absence/Leave without pay, 22.15 OH&S Representative leave, 22.16 Trade Union Training leave and Accident Compensation Leave provided in Clause 24 (Accident Makeup Pay).

### ***22.1 Recreation Leave***

A full time employee is entitled to four weeks (152 hours) paid recreation leave for each calendar year of service, or on a pro rata basis for any period of employment which is less than one calendar year. (Part-time employees are entitled to recreation leave on a part time basis).

Leave is credited at the end of the month in which it is accrued, at the rate of 12 and 2/3 hours per completed month of service. Where possible the Library will accommodate for employees to take leave in advance for the current calendar year, subject to service and operational requirements.

Recreation leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between the Library and the employee, leave may be deferred beyond that date.

An employee cannot (without prior approval) accrue recreation leave in excess of 8 weeks (304 hours).

Where employees are required to work on Sundays as part of normal rostering arrangements, they will accrue an additional half day Recreation Leave for each Sunday worked, up to a maximum of 5 days (38 hours) additional leave per year.

#### ***22.1.1 Purchased Leave***

Notwithstanding any other provision of this Agreement, an employee may, with the agreement of the employer, work between 44 weeks and 51 weeks per year. Access to this entitlement

may only be granted on application from an employee and cannot be required as a precondition for employment.

Where the employer and employee agree to a reduction in the number of working weeks the employee will receive additional annual 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 weeks' leave	5 weeks in total

The employee will receive a salary equal to the period worked (i.e. 46 weeks, 49 weeks) which will be spread over a 52 weeks period and accrual of sick leave and long service leave by the employee shall remain unchanged.

As an alternative to entering into this arrangement, the employee may request that one or more weeks of their recreation leave entitlement each be converted to two weeks' leave on half pay.

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

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

### ***22.1.2 Recreation Leave Loading***

Each employee will in respect of recreation leave be entitled to be paid in addition to their salary the greater of the following amounts:

- an allowance at the rate of 17.5% of the employee's salary for the period of recreation leave; or
- an allowance equal to any additional payments to which the employee would be entitled for shift, Saturday or Sunday duty which the employee would be required to perform if he or she were not proceeding on recreation leave.

The maximum payable recreation leave loading will not exceed the amount calculated in respect of a salary of the top of VPS Grade 4.

Recreation leave loading will be paid to all Library employees in a lump sum in the first pay period in January each year, or upon resignation or termination of employment.

## ***22.2 Extended Leave Scheme***

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

On completion of the fourth year, the employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.

Where an employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non attendance shall not constitute a break in service and shall count as service for all purposes.

If the Library 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.

## ***22.3 Leave for Family Related Purposes***

After 12 months' continuous paid service with the Library, an employee is entitled to leave for family related purposes. Periods of leave without pay (including unpaid Maternity Leave) are not counted as service for determining eligibility to paid Maternity Leave, Adoption Leave, Paternity/Partner Leave and compassionate leave. Parental leave, including: paid and unpaid Maternity, Paternity/Partner and Adoption leave, shall be provided in accordance with Schedule 14 of the *Workplace Relation Act 1996* (Cwth). Where an employee is the primary carer, paid or unpaid Maternity and/or Adoption Leave must not exceed 52 weeks.

Family is defined as follows:

*Family means a relation by blood, marriage (in fact or in law), adoption, fostering or traditional kinship or a person who stands in a bona fide domestic relationship with the staff member including same sex partners.*

### ***22.3.1 Maternity Leave***

On production of appropriate supporting medical documentation, an employee shall be granted up to 52 weeks maternity leave of which 14 weeks will be with pay if the employee has more than 12 months' continuous service. An employee is required where possible to give a minimum of 10 weeks' notice of intention to take this leave. The paid portion of Maternity leave may be taken on half pay (i.e. 28 weeks half pay). Unpaid maternity leave is also available to employees with less than 12 months continuous paid service.

An employee will also be entitled to the equivalent of 14 weeks paid maternity leave if she has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

An employee shall confirm her intention of returning to work by notice in writing, giving not less than four weeks prior to the expiration of maternity leave. If agreed by the Library and the employee, the return to work can be on a part time basis until the commencement of the child's

schooling. If such part time work is requested by the employee, the Library will not unreasonably withhold agreement. The Library will respond to a request to work part time within two weeks of the request being made by the employee. The Library acknowledges the need for employees to balance their work and family responsibilities, and will actively facilitate job-share or part-time arrangements. The Library will not leave the balance of the employee's pre-maternity leave ordinary hours vacant but will endeavor to fill the balance of the position.

An employee who resumes duty at the expiration of an approved period of maternity leave is entitled to a further grant of maternity leave without any further continuous service qualifying period. However, further maternity leave is not granted until the employee has completed the original grant of leave.

### ***22.3.2 Adoption Leave***

On production of appropriate supporting documentation, the primary care giver shall be granted up to 52 weeks adoption leave, of which 14 weeks will be with pay if the employee has more than 12 months' continuous service. Secondary caregiver has provision for 1 week's paid adoption leave.

An employee, where possible, is required to give a minimum of 10 weeks' notice of intention to take leave. The paid portion of adoption leave may be taken on half pay (i.e. 28 weeks half pay). Unpaid adoption leave is also available to employees with less than 12 months continuous paid service.

If agreed, the return to work following adoption leave can be on a part-time basis until the commencement of the child's schooling. If such part time work is requested by the employee, the Library will not unreasonably withhold agreement.

If the employee requests part-time work, the Library will not unreasonably withhold agreement. To assist a request by an employee to return to work on a part-time basis, the library will actively facilitate job-share or part-time arrangements. The Library will not leave the balance of the employee's pre-maternity leave ordinary hours vacant but will endeavor to fill the balance of the position.

An employee who resumes duty at the expiration of an approved period of adoption leave is entitled to a further grant of adoption leave without any further continuous service qualifying period. However, further adoption leave is not granted until the employee has completed the original grant of leave.

### ***22.3.3 Paternity/Partner Leave***

An employee other than a casual employee who has at least 12 months continuous paid service will be entitled to 1 weeks paid paternity/partner leave in connection with the birth of a child for whom he or she has accepted responsibility, to be taken either before and/or after the birth. If he or she is the primary care giver he or she will be entitled to a further 51 weeks of unpaid paternity/Partner leave. An employee will also be entitled to 1 weeks paid paternity/partner leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

An employee shall confirm his or her intention of returning to work by notice in writing to the employer, given not less than four weeks prior to the expiration of the period of paternity/partner leave. If agreed by the employer and the employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the employee, the employer will not unreasonably withhold agreement. It is agreed that the three-year limitation on the use of fixed term employment does not apply in these cases.

#### ***22.3.4 Pre-Natal Leave***

In addition to the maternity leave and personal/carer's leave provisions of this Agreement, an employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. A medical certificate must cover each absence.

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

On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will have access to paid leaves under this sub clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. A medical certificate must cover each absence.

#### ***22.4 Personal Leave***

Full time employees are entitled to eighteen days (136.8 hours) of personal leave for each year of employment, on full pay. Part time employees are entitled to personal leave on a proportional basis based on their hours of duty.

The full pay equivalent of accrued sick leave credits will be credited as personal leave credits.

Eighteen days of full-pay personal leave will be credited on the date of the employee's on-going engagement and thereafter each year on the anniversary of the employee's engagement.

Personal leave granted will be deducted from the credits on an 'hour for hour' basis, with no salary variation.

For non-ongoing employees, personal leave will be granted on a pro rata basis after 1 month service.

Paid personal leave shall be available to an employee when they are absent:

- Due to personal injury or illness, or
- For the purpose of attending medical appointments (doctor of medicine, dentist, physiotherapist, chiropractor, osteopath, psychologist, chiropodist, optometrist or other alternative practitioners as agreed between the employer and the employee), or

- For the purpose of caring for a member of their immediate family or household who is dependent on the care and support of the employee, or
- Caring for a person for whom the employee has primary caring responsibility, or
- On the occasion of the death or serious illness of a member of their immediate family, or
- As a result of exceptional or special circumstances, including moving house.

Where personal leave is being used as a result of personal illness or injury, an absence of more than 2 days:

- Will require notification of the cause and expected duration of absence; and
- May require the presentation of a medical certificate.

There is no cap on the amount of carer's leave that employees may access within the employee's credit. However it is only to be used for non-enduring situations. An absence of more than 2 days:

- Will require notification of the cause and expected duration of absence; and
- May require the presentation of a medical certificate.

Unused personal leave will accumulate but cannot be paid out on separation.

When absent due to personal illness or injury, an employee may use personal leave accumulated in previous years in circumstances where their current year's leave has been exhausted. The production of a medical certificate may be required in those instances.

If medically unfit for one day or more while on Recreation or Long Service Leaves, an employee can substitute the Recreation or Long Services Leaves for Personal leave subject to the provision of a medical certificate.

The Library may in exceptional circumstances grant employees additional personal leave on half-pay where paid leave credits have been exhausted.

Employees are encouraged to use flex time for absences of less than 1 day and unless an employee indicates otherwise by applying for personal leave, such absences will automatically be recorded as flex time and deducted from the current flex time balance.

The maximum continuous period of personal leave granted for absences due to personal illness or injury is no more than 52 weeks paid leave.

### ***22.5 Multi-Cultural Leave***

In recognition of our diverse workforce, employees of Aboriginal/Torres Strait Islander descent or from other religious or cultural groups may be granted leave without pay for religious or ceremonial purposes where the leave sought is:

- connected with the death of a member of the immediate or extended family; or
- for other ceremonial obligations under Aboriginal or Torres Strait Islander law; or
- for any other religious and cultural events.

Prior to being granted multicultural leave, employees may apply for paid compassionate leave or given access to other paid leave entitlements.

Granting of this leave must take into consideration the operational demands of the relevant work unit and, wherever possible, intentions to access multicultural leave should be notified to supervisors in advance.

### ***22.6 Long Service Leave***

Employees who have ten years of recognised employment are entitled to 3 calendar months long service leave (LSL) with pay.

After ten years of recognised service employees shall be further entitled to 1.5 calendar months long service leave with pay on completion of each subsequent five years of continuous service. Long service leave may be taken on half pay. Pro rata salary calculations apply to part-time employees.

Employees may access the entitlement to long service leave on a pro-rata basis, after an initial seven years of continuous service.

Payment in lieu will be granted after four years where an employee retires on the grounds of age or ill health or where the employee's employment is terminated other than on the grounds of serious misconduct or resignation.

#### ***22.6.1 Cashing In Long Service Leave***

The monetary value of accrued LSL may be granted to an employee, subject to Library approval and funds being available. Employees will be made aware of the taxation implications of cashing in of LSL prior to processing of the request.

#### ***22.6.2 Recognition of Prior Service***

Upon commencement, an employee may seek recognition of prior service for long service leave and sick leave purposes. Recognition of previous service is at the discretion of the State Library and is not automatic. If previous service is recognised, the appropriate sick leave balance and long service leave accrual date will be credited to the employee. New employees wishing to apply for recognition of prior service must do so within 6 months of commencing at the Library.

Sick and long service leave balances will only be credited where arranged prior to employment, and where a cheque for the gross value of those credits is received from the previous employer.

Where there is a break in approved service, between ceasing and recommencing employment with the Library, prior approved service may be recognised if the break was of 12 months' duration or less, except where the break was occasioned by dismissal or if the employee received pay in lieu from the Library for any period of prior approved service.

The following will be recognized as service in the Victorian Public Service/Sector for the purposes of long service leave and sick leave:

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

### ***22.7 Leave to Attend Alcohol and Drug Rehabilitation Program***

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

- the employee's work performance is adversely affected by the misuse of drugs of alcohol;
- the employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse problems; and
- a registered medical practitioner has certified that in his or her opinion the employee is in need of assistance because of their misuse of alcohol or drugs and that the employee is suitable for an approved rehabilitation program.

On production of proof of attendance at an approved rehabilitation program in accordance with this clause, an employee may be granted leave as follows:

- An employee who has completed 2 years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay

<b>Completed 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 or more years	40 days	30 days

An employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

### ***22.8 Infectious Disease/Dangerous Medical Conditions***

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

Where the Library reasonably believes that the employee is in such state of health as to render the employee a danger to other employees, the Library may require the employee to absent himself or herself from the workplace until the employee obtains and provides to the Library a report from a registered medical practitioner. Upon receipt of the medical report, the Library may direct the employee to be absent from duty for a specified period or, if already on leave, direct such employee to continue on leave for a specified period. Any such absence of an employee must be regarded as sick leave.

### ***22.9 Leave for Community Contributions***

In recognition of its commitment to the Victorian community, the Library will provide paid leave to employees undertaking activities including voluntary work with the Country Fire Authority, State Emergency Services, Red Cross, participation in Defence Forces Reserve activities, representation on the Union Council, and participating as a member of a municipal council.

Employees will be entitled to receive paid leave as follows:

- Country Fire Authority/State Emergency Services/Red Cross/ representation on the Union Council - no limit but subject to no undue inconvenience being caused to the Library
- Defence Forces Reserve - maximum of 18 days per year
- Municipal activities:
  - Mayor – up to 3 hours per week; subject to no undue inconvenience to the Library
  - Councillor – up to 3 hours per fortnight; subject to no undue inconvenience to the Library

Verification of the employee's bona fide involvement in any of these activities is required.

Employees are required to obtain prior approval for any of the above types of leave.

### ***22.10 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.

### ***22.11 Jury Service***

Where an employee is required to attend court for jury duty, he/she will be granted paid leave for the duration of the jury duty.

On resumption of duty after jury service, employees will provide an attendance certificate obtained from the Sheriff or Clerk of the Court. Employees may retain fees received from performing jury duty to cover any out of pocket expenses.

### ***22.12 Public Holidays***

An employee, other than a casual employee, shall be entitled to the following holidays without loss of pay:

- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.
- When Christmas Day or Boxing Day fall on either a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next weekday that is not already a public holiday.
- When New Year's Day or Australia Day fall on a Saturday or Sunday, a holiday in lieu thereof shall be observed on the following Monday.

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

The parties may agree to substitute another day for any day prescribed in this clause. The agreement of a majority of the affected employees, shall constitute agreement for the purpose of this clause.

An employee may, by agreement with his or her manager, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance.

### ***22.13 Study Leave***

An employee (other than a casual) enrolled in a course of study that is deemed to be of relevance to the business needs of the Library and contributes to the professional development of the employee may be granted study leave. This leave is subject to the Library's operational requirements, and may be up to a maximum of 7.6 hours per week.

Up to 5 additional days leave during the academic year may be granted to employees eligible for study leave.

Part-time employees are entitled to pro rata entitlements.

The Library, at its discretion, may grant an employee up to 12 months study leave with or without pay.

### ***22.14 Leave of Absence – Leave Without Pay***

The Chief Executive Officer/State Librarian has the discretion to grant additional leave to an employee, on terms and conditions as he/she sees fit, for other reasons not specifically provided for in this Agreement (e.g. occupational health and safety training; leave to participate in State, National, or International sporting events). Leave may be granted with or without pay.

Prior to approval being granted for a leave of absence request, a decision will be made in consultation with the employee regarding their employment status upon return to duty (i.e. unattached to any specific position or return to their previous position.) LWOP will not count as employment for long service, recreation leave, sick leave, study leave, and family-related leave purposes.

### ***22.15 Occupational Health and Safety Representative Leave***

An employee shall be granted up to five days paid leave, as soon as practicable after election as a health and safety representative, to undertake an introductory health and safety representative's course of his / her choice that is approved by the Victorian WorkCover Authority, having regard to course places and the employer's operations. Leave under this provision must only be granted to an employee on one occasion and is additional to any other leave granted under this clause.

The employer will bear reasonable costs of training for occupational health & safety representatives, subject to budget availability and taking into account the number of courses attended by the employee.

### ***22.16 Trade Union Training Leave***

Granting of leave under this clause is subject to the following:

- The granting of such leave should not unduly effect the operations of the local work area.
- The Library should be satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, occupational health and safety, safe work practices, knowledge of the relevant award and/or other industrial entitlements and/or the upgrading of employee skills in all aspects of their functions.

An employee who has been nominated by the union and has been accepted by a training provider to attend a trade union training course may be granted up to five days leave on full pay in any one calendar year (or, in special circumstances, up to 10 days in any two year period).

## ***23. Salaries, Allowances, Benefits and Related Matters***

### ***23.1 Pay and Classification Structure***

*The pay and classification structure applicable under this agreement is referenced to, and based on, the Victorian Public Service (Non-Executive Staff) Exceptional Matters Order 2003 and agreed Implementation provisions for the State Library of Victoria, as set in a Memorandum Of Understanding between the parties dated 20 December 2004 (see Appendix 2).*

#### ***23.1.1 Salary Increases***

Employees of the State Library of Victoria will receive the following increases:

- 1 October 2005 – 3%
- 1 October 2006 – 3%
- 1 September 2007 – 1.5%

The salary ranges applicable to the VPS Pay and Classification Structure (see Appendix 1) and the Library Occupational Specific Structure (see Appendix 2) are to be increased by the percentage increases specified herein.

The pay and classification structure, including any subsequent salary adjustments to those listed above, will be aligned to the Victorian Public Service Pay and Classification Structure for the life of this agreement.

### ***23.1.2 Career Structure***

#### General Principles

- Positions will be classified within Grades 1 to 6 or the Senior Technical Specialist Grade based on work value.
- Grades are divided into Value Ranges. The salary range for each Grade and the size and number of Value Ranges are detailed in Appendices 1 & 2.
- Employees will be employed within a Grade and/or Value Ranges based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors (see Appendix 3 Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors).

#### Movement between Value Ranges

Employees and/or positions can move between Value Ranges. Movement between the Value Ranges can occur following a job resizing or expansion of role review. The review process includes an assessment of the work the Library 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 (Appendix 3 Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors).

#### Classification and Salary on Appointment

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

Recruitment will generally be to the base of a Grade. In determining whether to recruit an Employee above the base salary point of the relevant Grade and/or Value Range, the Library will have regard to the following matters:

- a) an assessment of whether the existing remuneration of the individual would require paying above the base;
- b) for Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and
- c) the gender equity effects of appointments.

#### Progression Within a Grade and Value Range

##### ***Progression steps and amounts***

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

Progression steps or amounts within Value Ranges are not points of defined work value. Progression within the new salary structure will not be automatic, consistent with wage fixing principles. Progression between progression steps or amounts will occur when an

employee is assessed at their annual performance review as “meeting the progression criteria”.

### ***Progression cycle and review***

The progression cycle is 12 months (1 July to 30 June).

The “progression criteria” are to be agreed with each employee at the start of the progression cycle or upon commencement in a role and can be adjusted by agreement during the progression cycle. The progression criteria for an individual are to be identified using a combination of the progression criteria appropriate for the applicable Grade and Value Range as outlined under (Progression Criteria).

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

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

### ***Performance, Development and Progression (PDP) Plans***

A PDP Plan for each employee will be developed and agreed for the duration of each progression cycle. The PDP Plan will be reviewed approximately every 6 months and coordinated with the Library’s annual business planning cycle. Every employee should have an annual professional development plan as part of their PDP plan.

### ***Progression Criteria***

The progression criteria describe what the employee will do in addition to the basic requirements of the job to warrant progression. As with performance standards, assessment against progression criteria must be achievable and capable of measurement.

Progression Criteria vary with the Grade classification of the employee and indicate those areas of work activity that will be specifically monitored during the performance cycle in order to assess whether the employee will progress.

Where “skills acquired” is a progression criteria, management should facilitate the individual’s ability to undertake appropriate learning and development. No disadvantage will accrue to employees where learning and development opportunities are not available.

The following progression criteria apply for each grade:

#### **Grade 1-2**

Effectively carry out the requirements of the role

Professionalism

Recognised experience and efficiency acquired through the job

Skills acquired through learning and development, skills applied

#### **Grade 3**

Display responsibility in the role

Professionalism

Recognised experience and efficiency acquired through the job

Skills acquired through learning and development, skills applied

### Grade 4, 5 and 6

Achieving the performance targets  
Leadership and/or Management Professionalism  
Learning and development

### ***Progression Outcome***

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

Employees who meet the progression criteria will progress one salary point or amount as appropriate

### ***23.1.3 Occupational Specific Structure for Librarians and Conservators, Library Technicians, Library Assistants***

The Occupational Specific Structure is aligned with the State Library of Victoria General Career Structure framework and associated salary and progression steps/amounts as set out in this clause. See Appendix 2 Library Occupational Specific Structure (Classifications and Salary for Librarians and Conservators, Library Technicians and Library Assistants) for rates of pay and principles of operation.

### ***23.2 Performance, Development And Progression (PDP) Management***

The Library's Performance, Development and Progression Management System supports the Career Structure including the Occupational Specific Adaptive Structure by ensuring that employee performance, development and progression aligns with and promotes the Library's Corporate Business Plan.

The Library's PDP Management System:

- a) Provides an integrated assessment and performance management process that is designed to promote career advancement and organisational excellence. The process ensures that measurable work and development goals and objectives are identified, are evaluated against agreed performance standards and that contributions to the Library's corporate goals are recognized and acknowledged.
- b) Supports the Library's values, as contained in the Corporate Plan as follows;
  - access to information for everyone,
  - excellence in customer service,
  - building knowledge through a growing collection,
  - individual responsibility and mutual respect,
  - teamwork and joint achievement,
  - cooperation between information providers and,
  - lifelong learning for all.
- c) Enables the State Library of Victoria to meet business objectives by planning and managing work, enhancing its customer service through the promotion of employee

professionalism, building internal capacity through the development of employees, encouraging employees to use their experience to continually improve their own and the Library's performance and acknowledging the contribution of employees.

- d) Provides the opportunity for employees who disagree with the determination of a work value assessment of their role against the Grade or Value Range Descriptors to access a formal review mechanism in accordance with the process outlined under the grievance/dispute resolution clause.

Professionalism in the Library context embraces a broad range of professional duties that include excellence in the delivery of customer service to internal and external customers, contribution to the development, accessibility and preservation/conservation of the Library's collections and, the maintenance of up to date skills and knowledge of Library practices and applications.

### ***23.3 Payment of Salary***

The salary and any allowances to which the employee is entitled shall be payable fortnightly by either electronic transfer or cheque at the option of the Library. Payment will be made on the same day each fortnight, except where this falls on a public holiday in which case payments will be made on at least the previous working day. Employees will receive a pay advice that will detail the payment date, the hours being paid, gross pay, deductions and net pay.

By agreement with the employer, the employee may authorize deductions from salary for forwarding to health insurance organisations, superannuation funds, credit cooperatives and other agreed institutions.

### ***23.4 Salary for Superannuation Purposes***

The definition of salary for superannuation purposes differs depending upon the employee's nominated Superannuation Scheme. The employee and the Library agree that the Library will certify the salary for superannuation purposes according to the terms and conditions of the nominated Superannuation Scheme of the employee.

#### ***23.4.1 Superannuation Arrangements***

The employee will be offered by the Library membership of a complying superannuation fund approved by the Australian Prudential Regulation Authority. The Library will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the Commonwealth *Superannuation Guarantee Administration Act 1992*. At the time of making this agreement, that amount is 9%.

Any improvement to superannuation made to provisions contained within the VPS Agreement will be recognised by the Library for the life of this agreement.

### ***23.5 Travelling and Personal Expenses***

Where, the Library requires an employee in the course of official duties to be absent overnight or part of the day, the employee will be eligible to receive travelling, accommodation and personal expenses in accordance with the Library's policy on such matters. Reimbursement will be based on reasonable and actual expenses incurred and on the production of receipts.

The maximum rates of reimbursement will be based on those rates applying to non-executive employees in the Victorian Public Service as determined by the rulings of the Commissioner of Taxation ( Australian Tax Office) relating to reasonable allowances..

As soon as practicable after the event, the employee will provide the Library with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Library.

Where moneys are owed to the employee, the Library will pay the employee as soon as practicable in a manner to be agreed.

### ***23.6 Use of Private Vehicle***

Where an employee is required to use their private motor vehicle for official business, an allowance per kilometre is payable.

The maximum rates of reimbursement will be based on those rates applying to non executive employees in the Victorian Public Service as determined by the Australian Taxation Office from time to time.

### ***23.7 Temporary Assignments and Higher Duty Allowance***

An employee may be assigned to undertake the duties of another position within the organisation on a temporary basis. This will be done by mutual agreement wherever possible.

For a temporary assignment at a higher classification level, including a position which has been established at the second value range, that continues for more than five working days, the employee will be remunerated at the greater of either the base salary of the higher classification level, or a salary that is no less than five per cent higher than their substantive salary.

Where the employee is not undertaking the full duties of the assigned position, remuneration may be made at an appropriate proportion of either twenty-five, fifty or seventy-five percent of the higher salary.

### ***23.8 Shift Allowances***

Employees up to and including the VPS Grade 4 classification level are entitled to the following allowances:

- Employees who are rostered to perform shifts that commence prior to 7am or finish after 6pm on any given day from Monday to Friday will be paid an allowance at the rate of 15% of the appropriate hourly rate for each hour of duty on that day up to 7.6 hours.
- Employees who are rostered to work shifts on a Saturday will be paid an allowance at the rate of 50% of the appropriate hourly rate for each hour of duty – equates to time and a half.
- Employees who are rostered to work shifts on a Sunday will be paid an allowance at the rate of 100% of the appropriate hourly rate for each hour of duty – equates to double time.
- Employees who are rostered to work shifts on a Public Holiday will be paid an allowance of 150% of the appropriate hourly rate. Employees may use the option of taking payment at 50% of the hourly rate and have one day in lieu.

### ***23.9 Usage of Taxis and Subsidised Parking***

Where an employee is required to work authorised overtime of more than one hour beyond their usual finishing time, they are eligible for a paid taxi home or subsidised car parking.

For those employees that are required to work on roster to 9pm (nightshift), the current practice of a paid taxi home or subsidised car parking will continue to apply.

Wherever possible employees will be encouraged to:

- share taxis to assist in savings to the Library; or
- utilise subsidised car parking.

The usage of taxis or subsidised car parking must be approved in advance by the section manager in other than emergency situations and in line with current policy and practice.

### ***23.10 First Aid Allowance***

Where an employee has been nominated to be a first aid officer, in addition to their normal duties, an allowance per annum, as per table below, will be payable providing the employee agrees to the appointment and holds a current recognised first aid certificate or equivalent qualification. A nomination to be a first aid officer will only be accepted where the Library deems it necessary.

Once the employee agrees to the appointment, the Library must reimburse any additional costs incurred by the employee in obtaining and maintaining the first aid qualification.

<b>Effective Date</b>	<b>Amount per Annum</b>
1 October 2005	\$423
1 October 2006	\$436
1 September 2007	\$443

### ***23.11 Salary Packaging***

An employee may enter into a salary packaging arrangement with the Library in respect of superannuation, a novated lease on a vehicle and/or the payment of medical benefits insurance.

Employees who salary sacrifice superannuation can make contributions to a complying superannuation fund including the defined benefits schemes known as the Revised Scheme, the New Scheme and the State Employees Retirement Benefits Fund (SERB) and/or Transport Scheme(s), subject to the approval from the Minister for Finance.

The Library may also agree to offer employees access to a broader range of salary packaged benefits. The additional benefits which may be packaged under such arrangements are:

- mobile telephones;
- computers (note book and lap top only);
- membership fees and subscriptions to professional associations;
- home office expenses;
- financial counselling fees;
- disability/income protection insurance premiums;
- self education expenses;
- novated leases;
- health insurance premiums; and
- child care fees.

It will be the responsibility of the employee to obtain advice from a financial planner on professional and financial matters concerning their remuneration before packaging benefits.

All costs associated with salary packaging, are to be met from the salary of the participating employee.

### ***24. Accident Make-Up Pay***

Where an employee is absent from duty as a result of sustaining an injury in respect of which the employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985*, the employee will be entitled to accident make-up pay equivalent to their normal salary less the amount of weekly compensation payments.

The employer will continue to provide accident make-up pay for the employee for a period of 52 weeks, or an aggregate of 261 working days, unless employment ceases.

An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 days, or when employment ceases or when the benefits payable under the *Accident Compensation Act 1985* cease.

The employer may grant the employee leave without pay where an entitlement to accident make-up pay has ended.

## ***25. Disputes, Grievances and Discipline***

### ***25.1 Dispute Resolution and Grievance Procedures***

A dispute or personal grievance between the Library and/or an employee(s) shall be dealt with in accordance with the procedures set out in this clause.

It is the intent of the parties that the terms of this Agreement are fulfilled in a spirit of commitment to cooperative industrial relations. The parties are committed to resolving any dispute or personal grievance that may arise by consultation, co-operation and discussion.

A dispute or personal grievance must first be raised and discussed at the local workplace. If the dispute or personal grievance cannot be resolved at that level it should be referred to the Divisional Manager, who should request the assistance of the Manager Human Resources or their representative to ensure that procedural fairness/natural justice occurs. (Note: the processes and steps that must be followed are detailed within the Library's Grievance Dispute Resolution Policy and Procedure).

If the dispute or personal grievance remains unresolved, the Library may provide a mutually agreed, independent external mediator/conciliator between the relevant parties, to assist in the resolution of the matter.

If the dispute or personal grievance remains unresolved and all internal processes have been exhausted, either party may refer the dispute to the AIRC for conciliation. If the matter is unable to be resolved through conciliation, either party may seek arbitration by the Commission, and the parties agree to abide by any resultant decision of the Commission, subject to AIRC appeal.

It is understood that the parties will refrain, on a without prejudice basis, from disruption to normal working procedures in relation to the dispute, potential dispute, or personal grievance prior to the matter being resolved through this process.

Employees may, at any stage during the process, be represented by the Union.

### ***25.2 Discipline***

All employees are expected to abide by the Public Sector Code of Conduct as issued by the Commissioner for Public Employment.

The discipline process is a means to redress employee behaviour that is clearly in breach of appropriate standards of conduct in the work environment.

Where an alleged breach of discipline occurs, the Library will ensure that the employee is accorded procedural fairness (natural justice) in relation to the discipline process. The following general principles will be applied in relation to the disciplinary process:

The employee must be advised of the alleged misconduct against him/her.

An inquiry into all facts and circumstances will be conducted, taking into account any mitigating circumstances (e.g. prior service, provocation, length of service, etc.).

The employee is made fully aware of the potential consequences of the inquiry.  
The employee must be given an opportunity to adequately defend his/her actions before the inquiry concludes.  
The employee may at any time during the process, be represented by a person or union/organisation of his/her choice.

## ***26. Right of Entry***

Duly accredited representatives of the Union will be permitted access to the workplace for the purpose of holding discussions with any employees and representatives of the State Library of Victoria for the purpose of investigating and securing compliance with this agreement and for the resolution of disputes concerning matters pertaining to the relationship between the Library and its employees.

After giving prior notice to the Library, the accredited representative of the Union may enter the premises and shall adhere to the principle that employees are not hindered or obstructed in the performance of their work.

Acknowledging that this does not preclude any rights, entitlements or obligations under the Workplace Relations Act 1996 (excluding the requirement of 24 hours notice to enter the premises).

## ***27. Redeployment Arrangements***

The following redeployment will apply to ongoing employees identified as surplus to the requirements of the Library.

A skills and training needs assessment will be undertaken and attempts will be made to redeploy the employee into a position at comparable salary within the Library or, where not possible, within the broader Public Sector, including the VPS. This redeployment period will typically continue for an initial period of three months, although this can be reduced. Any reduction will only occur where all training and redeployment strategies have been exhausted. Where this is likely to happen, consultation will occur with the affected employee. After three months, redeployment arrangements can be reviewed. If management remains confident that a successful placement can be achieved, the redeployment period can be extended subject to a review at a maximum of 3 monthly intervals.

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

Where a placement at a comparable level does not occur, the employee may be placed in a position of a lower work value and salary maintenance will be applicable for a period of six months.

Where a suitable placement is unable to be provided for the employee, the Library may terminate the employee's employment, and the employee shall be entitled to receive retrenchment payments consistent with the Government's termination policy at the time.

Fixed term and casual employees by the nature of their contract, do not have access to redeployment/retrenchment provisions.

The benefits of Voluntary Departure Packages and Targeted Separation Packages are in accordance with Government policy and may be varied from time to time.

### ***28. Termination of Employment***

In the event that the Library terminates the employment of an employee (other than a casual employee), the employee is entitled to the following period of notice:

- Where the period of continuous employment with the Library is not more than 3 years - at least 2 weeks
- Where the period of continuous employment with the Library is more than 3 years but not more than 5 years - at least 3 weeks
- Where the period of continuous employment with the Library is more than 5 years - at least 4 weeks.

#### Except that:

Where the employee is over 45 years old AND has completed at least 2 years of continuous employment with the Library, the period of notice in the table above should be increased by 1 week.

And;

The period of notice worked out through the above clause cannot be less than any period of notice to which the employee would otherwise be entitled under the provisions of any employment contract which applies to the employee at the time he/she is advised of the termination of employment.

The minimum period of notice that applies to casual staff shall be one hour. This will only apply to casuals, employed on an intermittent and/or ad hoc basis.

There is no provision for payment in lieu of notice in cases of serious misconduct that warrants instant dismissal.

### ***29. Traineeships***

Trainees will be engaged in accordance with the terms of the memorandum of understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme.

### ***30. Home Based Work***

Home based work arrangements may be agreed between the Library and individual employees on a case by case basis.

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

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

Where legal proceedings are initiated against an employee as a direct consequence of the employee legitimately and properly performing his or her duties, the Library will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.

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

An application to meet an employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

### ***32. Outside Employment***

Employees must seek approval to engage in outside employment or conduct a business, trade or profession while employed by the Library where there is potential for conflict of interest and/or where the nature/hours of work of the outside employment have the potential to adversely impact on the employee's performance.

Approval by management will not be withheld providing the request is not in contravention of the *Public Sector Code of Conduct* or contrary to the interests of the Library.

### ***33. Volunteers***

Whilst the Library acknowledges the value of the services provided by its volunteers, it is not the intention for these volunteers to be used to fill core functions.

### ***34. No Extra Claims***

The parties agree that there will be no further claims for the life of this Agreement.

# Signatories

Signed by:

.....

Anne-Marie Schwirtlich  
CEO & State Librarian  
State Library of Victoria

.....

Karen Batt  
Victorian Secretary  
Community and Public Sector Union

Date: .....

Date: .....

In line with clause 3 of the State Library of Victoria Enterprise Partnership Agreement 2005 – 2008, consisting of parts A & B.

Appendix One - Salary Schedule

Effective 1 October 2004

	Grade	Value Range		Progression Steps/ Salary Points
VPS Officer	1 (\$28,667 - \$32,910)	1.1	\$28,667 - \$32,910	\$28,667
				\$29,091
				\$29,727
				\$30,364
				\$31,001
				\$31,637
				\$32,274
				\$32,910
	2 (\$33,971 - \$43,625)	2.1	\$33,971 - \$38,798	\$33,971
				\$34,661
				\$35,350
				\$36,040
				\$36,729
				\$37,419
		2.2	\$39,488 - \$43,625	\$38,109
				\$38,798
				\$39,488
				\$40,177
				\$40,867
				\$41,557
3 (\$44,580 - \$54,128)	3.1	\$44,580 - \$49,354	\$42,246	
			\$42,936	
			\$43,625	
			\$44,580	
			\$45,535	
	3.2	\$50,309 - \$54,128	\$46,490	
			\$47,445	
			\$48,399	
			\$49,354	
			\$50,309	
4 (\$55,189 - \$62,618)	4.1	\$55,189 - \$62,618	\$51,264	
			\$52,219	
			\$53,173	
			\$54,128	
			\$55,189	
			\$56,427	
Senior Officer	5 (\$63,678 - \$77,046)	5.1	\$63,678 - \$70,362	\$1,910
		5.2	\$70,363 - \$77,046	
	6 (78,107 - \$104,523)	6.1	\$78,107 - \$91,315	\$2,411
		6.2	\$91,316 - \$104,523	
Senior Technical Specialist	7 (\$106,090 - \$144,282)	7.1	\$106,090 - \$118,821	\$3,958
		7.2	\$118,822 - \$131,552	
		7.3	\$131,553 - \$144,282	

Effective 1 October 2005

	Grade	Value Range		Progression Steps/ Salary Points
VPS Officer	1 (\$29,527 - \$33,897)	1.1	\$29,527 - \$33,897	\$29,527
				\$29,964
				\$30,619
				\$31,275
				\$31,931
				\$32,586
				\$33,242
				\$33,897
	2 (\$34,990 - \$44,934)	2.1	\$34,990 - \$39,962	\$34,990
				\$35,700
				\$36,411
				\$37,121
				\$37,831
				\$38,542
				\$39,252
		2.2	\$40,672 - \$44,934	\$39,962
				\$40,672
				\$41,383
				\$42,093
				\$42,803
				\$43,513
				\$44,224
	3 (\$45,917 - \$55,752 )	3.1	\$45,917 - \$50,835	\$44,934
				\$45,917
				\$46,901
				\$47,884
				\$48,868
		3.2	\$51,818 - \$55,752	\$49,851
\$50,835				
\$51,818				
\$52,802				
\$53,785				
4 (\$56,845 - \$64,496)	4.1	\$56,845 - \$64,496	\$54,769	
			\$55,752	
			\$56,845	
			\$58,120	
			\$59,395	
			\$60,670	
Senior Officer	5 (\$65,589 - \$79,357)	5.1	\$65,589 - \$72,473	\$1,967
		5.2	\$72,474 - \$79,357	
	6 (\$80,450 - \$107,659)	6.1	\$80,450 - \$94,054	\$2,483
		6.2	\$94,055 - \$107,659	
Senior Technical Specialist	7 (\$109,273 - \$148,611)	7.1	\$109,273 - \$122,385	\$4,077
		7.2	\$122,387 - \$135,498	
		7.3	\$135,499 - \$148,611	

Effective 1 October 2006

	Grade	Value Range		Progression Steps/ Salary Points
VPS Officer	1 (\$30,412 - \$34,914)	1.1	\$30,412 - \$34,914	\$30,412
				\$30,863
				\$31,538
				\$32,213
				\$32,888
				\$33,564
				\$34,239
				\$34,914
	2 (\$36,040 - \$46,282)	2.1	\$36,040 - \$41,161	\$36,040
				\$36,771
				\$37,503
				\$38,235
				\$38,966
				\$39,698
		2.2	\$41,893 - \$46,282	\$40,429
				\$41,161
				\$41,893
				\$42,624
				\$43,356
				\$44,087
3 (\$47,295 - \$57,425)	3.1	\$47,295 - \$52,360	\$44,819	
			\$45,550	
			\$46,282	
			\$47,295	
			\$48,308	
	3.2	\$53,373 - \$57,425	\$49,321	
			\$50,344	
			\$51,347	
			\$52,360	
			\$53,373	
4 (\$58,550 - \$66,431)	4.1	\$58,550 - \$66,431	\$54,386	
			\$55,399	
			\$56,412	
			\$57,425	
			\$58,550	
			\$59,864	
			\$61,177	
			\$62,491	
Senior Officer	5 (\$67,556 - \$81,738)	5.1	\$67,556 - \$74,647	\$63,804
				\$65,117
	6 (\$82,863 - \$110,889)	6.1	\$82,863 - \$96,876	\$66,431
				\$67,556
Senior Technical Specialist	7 (\$112,551 - \$153,069)	7.1	\$112,551 - \$126,057	\$4,199
		7.2	\$126,058 - \$139,563	
7.3		\$139,564 - \$153,069		

**Effective 1 October 2007**

	Grade	Value Range		Progression Steps/ Salary Points
VPS Officer	1 (\$30,869 - \$35,438)	1.1	\$30,869 - \$35,438	\$30,869
				\$31,326
				\$32,011
				\$32,696
				\$33,382
				\$34,067
				\$34,753
				\$35,438
	2 (\$36,581 - \$46,976)	2.1	\$36,581 - \$41,778	\$36,581
				\$37,323
				\$38,066
				\$38,808
				\$39,551
				\$40,293
				\$41,036
		\$41,778		
		2.2	\$42,521 - \$46,976	\$42,521
				\$43,264
				\$44,006
				\$44,749
				\$45,491
				\$46,234
	\$46,976			
	3 (\$48,004 - \$58,286)	3.1	\$48,004 - \$53,145	\$48,004
				\$49,033
				\$50,061
				\$51,089
				\$52,117
\$53,145				
3.2		\$54,173 - \$58,286	\$54,173	
			\$55,201	
			\$56,230	
			\$57,258	
	\$58,286			
4 (\$59,428 - \$67,427)	4.1	\$59,428 - \$67,427	\$59,428	
			\$60,762	
			\$62,095	
			\$63,428	
			\$64,761	
			\$66,094	
Senior Officer	5 (\$68,570 - \$82,964)	5.1	\$68,570 - \$75,767	\$2,056
		5.2	\$75,768 - \$82,964	
	6 (\$84,106 - \$112,552)	6.1	\$84,106 - \$98,329	\$2,595
		6.2	\$98,330 - \$112,552	
Senior Technical Specialist	7 (\$114,239 - \$155,365)	7.1	\$114,239 - \$127,948	\$4,262
		7.2	\$127,949 - \$141,657	
		7.3	\$141,658 - \$155,365	

**OCCUPATIONAL SPECIFIC STRUCTURE FOR LIBRARIANS, CONSERVATORS,  
LIBRARY TECHNICIANS AND LIBRARY ASSISTANTS**

**As at 20 December 2004**

Library Assistant Grade 1	\$28,667	Entry point for person with no prior library or other relevant skills, experience and qualifications.
Grade 1.11		
1.12	\$29,091	
1.13	\$29,727	
1.14	\$30,364	Entry point for person with some relevant work experience. Any new employees that start at the base of Grade 1 will move to this progression point after they have 12 months experience at the library subject to completion of a competency based assessment, which may include meeting performance standards and progression criteria.
1.15	\$31,001	
1.16	\$31,637	Employees move to this progression point 12 months after completion of the competency based assessment referred to at Library Assistant Grade 1 progression step 4 (\$30,364 in this example) and satisfactorily meeting performance standards. Employees with relevant experience appointed above the base will move to this point after 12 months experience and satisfactory performance.
1.17	\$32,274	
1.18	\$32,910	Employees will move to this progression point after a further 12 months provided they have satisfactorily met the performance standards. This means that in ordinary circumstances employees who commenced at the base of Library Assistant Grade 1 should only take three years to reach this progression step. For those who commence with some relevant work experience it will only be two years. Employees who reach this progression point will have the opportunity to progress to Grade 2.1 subject to satisfactory performance, the completion of a competency based assessment and, the enhancement of their work requirements to reflect the work value embraced at this higher level.
Library Assistant Grade 2.1	\$33,971	
2.12	\$34,661	

2.13	\$35,350	
2.14	\$36,040	
2.15	\$36,729	
2.16	\$37,419	
2.17	\$38,109	
2.18	\$38,798	Employees who reach this progression point will move to Grade 2.2 if promoted/reclassified to a Senior Collection Access Officer.
Library Assistant Grade 2.2	\$39,488	
2.22	\$40,177	
2.23	\$40,867	
2.24	\$41,557	
2.25	\$42,246	
2.26	\$42,936	
2.27	\$43,625	
Library Technician Grade 2.1	\$33,971	Entry point for employees with no experience, who have completed a diploma in library and information science, or equivalent, conferring eligibility for technician membership of the Australian Library & Information Association. Relevant skills, knowledge and experience shall be taken into consideration when determining the salary point on commencement.
2.12	\$34,661	
2.13	\$35,350	
2.14	\$36,040	
2.15	\$36,729	
2.16	\$37,419	
2.17	\$38,109	
2.18	\$38,798	Employees who reach this progression point will move to Grade 2.2 by extension of their roles as part of the normal progression cycle.
Library Technician Grade 2.2	\$39,488	
2.22	\$40,177	
2.23	\$40,867	
2.24	\$41,557	
2.25	\$42,246	
2.26	\$42,936	
2.27	\$43,625	
Library Technician Grade 3.1	\$44,580	Entry point for advanced library technician positions on promotion/reclassification and subject to demonstrated knowledge, skills, experience and competency.
3.12	\$45,535	
3.13	\$46,490	
3.14	\$47,445	
3.15	\$48,399	

3.16	\$49,354	
Librarian/Conservator Grade 2.2	\$39,488	Entry point for new graduates with Library/Conservator qualifications and no experience. Library Graduates will have completed a degree or post graduate level library information studies qualification, or equivalent, conferring eligibility for associate membership of the Australian Library and Information Association.
2.22	\$40,177	
2.23	\$40,867	
2.24	\$41,557	New graduates will be able to progress to this progression point after the probationary period and upon completing a competency based assessment.
2.25	\$42,246	
2.26	\$42,936	
2.27	\$43,625	
Librarian/Conservator Grade 3.1	\$44,580	New graduates will progress to Grade 3.1 after three years experience together with appropriate knowledge, skills and satisfactory performance standards. This point will be the entry level for experienced librarians who have completed a degree or post graduate level library and information studies qualification, or equivalent, conferring eligibility for associate membership of the Australian Library & Information Association. Relevant skills, knowledge and experience shall be taken into consideration when determining the salary point on commencement.
3.12	\$45,535	
3.13	\$46,490	
3.14	\$47,445	
3.15	\$48,399	
3.16	\$49,354	Employees at this progression point will be able to move to Grade 3.2 by having their roles extended as part of the normal performance and progression cycle.
Librarian/Conservator Grade 3.2	\$50,309	
3.22	\$51,264	
3.23	\$52,219	
3.24	\$53,173	
3.25	\$54,128	
Librarian/Conservator Grade 4	\$55,189	Entry point for employees promoted to this level. For example, team leaders or nominated senior positions.
4.12	\$56,427	

4.13	\$57,665	
4.14	\$58,903	
4.15	\$60,141	
4.16	\$61,379	
4.17	\$62,618	

**Principles Governing the Occupational Specific Structure.**

- Library Assistant Grade 1 to Library Assistant Grade 2.1 is a soft barrier. Library Assistant Grade 2.1 to Library Assistant Grade 2.2 is a hard barrier. Library Technician Grade 2.1 to Library Technician Grade 2.2 is a soft barrier. Library Technician Grade 2.2 to Library Technician Grade 3.1 is a hard barrier. Librarian/Conservator Grade 2.2 to Librarian/Conservator Grade 3.1 is a soft barrier. Librarian/Conservator Grade 3.1 to Librarian/Conservator 3.2 is a soft barrier. Librarian/Conservator Grade 3.2 to Librarian/Conservator Grade 4 is a hard barrier.
- Employees in the Grade 5 and Grade 6 categories will not be considered in this structure as they are senior librarians and management roles.
- Librarians and Conservators employed as new graduates will start at the base of Grade 2, Value Range 2 and will progress to the fourth progression step (\$41,557) at the expiration of the probationary period. This increase will be effective from the expiry date of the probationary period.
- There may be isolated instances where Library Assistants are employed above the base grade subject to the successful completion of a competency based assessment in respect of Grade 2.1 work. A Library Technician with considerable experience may be appointed at the Grade 2.2 level, subject to the requirement to perform work at this value range.

Appendix Three - VPS Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A	5.1A	5.2A	6.1A	6.2A
Accountability and Frameworks	<input type="checkbox"/> Undertakes specific and defined tasks within established rules under close supervision, defined as: <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> <input type="checkbox"/> Influences own daily work priorities and schedules under direction of supervisor <input type="checkbox"/> Accountable for accuracy and timeliness of outputs	<input type="checkbox"/> Applies rules, processes and standards under general supervision <input type="checkbox"/> Plans and prioritises own work program to achieve defined targets <input type="checkbox"/> Changes own work program, which may impact on the operations of the work area	<input type="checkbox"/> Selects from a range of accepted options established by rules, processes, and standards <input type="checkbox"/> Makes decisions that may have significant impact on clients	<input type="checkbox"/> Team leadership may be exercised where appropriate to the role <input type="checkbox"/> Exercises professional judgement about the application of rules, or the selection of choices within guidelines <input type="checkbox"/> Resolves local operational service delivery problems within guidelines <input type="checkbox"/> Reviews decisions, assessments and recommendations from less experienced team members <input type="checkbox"/> Determines the work organisation of the work area <input type="checkbox"/> Analysis and advice contributes to decision making by others <input type="checkbox"/> Manages budget and resources for the work area	<input type="checkbox"/> Sets local precedents regarding the application of guidelines <input type="checkbox"/> Provides guidance for others in the work area and/or related areas	<input type="checkbox"/> Develops guidelines within the work area <input type="checkbox"/> Resolves operational service delivery problems consistent with program objectives <input type="checkbox"/> Interprets and applies business plans and policies to own area of responsibility <input type="checkbox"/> Advice and analysis contributes to policy formulation	<input type="checkbox"/> Decisions often impact upon staff, peers and clients outside the immediate work area <input type="checkbox"/> Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework <input type="checkbox"/> Advice and analysis influences policy development <input type="checkbox"/> Contributes to strategic business planning <input type="checkbox"/> Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues <input type="checkbox"/> Accountable for work organisation, the allocation of resources within and the	<input type="checkbox"/> Decisions may set precedents for peers <input type="checkbox"/> Develops business plans to deliver on evolving organisational priorities	<input type="checkbox"/> Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities <input type="checkbox"/> Participates in strategic planning and contributes to strategic decision making process <input type="checkbox"/> Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans	<input type="checkbox"/> Develops policies, programs and initiatives that impact on programs or major functional areas <input type="checkbox"/> Required to interpret general policy framework to make decisions in the absence of definitive operational policies

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
							outputs required of the work area			
Innovation and Originality	<input type="checkbox"/> The focus is on maintaining existing systems and processes <input type="checkbox"/> Identifies opportunities to improve own efficiency and suggests these to supervisor	<input type="checkbox"/> Judgement is required to solve problems arising in own work program <input type="checkbox"/> Takes initiative to recommend improved processes in immediate work area	<input type="checkbox"/> Creatively deals with problems within the work area	<input type="checkbox"/> Initiates improvements to procedures within the work area	<input type="checkbox"/> Assesses and responds to policy and process changes in the work area <input type="checkbox"/> Identifies and applies developments within professional field to problem solving within the work area	<input type="checkbox"/> Innovative thinking is an inherent feature of the job <input type="checkbox"/> Defines the appropriate methodology in the analysis of policy or research options	<input type="checkbox"/> Innovative thinking and analysis influences developments within area of responsibility	<input type="checkbox"/> Solutions and thinking may advance organisational innovation or occupational / professional knowledge <input type="checkbox"/> Creatively develops options in a changing organisational environment	<input type="checkbox"/> Identifies and responds to new and emerging strategic issues impacting on the operating environment	<input type="checkbox"/> Contributes advanced expertise and knowledge to strategic planning and decision making processes
<b>Communication</b>	<b>1.1B</b> <input type="checkbox"/> Provides and receives routine information <input type="checkbox"/> Communication is mainly focused on routine issues that may require an understanding of the operational context	<b>2.1B</b> <input type="checkbox"/> Explains rules, procedures and operational policies to individual clients or colleagues <input type="checkbox"/> Presents routine information to small groups and provides feedback to organisation <input type="checkbox"/> Draft routine internal reports and correspondence <input type="checkbox"/> Liaises with stakeholders, clients and external providers of goods and services	<b>2.2B</b> <input type="checkbox"/> Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups <input type="checkbox"/> Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	<b>3.1B</b> <input type="checkbox"/> May lead a team through activities including individual and team performance management and development <input type="checkbox"/> Explains concepts and policies to clients, stakeholders and staff <input type="checkbox"/> Plans, leads and facilitates information sessions and consultative processes in a range of settings <input type="checkbox"/> Prepares briefs on sensitive issues for consideration of others	<b>3.2B</b> <input type="checkbox"/> Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues <input type="checkbox"/> Prepares complex operational reports requiring in-depth factual analysis	<b>4.1B</b> <input type="checkbox"/> Conveys specialist concepts and policies to clients, staff and stakeholders <input type="checkbox"/> Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level <input type="checkbox"/> Develops and implements operational communication and consultation strategies on specific projects <input type="checkbox"/> Applies negotiation persuasion and	<b>5.1B</b> <input type="checkbox"/> Initiates and maintains relationships with peer and senior internal and external stakeholders <input type="checkbox"/> Focuses on understanding stakeholder issues <input type="checkbox"/> Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice <input type="checkbox"/> Prepares technical reports at an	<b>5.2B</b> <input type="checkbox"/> Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement <input type="checkbox"/> Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels <input type="checkbox"/> Manages consultation processes	<b>6.1B</b> <input type="checkbox"/> Purpose of communication may be to resolve complex issues through a process of consultation and negotiation <input type="checkbox"/> Prepares technical reports at an authoritative level <input type="checkbox"/> Develops briefs on highly complex issues that provide options for decision within an organisation <input type="checkbox"/> Initiates and manages negotiations with peers (internal and	<b>6.2B</b> <input type="checkbox"/> Is required to use formal and informal channels to influence organisation or program management to achieve goals <input type="checkbox"/> Influences stakeholders holding competing priorities and views <input type="checkbox"/> Briefs high level stakeholders in own area of expertise in a variety of forums <input type="checkbox"/> Operates with loosely defined hierarchies of

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
		<input type="checkbox"/> Suggests alternative approaches to clients or stakeholders <input type="checkbox"/> Understands procedures for effectively dealing with people exhibiting challenging behaviours		<input type="checkbox"/> Draft public communication documents <input type="checkbox"/> Communicates issues and advocates a preferred case or option to stakeholders <input type="checkbox"/> Communicate professional/technical concepts and advice <input type="checkbox"/> Provides communication guidance to less experienced colleagues <input type="checkbox"/> Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers		motivation skills to manage staff and stakeholders	advanced professional level	including engagement with key stakeholders. <input type="checkbox"/> 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 <input type="checkbox"/> Is influential in negotiations with external suppliers of major services	external to work unit) to gain commitment to projects, and delivery of activities to meet timelines <input type="checkbox"/> Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required <input type="checkbox"/> Explains highly complex concepts, ideas and issues to an executive (ie non-expert) audience <input type="checkbox"/> Represents own work area with external stakeholders, and effectively manages feedback <input type="checkbox"/> Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager <input type="checkbox"/> Focuses on	decision-making <input type="checkbox"/> Negotiates to resolve differences to achieve agreement to project/program <input type="checkbox"/> May be required to negotiate on the spot, often on the basis of limited information

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
									understanding stakeholder issues and influencing their views <input type="checkbox"/> Provides authoritative expert advice on complex issues within own area	
<b>Knowledge and Proficiency</b>	<p>1.1C</p> <input type="checkbox"/> Focus is on learning, developing and refining work skills <input type="checkbox"/> Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills <input type="checkbox"/> Requires understanding of general office work routines and procedures <input type="checkbox"/> Acquire and apply proficiency in standard office equipment and computer applications	<p>2.1C</p> <input type="checkbox"/> Understands and applies theoretical principles, under supervision, to achieve defined outcomes <input type="checkbox"/> Develops knowledge of established techniques and organisational processes <input type="checkbox"/> Proficient in use of software or technical equipment <input type="checkbox"/> Knowledge of legislation, regulations, policies and processes relevant and specific to the role	<p>2.2C</p> <input type="checkbox"/> Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations <input type="checkbox"/> Local reference point in operational processes and procedures	<p>3.1C</p> <input type="checkbox"/> Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations <input type="checkbox"/> Authoritative in application of processes and policy relevant to the work unit <input type="checkbox"/> Knowledge of relevant legislation, regulations, policies and processes	<p>3.2C</p> <input type="checkbox"/> Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field <input type="checkbox"/> Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives	<p>4.1C</p> <input type="checkbox"/> Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving <input type="checkbox"/> Applies sound theoretical and practical expertise in development of policy options <input type="checkbox"/> Authoritative in application of processes	<p>5.1C</p> <input type="checkbox"/> Uses specialist knowledge within a confined field to challenge policies and professional concepts <input type="checkbox"/> Applies complex concepts to policy development or research <input type="checkbox"/> Provides leadership in the adaptation and application of concepts to operational matters within local work area <input type="checkbox"/> Models high level leadership attributes	<p>5.2C</p> <input type="checkbox"/> Modifies and applies concepts to new situations that may impact beyond the immediate work area <input type="checkbox"/> Provides leadership in the application of concepts to policy development	<p>6.1C</p> <input type="checkbox"/> Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives <input type="checkbox"/> Applies complex concepts drawn from non-related fields to address policy issues <input type="checkbox"/> High level expertise in the field or discipline	<p>6.2C</p> <input type="checkbox"/> Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives <input type="checkbox"/> High level expertise in a field or discipline that is critical to the program or organisation
<b>Policy and Projects</b>	<p>1.1D</p> <input type="checkbox"/> Provides	<p>2.1D</p> <input type="checkbox"/> Drafts	<p>2.2D</p> <input type="checkbox"/>	<p>3.1D</p> <input type="checkbox"/> Researches	<p>3.2D</p> <input type="checkbox"/> Plans and	<p>4.1D</p> <input type="checkbox"/> Researches	<p>5.1D</p> <input type="checkbox"/> Formulates	<p>5.2D</p> <input type="checkbox"/> Advocates	<p>6.1D</p> <input type="checkbox"/>	<p>6.2D</p> <input type="checkbox"/> Responsible

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
	administrative support to policy and projects, consistent with the support elements described in 1.1B	minutes and action plans for consideration by others <input type="checkbox"/> Collects data, undertakes basic analysis and prepares simple reports	Undertakes research specified by others, including data analysis <input type="checkbox"/> Administers routine projects under direction or coordinates project steps <input type="checkbox"/> Contributes to operational service delivery policy development	issues and prepares draft reports and briefings within a project plan or policy framework set by others <input type="checkbox"/> Conducts projects of defined scope under direction <input type="checkbox"/> Obtains, summarises and reports on stakeholder views	conducts several narrowly scoped projects simultaneously <input type="checkbox"/> Conducts aspects of more complex projects under direction <input type="checkbox"/> Contributes to planning on large projects	and develops recommendations in a specific field of expertise <input type="checkbox"/> Develops and implements operational policy which impacts the immediate work area <input type="checkbox"/> Contributes to strategic policy development within a specific field of expertise <input type="checkbox"/> Manages projects, usually under limited direction <input type="checkbox"/> Contributes expertise to a team working on complex projects <input type="checkbox"/> Prepares project scopes and briefs within broad parameters <input type="checkbox"/> Manages multi-disciplinary project teams	policy options and advice <input type="checkbox"/> Develops project briefs consistent with business plan direction <input type="checkbox"/> Manages and leads projects <input type="checkbox"/> 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	policy options <input type="checkbox"/> Manages and leads complex projects	Responsible for operational policy or service development impacting on a major functional area <input type="checkbox"/> Responsible for implementation of endorsed strategic policy within the functional area <input type="checkbox"/> Routinely advises senior stakeholders on policy issues and solutions within a functional area	for operational policy or service development that has significant impact across functional areas <input type="checkbox"/> Responsible for implementation of endorsed strategic policy across functional areas <input type="checkbox"/> Area of expertise and responsibility is complicated by the scale and difficulty of the issues <input type="checkbox"/> Manages major projects for the organisation <input type="checkbox"/> Provides policy advice to government, senior levels of the organisation and key external stakeholders
<b>Administrative and Corporate Support</b>	1.1E <input type="checkbox"/> Performs routine administrative tasks, including general telephone, counter and front office	2.1E <input type="checkbox"/> Provides office support through activities such as using and maintaining standard office equipment and	2.2E <input type="checkbox"/> Responsible for office support services and systems for a work unit <input type="checkbox"/>	3.1E <input type="checkbox"/> May lead a corporate support team <input type="checkbox"/> Manages team performance through activities such as	3.2E <input type="checkbox"/> Prepares and analyses reports from corporate databases to support decision making in the broader work area	4.1E <input type="checkbox"/> Leads a larger or complex corporate support work unit <input type="checkbox"/> Provides specialist administrative and corporate	5.1E <input type="checkbox"/> Manages a discrete function with limited budget or staff responsibilities <input type="checkbox"/> Provides high level	5.2E <input type="checkbox"/> Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues	6.1E <input type="checkbox"/> Manages an area with significant budget, staff responsibilities or strategic importance <input type="checkbox"/> Contributes	6.2E <input type="checkbox"/> Provides leadership and guidance based on advanced expertise <input type="checkbox"/> Manages a range of

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
	enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	software <input type="checkbox"/> Drafts routine correspondence and minutes <input type="checkbox"/> Organises routine meetings and small functions <input type="checkbox"/> Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases <input type="checkbox"/> Performs telephone and counter duties consistent with 2.1B	Documents meeting outcomes in more complex situations <input type="checkbox"/> Provides support to contract administration <input type="checkbox"/> Demonstrates problem solving in processing work <input type="checkbox"/> Create and maintains local databases or reporting systems utilising standard software <input type="checkbox"/> Analyse standard reports and data to identify exceptions	monitoring and reporting <input type="checkbox"/> Maintains corporate databases and completes analysis <input type="checkbox"/> Monitors and administers straight forward, local contracts and service agreements within a well defined service delivery framework	<input type="checkbox"/> Develops local databases or reporting systems <input type="checkbox"/> Negotiate straight forward, local contracts and service agreements	support expertise <input type="checkbox"/> Negotiates and manages straight forward, corporate contracts and service agreements <input type="checkbox"/> Drafts reports and recommendations by interpreting and analysing data	expertise dealing with more complex issues in a specialised corporate support function	<input type="checkbox"/> Provides professional leadership in a specialised corporate support function	to strategic corporate initiatives and is responsible for implementation	strategic corporate functions, each with significant budget, staff responsibilities or strategic importance <input type="checkbox"/> Leads strategic corporate initiatives
<b>Operational Service Delivery</b>	1.1F <input type="checkbox"/> Provides routine information, such as standard information and explanations, to clients and members of the public <input type="checkbox"/> Receives payment for routine services such as the sale of	2.1F <input type="checkbox"/> Provides standard services under general supervision and within a defined service delivery framework <input type="checkbox"/> Delivers information services to the general public or clients, including initial advice and	2.2F <input type="checkbox"/> Assesses client needs and implements appropriate service delivery from a range of accepted options <input type="checkbox"/> Identifies where limited precedents apply and may	3.1F <input type="checkbox"/> Supervises a service delivery team <input type="checkbox"/> Assesses client needs and delivers a range of services in complex situations <input type="checkbox"/> Investigates and assesses actions by individuals or organisations	3.2F <input type="checkbox"/> Reviews client assessments and associated service delivery plans <input type="checkbox"/> Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts	4.1F <input type="checkbox"/> Determines operational service delivery plans based on accepted standards <input type="checkbox"/> Recommends resource allocation to immediate manager in order to meet service delivery priorities <input type="checkbox"/> Manages	5.1F <input type="checkbox"/> Manages cross-functional delivery within a defined service <input type="checkbox"/> Develops service plans and delivery standards for the area of responsibility <input type="checkbox"/> Determines service	5.2F <input type="checkbox"/> Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues <input type="checkbox"/> Provides specialist professional services or advice,	6.1F <input type="checkbox"/> Manages a large scale organisational service or regional delivery function <input type="checkbox"/> Develops service delivery models within business plans and objectives <input type="checkbox"/> Provides highly	6.2F <input type="checkbox"/> Provides leadership and guidance based on advanced expertise <input type="checkbox"/> Develops complex or specialised service delivery models <input type="checkbox"/> Responsible for meeting service

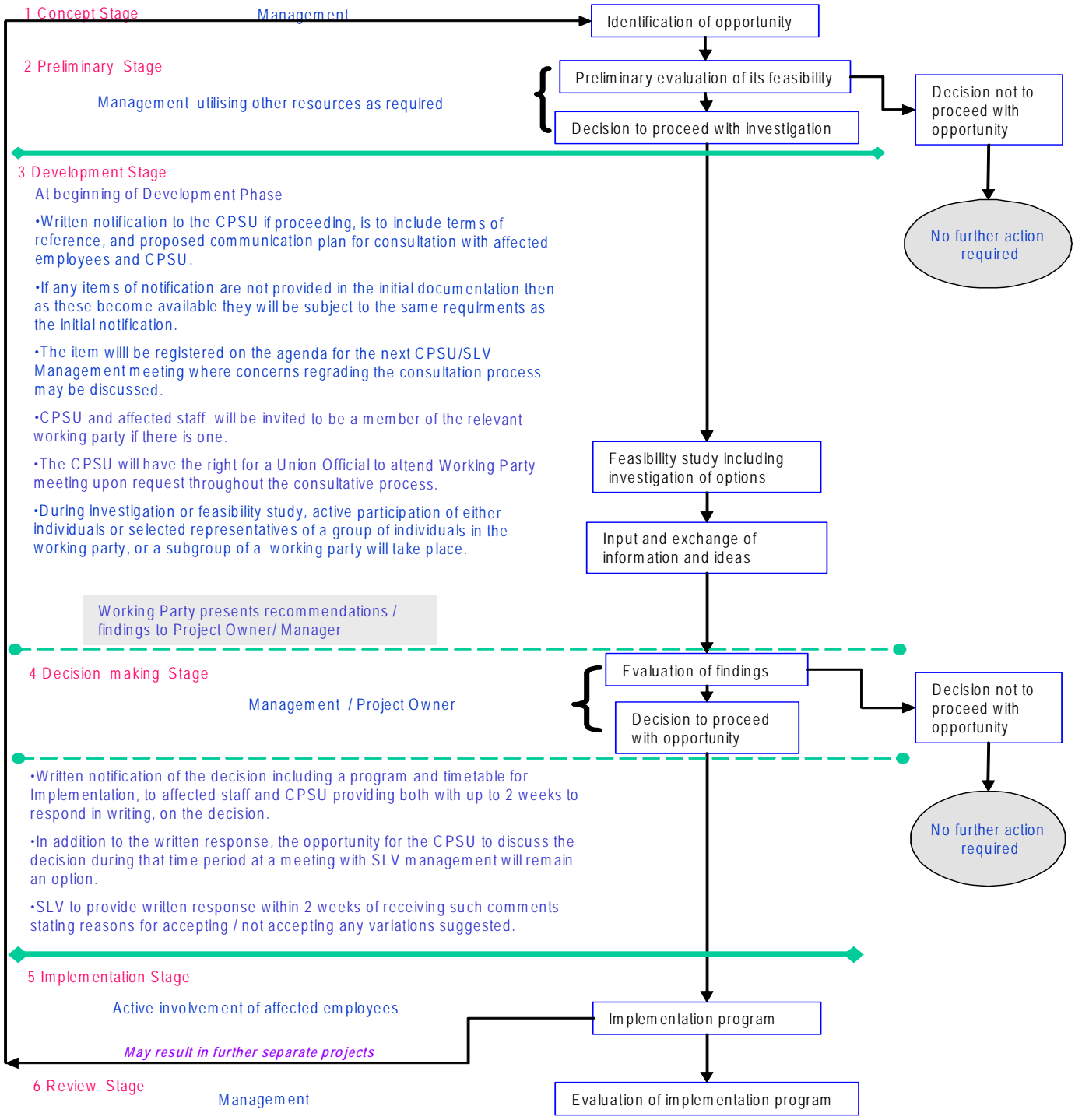
	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
	<p>publications, individual licence fees</p> <p><input type="checkbox"/> Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p><input type="checkbox"/> Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>referral</p> <p><input type="checkbox"/> Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p><input type="checkbox"/> Reconciles, banks monies and manages petty cash</p>	<p>recommend action to be taken</p> <p><input type="checkbox"/> Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>against legislation, rules, regulations, service agreements</p> <p><input type="checkbox"/> Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p><input type="checkbox"/> Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p><input type="checkbox"/> Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>operational work teams</p> <p><input type="checkbox"/> Undertakes advanced case management, which may include cross agency collaboration</p> <p><input type="checkbox"/> Undertakes complex or technical investigations and makes recommendations for action</p>	<p>delivery resource allocation</p> <p><input type="checkbox"/> Provides specialist professional services or advice</p>	<p>including leadership and guidance to other specialists in the field</p>	<p>specialist services or expert advice on service delivery</p>	<p>objectives, including financial, quality and time related targets for programs or major projects</p>
<b>Technical/Specialist</b>	<p>1.1G</p> <p><input type="checkbox"/> Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices</p> <p><input type="checkbox"/> Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p><input type="checkbox"/> This level</p>	<p>2.1G</p> <p><input type="checkbox"/> Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</p> <p><input type="checkbox"/> Diagnoses and corrects faults and problems with technical equipment</p> <p><input type="checkbox"/> Contributes to scientific or technical project planning</p>	<p>2.2G</p> <p><input type="checkbox"/> Modifies routine scientific, technical or specialist procedures to a limited specification</p> <p><input type="checkbox"/> Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>3.1G</p> <p><input type="checkbox"/> Conducts small to medium scientific, technical or specialist projects defined by others</p> <p><input type="checkbox"/> Undertakes technical data analysis in field of expertise</p> <p><input type="checkbox"/> Conducts field or desk-top studies as part of a team</p> <p><input type="checkbox"/> Assembles non-standard technical systems or equipment to a specification</p>	<p>3.2G</p> <p><input type="checkbox"/> Plan small to medium scientific, technical or specialist projects</p> <p><input type="checkbox"/> May control a laboratory function or field operation where a range of related technical functions are performed</p> <p><input type="checkbox"/> Prepares complex reports requiring in-depth factual analysis</p>	<p>4.1G</p> <p><input type="checkbox"/> Manages a scientific, technical or specialist team and/or projects</p> <p><input type="checkbox"/> Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p><input type="checkbox"/> Provides professional scientific, technical or specialist advice based on field of</p>	<p>5.1G</p> <p><input type="checkbox"/> Specialist in an area of their profession and relied on for advice in this field</p> <p><input type="checkbox"/> Undertakes complex independent scientific, technical or specialist work and analysis</p> <p><input type="checkbox"/> Initiates research and analysis within an area of expertise consistent with organisational</p>	<p>5.2G</p> <p><input type="checkbox"/> Provides leadership and guidance to other specialists in the field</p> <p><input type="checkbox"/> Contributes to the development of standards relating to the sector, program or profession</p>	<p>6.1GF</p> <p><input type="checkbox"/> Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs</p> <p><input type="checkbox"/> Routinely advises senior levels of the organisation on policy issues and solutions within a functional area</p>	<p>6.2G</p> <p><input type="checkbox"/> Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p><input type="checkbox"/> Provides leadership and guidance based on advanced expertise</p>

	Grade 1	Grade 2	Grade 2	Grade 3	Grade 3	Grade 4	Grade 5	Grade 5	Grade 6	Grade 6
		VR 1	VR 2	VR 1	VR 2		VR 1	VR 2	VR1	VR 2
	performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work			<input type="checkbox"/> Leads a small scientific, technical or specialist team		expertise <input type="checkbox"/> Undertakes technical data analysis and modelling and prepares reports	objectives		<input type="checkbox"/> Develop technical or professional standards for the organisation	

**Introductory Statement**

Consistent with the terms of the State Library of Victoria Enterprise Agreement and subject to its dispute resolution clause, the parties have agreed on the following matters regarding the communication and consultation about significant change.

**Flow Chart for Communication and Consultation about Significant Change**



13 May 2004, Flow chart on Consultation

## DEFINITION OF SIGNIFICANT CHANGE

While recognising that the Board has the ultimate responsibility to make decisions relating to the strategic direction of The State Library of Victoria, it is accepted that the best outcomes will be delivered for the Library and its employees if a culture of genuine consultation is encouraged, particularly in relation to issues which will, or may, directly affect employees.

The Library will ensure a formal consultative process is provided for management, employees and the union to meet and discuss issues relating to workplace change proposals.

**“Significant workplace changes”** in the context of this agreement refers to any changes or initiatives, whether organisational or technological, **which ordinarily would have significant effects in the workplace if implemented.**

Significant change may include, but is not limited to:

- Introduction of new technology;
- Restructure of the Workplace;
- Significant change to existing work practices of employees;
- Reduction in the size of the workforce;
- Decision to outsource part or all of the work of an existing unit;
- The elimination or diminution of job opportunities, promotional opportunities or job tenure;
- Alterations to the hour of work; or
- Relocation or redevelopment.

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

## TERMS OF REFERENCE FOR CPSU AND SLV MANAGEMENT MEETING ON CONSULTATION

- Significant organisational change will be the major focus of the meetings.
- The purpose is to confirm that the agreed consultative process has occurred.
- Consultation itself however, will occur outside of this forum in accordance with the chart on page 1 and pursuant to the communication plan.
- The CPSU/SLV management meeting will deal with issues that have not been able to be resolved at the Working Party level through proper procedures.

### **The process:**

Items regarding the proposed consultation program will be put on the agenda when:

- i. written notification of the decision to proceed to the Development stage has been received by the CPSU and SLV 's CPSU Secretary,
- ii. if an item has not been able to be resolved by the CPSU Official at the Working Party level or with the Manager, Human Resources,

- iii. Working Party recommendations are finalised, and
- iv. when written notification of a decision to proceed with an opportunity has been received by the CPSU and SLV's CPSU Secretary following the decision making stage.

#### **Written Notification requirements at Development stage are the:**

- Nature and scope of proposal, including areas likely to be affected.
- Composition of working party, if there is one.
- Selection process for the Working Party (is it random, on specialization or direct involvement).
- Communication plan, including consultation program.
- Objectives of the proposal.
- Ownership of the project.
- Expected duration of the project – this would be an approximation only.
- Terms of reference for the working party.
- This may involve the Working Party setting or establishing any or all of the above.

#### **Length of meeting**

- Duration of meetings will be no longer than 1 ½ hours maximum, to be reviewed after 3 meetings

#### **Chairing of meeting**

- The chairing of meetings will be alternated between the CPSU and SLV Management.

#### **Minutes and reporting**

- A record of each party's views will be kept and distributed within two weeks after the meeting.
- SLV's Human Resources Division will provide secretarial support for this.
- Minutes will be posted on the SLV Intranet.

#### **Notification of Items**

- Agenda items are due no later than one week in advance with a brief position statement (max. ½ page) and will be circulated no later than two days prior to the meeting
- Papers wherever possible should be distributed two weeks in advance but no less than one week in advance by the initiator of the documentation.
- Once a schedule of meetings is established no further reminders will be distributed.