STATE LIBRARY VICTORIA ENTERPRISE PARTNERSHIP AGREEMENT 2016

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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 Victoria Enterprise Partnership Agreement 2016.

3. Parties to the Agreement and Application

The parties bound by this Agreement are the Library Board of Victoria and its Non-Executive employees and the Community and Public Sector Union, if FWC notes in its decision to approve the Agreement, that the Agreement covers the Community and Public Sector Union.

This Agreement will apply to Non-Executive staff employed by the Library Board of Victoria while this Agreement remains in force.

4. Service Delivery Partnership Plan

Nothing in this SDPP supplants any obligation under this Agreement.

(a) The parties to this agreement recognise and acknowledge the performance and vital contribution of the State Library Victoria to the people and the State of Victoria. Over the course of the previous agreement, the Library has seen an increase in visitation to more than 1.8 million per year, with reduced funding and a reduction in staffing levels.

The State Library Victoria is the busiest state library in Australia and New Zealand and actively strengthens the Victorian economy by contributing to the Knowledge & Research, Tourism, Arts & Culture and International Education sectors amongst many others.

(b) We acknowledge the significant productivity gains and service delivery improvements undertaken by staff over this period and how they have helped to strengthen and adapt the services, programs, exhibitions and events that we offer. We will continue to strive to improve service delivery and customer experience whilst balancing workloads. The parties to this Agreement recognise the mutual commitment to the highest standards of service and excellence for the Library as a world-leading library, research, knowledge and cultural institution. A party to this Agreement may raise an issue it believes is affecting those mutual aims for review. Such a request must be made in writing. If a review is refused, reasons for the refusal will be given in writing. On completion of a review the Parties shall agree on any necessary adjustments to ensure the highest standards of service and excellence are maintained.

(c) Changes to the capability framework may require the parties to review the classification structure, subject to the capability framework being developed by government. Subject to the outcome of that review, consultation with the CPSU will take place during the life of the agreement.

(d) Changes to staff roles and practices be subject to the following principles:

- At all times the Library will ensure that employees are supported and/or trained to undertake any roles or duties required; and
- Any changes to roles or work practices will be accompanied with a suitable training package to ensure that employees are appropriately skilled to undertake duties as required

(e) Recognising the value of having a safe, healthy and happy work environment we will continue to proactively identify and address any risks and hazards to occupational health, safety and wellbeing of all staff.

(f) Benefits to the organisation in terms of increased capabilities, efficiency and productivity comes through active learning and professional development. Therefore we commit to the provision of continued training and professional development opportunities for all staff.

In terms of specific initiatives that will be undertaken to support the partnership, we will, over the course of this agreement, undertake the following:

(g) Streamlining of first tier front and back of house services by merging Collection Access and Customer Service officers into a Library Officer classification will be subject to the provisions identified in (d) above. The broader role will provide the Library with flexibility in rostering staff to back and front of house tasks thereby enriching roles and providing staff with greater variety and development opportunities. Library Officers will be given the opportunity to develop a broader range of task based competencies through training with a view to developing a more flexible and responsive workforce.

Staff in these roles will be involved in book delivery and retrieval, digitisation, equipment support, document supply and delivery and direct customer service including registrations and enquiries as well as provision of support to the programming areas.

(h) Continue to consolidate reference services by merging reference service points.. An interim trial will be undertaken amalgamating a number of fixed service points representing a staged approach to the centralised service model identified in the Future Service Model project which informs the Vision 2020 Redevelopment Project. Training will be provided to staff. This trial will systematically record service issues that arise and management will collaboratively consult front of house staff, to maximise the quality of service provided to Library patrons.

(i) Greater emphasis on digitisation of collection items to extend access to the Library's material in the online environment. The creation, management and archival description of online content alongside the collection and preservation of born digital material provides opportunities to extend the skills of staff.

(j) Greater flexibility for professional staff covered by the occupational specific structure to work both front and back of house as part of a streamlined or merged role in accordance with the commitments identified in (**d**) above.

(k) All staff roles to incorporate the opportunity to provide direct customer service to Library patrons to enhance staff understanding of the needs of the public and continuously improving the customer experience.

(l) All staff involved in customer services and programming will be offered clothing and/or accessories to augment the identification of staff by the public. A group consisting of representatives of both parties will be established to determine the clothing and/or accessories to be provided.

(m) Development of a Service Charter through a collaborative process which:

- Acknowledges the high level of commitment to customer service by management and staff
- Establishes service standards which reflect agreed service targets
- Ensures opportunities for staff to provide input to the development of the Charter
- Provides a review mechanism for the operation and effectiveness of the Charter and Service Standards contained within it
- Enables operation of the Charter during the life of this Agreement.

5. Commencement Date and Period of Operation

This Agreement shall commence operation seven days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 31 December 2019. 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.

Alterations to salaries and conditions of employment provided for in this Agreement will apply with effect from the commencement date of this Agreement.

6. Savings Provisions and Relationship with Other Awards and Agreements

This Agreement operates to the exclusion of all previous agreements, awards and orders of the Fair Work Commission and replaces all previous industrial instruments under the Fair Work Act in respect of employees.

No employee shall on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.

7. Anti-Discrimination

It is the intention of the Parties covered by this Agreement to achieve the principal object in **section 336(c)** of the Fair Work Act 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 or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the procedures in **clause 27 Resolution of Disputes**, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- An Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
- The exceptions in section 351(2) and 772(2) of the Fair Work Act or the operation of sections 772(3) and 772(4) of the Fair Work Act.

The Employer will act in accordance with its obligations under:

- the Equal Opportunity Act 2010 (Vic); and
- the Victorian Charter of Human Rights and Responsibilities.

These obligations apply to the Employer but do not form part of the Agreement.

8. Individual Flexibility Arrangements

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

An individual flexibility arrangement may vary the effect of **clause 21 Hours of Work and Related Matters**.

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

The Library must ensure that the terms of the individual flexibility arrangement:

- Are about permitted matters under **section 172** of the Fair Work Act; and
- Are not unlawful terms under **section 194** of the Fair Work Act; and
- Result in the Employee being better off overall than the Employee would be if no arrangement was made.

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

The Library must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

The Library must ensure that any individual flexibility arrangement sets out:

(a) Which terms of this Agreement will be affected or varied by the individual flexibility arrangement;

(b) How the individual flexibility arrangement will vary or affect the terms of this Agreement;

(c) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement;

(d) The day on which the individual flexibility arrangement commences; and

(e) Provides for the individual flexibility arrangement to be terminated:

- By either the Employee or the Library giving a specific period of written notice, with the specified period being not more than 28 days; and
- At any time by written agreement between the Employee and the Library.

9. 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.

10. Definitions

Agreement means "State Library Victoria Enterprise Agreement 2016.

Continuous Service means "continuous paid employment with the Library, including any periods of paid leave or approved leave without pay including unpaid sick leave"
Library is an abbreviation for "State Library Victoria"
Library Board means the "Library Board of Victoria"
Management means "the Chief Executive Officer and Executive Officers of "State Library 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 Fair Work Act 2009 and this agreement.
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 covered by this Agreement"
FWC means Fair Work Commission
FW Act means Fair Work Act 2009

11. State Library Victoria Vision Statement

A Library for all in a changing world.

12. Our Values

The Library's work in achieving this vision is informed by the following values:

- **Innovation**
We recognise and embrace new technologies, ideas and opportunities to improve, grow and develop as individuals and as industry leaders in a challenging environment.

- **Collaboration**
We work together and with partners, sharing knowledge and resources to advance universal access to information.

- **Engagement**
We work to understand, connect and meet the needs and expectations of our communities in the most appropriate ways.

- **Excellence**
We provide an outstanding service at all times in a professional and ethical manner.

- **Respect**
We strive to create an open and caring community by valuing and supporting individuals, and acknowledging the strength of diversity.

13. 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.

14. 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 wellbeing, 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.

14.1 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.

14.2 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.

14.3 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.

15. 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.

15.1 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.

The joint SLV/CPSU Consultative Committee is a demonstration of this commitment. Through this Committee the State Library and the CPSU will continue to develop a best practice approach to communication and consultation processes and will work collaboratively to resolve workplace issues impacting employees.

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.

15.2 Consultation in Relation to Change

While recognising that the Board has the ultimate responsibility to make decisions relating to the strategic direction of State Library 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, affected employees and the union or nominated representative to meet and discuss issues relating to workplace change proposals, including proposals to introduce a change to regular rosters and ordinary hours of work in accordance with **section 205** of the Fair Work Act 2009.

The Union or nominated representative 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 or nominated representative 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 applies.

The Library will consult affected employees on changes to hours of work and regular rosters by giving employees 14 day notice of any change to allow for consultation within this timeframe on any impact of the change. Affected employees may appoint a representative for the purpose of consultation under this clause.

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 27 Resolution of Disputes** of this Agreement.

16. 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 wellbeing. 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 wellbeing.

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.

16.1 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.

17. 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.

17.1 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 timeframe 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.

17.2 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.

The Library 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.

18. 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:

- Delivering 90% of the books our users request from closed storage areas at our Swanston Street building within thirty minutes

- 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.

The SDPP commits the parties to review and develop a new Service Charter during the life of the Agreement which, when finalised, shall supersede the provisions in this clause 18.

19. Commercial Revenue

The parties acknowledge that the 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

20. Modes of Employment

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

Secure Employment
The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community.

The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.

Any dispute arising from the use of casuals or fixed term employees in a manner which is inconsistent with the provisions in the Agreement shall be resolved in accordance with **clause 27 Resolution of Disputes** of this Agreement.

20.1 Ongoing Employment

This is 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.

20.2 Fixed-term Employment

This is employment that is for a set period of time, 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;
- Undertaking a specified task which is funded for a specific period;
- 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.

- To fill a vacant role whilst a review of the area is undertaken provided that such appointments do not exceed a period of 12 months.

Appointment on the basis of fixed term contract(s) of employment shall be limited to a maximum of three years, subject to **clause 24.3 Parental Leave**.

20.2.1 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).

20.2.2 Review of Fixed-Term Positions

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

If, as a result of the review, the use of Fixed-term employment is inconsistent with the criteria set out in **clause 20.2 Fixed-term Employment**, the Library shall take the appropriate remedial action to ensure the employee is employed on the appropriate basis.

20.3 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 par-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.

20.4 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 20.4.1 Conditions Not Applying to Casual Employees**. 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.

20.4.1 Conditions Not Applying to Casual Employees

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

- **Clause 21.2 Rostered Hours, 21.3 Flexi-time**;
- **Clause 24.1 Annual Leave** and paid leave entitlements under **clause 24** such as paid personal and parental leave;
- **Clause 26 Accident Make- Up Pay**;
- **Clause 31 Redeployment Arrangements**; and
- **Clause 20.2.1 Confirmation of Contract Expiry**.

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

20.4.2 Penalty Rates for Casual Employees

Casual employees are entitled to the following penalty rates:

- An allowance of 15% will apply to casuals who perform work up to 7.6 hours when commencing before 7 am or finishing after 7pm on any given day Monday to Friday. The 15% will be in addition to the casual loading equating to an additional 40% of the ordinary hourly rate.
- An allowance of 50% will apply to casuals who perform work on Saturday up to 7.6 hours. The 50% will be in addition to the casual loading equating to an additional 75% of the ordinary hourly rate.

- An allowance of 100% will apply to casuals who perform work up to 7.6 hours on Sunday. The 100% will be in addition to the casual loading equating to an additional 125% of the ordinary hourly rate.
- An allowance of 150% will apply to casuals who perform work on Public Holidays. The 150% will be in addition to the casual loading equating to an additional 175% in addition of the ordinary hourly rate.

The overtime payments prescribed in clauses **21.5.1, 21.5.2 and 21.5.3** will apply to casuals. Casuals will receive overtime rates after working 7.6 hours a day. The overtime payment will be in addition to the casual loading with Monday to Friday work for the first three hours equating to an additional 175% of the ordinary hourly rate.

21. Hours of Work and Related Matters

21.1 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.

21.2 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. 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.

21.2.1 Roster Principles and Job Design

- Each roster for Librarian and Library Technician staff will be designed to provide a reasonable balance between back (research, collection maintenance and development) of house and front (direct customer service) of house functions.

- Each roster will ensure that variety of work is provided to maximise career development, quality service and to reduce workplace stress.
- Rosters will be designed to meet all OH&S requirements.
- Individual employees may seek to vary existing roster and duty arrangements through negotiation and agreement with their manager.
- Rosters will provide fair, reasonable and equitable participation, work load balance and work life balance while taking into account individual and organisational needs.
- The operation of this clause will be continuously monitored by the SLV Consultative Committee.
- Disputes relating to the operation of this clause will be handled in accordance with **clause 27 Resolution of Disputes**.

21.3 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 granted 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.

21.4 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.

21.5 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 preceding a normal period of duty. The maximum amount payable shall be that which applies under the VPS Determination 2012.

21.5.1 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.

21.5.2 Sunday Except Public Holidays

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

21.5.3 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.

21.5.4 Emergency 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 hour's pay for the first phone call, and a flat rate of $11 for any subsequent call. In the event that this advice results in a recall to perform overtime duty in accordance with paragraph (**a**), 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.

21.5.5 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.

21.6 Christmas Closedown

The purpose of this clause is to enable the Employer to closedown part or all of its operations from the first working day after Christmas Day to the first working day after New Year's Day (closedown period).

21.6.1

Where the Employer intends to closedown part or all of its operations for the closedown period, the Employer:

(a) Will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place;

(b) Will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and

(c) May require a minimum level of staffing to meet the operational requirements of the orkplace.

21.6.2

If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:

(a) The Employer may direct an Employee who has annual leave in excess of 4 weeks to take annual leave during the closedown period;

(b) The Employer may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.

21.6.3

The Employer will provide at least 4 weeks' notice of any direction to take leave, under **clause 21.6.2.**

21.6.4

Where an Employee has insufficient leave or time in lieu, the Employer may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence. This clause also applies to Employees classified at VPS Grade 5 or higher and the equivalent classifications in an adaptive structure.

22. 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.

An Employee or group of Employees may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.

Following the completion of the review, the Employee or group of Employees and the Employer shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

23. Service Quality and Professionalism

This clause reflects the Library's ongoing commitment to the quality and professionalism of all Library staff. To continue the Library's provision of high quality service standards as reflected in the Library's values of Innovation, Collaboration, Engagement, Excellence and Respect, the parties acknowledge and agree to the following:

- A commitment to maintain meaningful, diverse and rewarding work, taking into consideration the needs of the organisation, a balance within individual workloads and task variety through accurate and meaningful job design that offers a breadth and depth of professional endeavour.
- A commitment to the provision of quality library and reference service through building professionalism and ensuring that all staff have the opportunity to devote adequate attention to a variety of essential duties. For staff working directly with the collection this would include but not be limited to maintaining, building and providing access to library collections, and developing and delivering innovative services within the Library's confines and in its online environment.
- A career structure that reflects the high regard the Library places on career enhancement through the continuous acquisition of new knowledge and skills.
- A commitment to regular, ongoing training and development for all staff to ensure skills are upgraded and staff have the opportunity to apply their skills across a range of areas within the Library.
- A commitment to investigate an alternative career structure for Librarians and Library Technicians within the life of this Agreement. An alternative career structure will enable Librarians and Library Technicians to develop and progress in areas other than that of management. This structure would aim to be implemented within the life of the next Agreement.

Disputes relating to the operation of this clause will be handled in accordance with **clause 27 Resolution of Disputes.**

24. 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. These include **clauses 24.1 Annual Leave** (including leave loading), **24.3.6 Pre Natal Leave**, **24.5 Personal/Carer's Leave**, **24.6 Multicultural Leave**, **24.10 Leave for Community Contributions**, **24.11 Leave for Blood Donations**, **24.12 Jury Service**, **24.13 Public Holidays**, **24.14 Study Leave**, **24.15 Leave of Absence/Leave Without Pay**, **24.16 OH&S Representative Leave**, **24.17 Trade Union Training Leave**, **24.18 Family Violence Leave**, **24.19 Ceremonial Leave** and Accident Compensation Leave provided in **clause 26 Accident Make-Up Pay**.

24.1 Annual Leave

A full time employee is entitled to four weeks (152 hours) paid annual 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 annual leave on a part time basis).

The leave entitlement accrues on a daily basis. Where possible the Library will accommodate for employees to take leave in advance for the current calendar year, subject to service and operational requirements.

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

An employee cannot (without prior approval) accrue Annual 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 Annual Leave for each Sunday worked, up to a maximum of 5 days (38 hours) additional leave per year.

24.1.1 Cashing Out of Annual Leave

The Library and the CPSU recognise that the purpose of Annual Leave is to enable employees to take paid time away from work and it is intended that leave be taken in accordance with **clause 24.1 Annual Leave**.

The Employer and an Employee may agree to the Employee cashing out a particular amount of annual leave provided that the following requirements are met;

(a) The cashing out of a particular amount of accrued annual leave must be by agreement in writing between the Employer and the Employee which must:

- State the amount of accrued leave to be cashed out and the payment to be made to the Employee;
- State the date on which the payment is to be made;

(b) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;

(c) Annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks; and

(d) An Employee may only cash out annual leave on one occasion during the term of this Agreement.

24.1.2 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 reverts to 52-week employment in this way, appropriate pro rata salary adjustments will be made.

24.1.3 Annual 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 annual 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 annual leave.

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

Annual 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.

24.2 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.

24.3 Parental Leave

24.3.1 Application

Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if:

(a) The leave is associated with:

i) The birth of a child of the Employee or the Employee's Spouse; or
ii) The placement of a child with the Employee for adoption; and

(b) The Employee has or will have a responsibility for the care of the child.

24.3.2 Definitions

For the purposes of this clause:

(a) Eligible Casual Employee means a casual Employee:

i) Employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
ii) Who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(b) Continuous Service is work for the Employer on a regular and systematic basis (including any period of authorised leave).

(c) Child means:

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

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

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

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

(f) Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.

(g) Recognised Prior Service means any service where the Employee was employed:

i) By a public entity under the Public Administration Act 2004 (Vic);
ii) Under Part 6 of the Public Administration Act 2004 (Vic); or
iii) As a parliamentary officer or electorate officer under the Parliamentary Administration Act 2005 (Vic);

immediately prior to the Employee's employment with the Employer.

24.3.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table.

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks

	Paid leave	Unpaid leave	Total
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

24.3.4 Parental Leave – Primary Caregiver

(a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(b) 14 weeks paid parental leave; and

(c) Up to 38 weeks unpaid parental leave.

(d) An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

(e) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(f) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(g) If their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;

(h) If their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or

(i) If the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

(j) A period of parental leave taken in accordance with this clause must be for a single continuous period.

24.3.5 Parental Leave – Secondary Caregiver

(a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

i) 2 weeks paid parental leave; and
ii) Up to 50 weeks unpaid parental leave.

(b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

(c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

(e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

24.3.6 Pre Natal Leave

(a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

(c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.

(d) Paid pre-natal leave is not available to casual Employees.

24.3.7 Pre-adoption leave

(a) An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

(b) The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

(c) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

(d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

24.3.8 Permanent Care Leave

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

24.3.9 Grandparent Leave

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

24.3.10 Continuing to work while pregnant

(a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

i) Continues to work within a six week period immediately prior to the expected date of birth of the child; or
ii) Is on paid leave under clause **24.3.12(b)**.

(b) The Employer may require the Employee to start parental leave if the Employee:

i) Does not give the Employer the requested certificate within seven days of the request; or
ii) Gives the Employer a medical certificate stating that the Employee is unfit to work.

24.3.11 Access to Personal/Carer's Leave while pregnant

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 24.5**.

24.3.12 Transfer to a Safe Job

(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.

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

i) When the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
ii) When the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

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

24.3.13 Special Parental Leave

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

(a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 24.5**;

(b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 24.3.3** and thereafter, to unpaid special maternity leave.

24.3.14 Notice and evidence requirements

(a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

i) That the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
ii) The particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
iii) That for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in **clause 24.3.14(a)**, unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

i) In the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
ii) In the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

24.3.15 Commencement of parental leave

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

(b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

(c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.

(d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

(e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

24.3.16 Single period of parental leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

24.3.17 Employee Couple – Concurrent Leave

(a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.

(b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

(c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

24.3.18 Parental Leave and Other Entitlements

(a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 24.3.20(b)**.

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

(c) Unpaid parental leave under **clauses 24.3.4, 24.3.5 and 24.3.20** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

24.3.19 Keeping in touch days

(a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

(b) Keeping in touch days must be agreed and be in accordance with **section 79A** of the Fair Work Act 2009.

24.3.20 Extending parental leave

(a) Extending the initial period of parental leave

i) An Employee, who is on an initial period of parental leave of less than 52 weeks under **clause 24.3.4 or 24.3.5**, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
ii) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) Right to request an extension to parental leave

i) An Employee who is on parental leave under **clause 24.3.4 or 24.3.5** may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
iii) The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
iv) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
v) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
vi) The Employer must give a written response to the request as soon as practicable, as and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

(c) Total period of parental leave

i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under **clause 24.3.4 or 24.3.5** will reduce by the period of any extension taken by a member of the couple under **clause 24.3.20**.

24.3.21 Calculation of pay for the purposes of parental leave

(a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.

(b) The average number of weekly hours worked by the Employee, determined in accordance with **clause 24.3.21(a)** above, will be then applied to the annual salary

applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

(c) Despite **24.3.21(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

(d) Half Pay

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

24.3.22 Commonwealth Paid Parental Leave

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

24.3.23 Returning to Work

(a) Returning to work early

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

(b) Returning to work at conclusion of leave

i) At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
ii) Subject to **24.3.23(b)(iii)**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 24.3.12** above, the Employee will be entitled to return to the position they held immediately before such transfer.
iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(c) Returning to work at a reduced time fraction

i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
ii) Where an Employee wishes to make a request under **24.3.23(c)(i)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.3.24 Consultation and Communication during Parental Leave

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

i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

(c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 24.3.24(a)**.

24.3.25 Extended Family Leave

(a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.

(b) The Employee must make an application for Extended Family Leave each year.

(c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.

(d) Upon return to work the Employer may reallocate the Employee to other duties.

24.3.26 Replacement Employees

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

(b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(c) The limitation in **clause 24.3.6** on the use of fixed term employment to replace the Employee does not apply in this case.

24.3.27 Casual Employees

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

24.4 Right to Request Flexible Working Arrangements

In accordance with and pursuant to **section 65** of the FW Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

(a) The employee is the parent, or has responsibility for the care of a child who is of school age or younger;

(b) The employee is a carer (within the meaning of the Carer Recognition Act 2010);

(c) The employee has a disability;

(d) The employee is 55 or older;

(e) The employee is experiencing violence from a member of the employee's family;

(f) The employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in work area.

24.5 Personal/Carer's Leave

24.5.1

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

The full pay equivalent of accrued personal/carer's leave credits will be credited as personal leave credits.

Eighteen days of full-pay personal/carer's 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. This leave includes up to three days paid Compassionate Leave per year of service. Refer to **clause 24.5.8** below.

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

For non-ongoing employees, personal/carer's leave accrues progressively during a year of service.

24.5.2

Paid personal/carer's 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 an ill or injured member of their immediate family or household who is dependent on the care and support of the employee, or
- Due to an unexpected emergency affecting an employee's immediate family or household., 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.

24.5.3 Documentary Evidence Requirements

(a) Personal leave

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

(b) Carer's leave

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

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

24.5.4 Exception

(a) An Employee entitled to take personal/carer's leave for the purposes set out in **clause 24.5.1** may, subject to **clauses 24.5.4(b)** and **24.5.4(d)**, take up to an aggregate of 38 hours or equivalent pro rata amount accrued personal/carer's leave in each year of employment without having to provide the Employer with the documentary evidence required by **clause 24.5.3.**

(b) If the period of absence referred to in **clause 24.5.4(a)** is for a continuous period exceeding 22.8 hours, the Employee must provide appropriate documentary evidence to the Employer as set out in **clause 24.5.3.**

(c) Where an Employee cannot reasonably provide documentary evidence from a Registered Practitioner, the Employee may provide a statutory declaration. The statutory declaration must include information as to why the Employee was unable to attend a Registered Practitioner and the reason why they were unable to attend work. A statutory declaration can only be used for single day absences, on no more than three occasions.

(d) Despite **clause 24.5.4(a)**, the Employee may be required to provide appropriate documentary evidence as required by the Employer in accordance with **clause 24.5.3**.

24.5.5

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 3 or more days:

- Will require notification of the cause and expected duration of absence; and
- Require the presentation of a medical certificate and,
- If an employee's personal leave has been exhausted, the employee is entitled to take two days' unpaid carer's leave on each occasion when a member of the Employee's immediate family or household requires care and support because of personal illness or unexpected emergency.

Unused personal/carer's leave will accumulate but cannot be paid out on separation.

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/carer's leave, such absences will automatically be recorded as flex time and deducted from the current flex time balance.

24.5.6

The Library may require that an employee provide a further medical certificate from a registered practitioner of mutual choice where an Employee has been on sick leave for at least 6 weeks and has a certificate indicating ongoing need for sick leave.

Where the Library has a genuine concern about an employee's capacity to undertake their duties, the Library may require that the employee provide a medical certificate from a registered practitioner of mutual choice.

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

24.5.7

A casual employee may be unavailable to attend work if the casual employee needs to care and support a member of their immediate family or household who is sick or injured and requires care and support or who requires care due to an unexpected emergency. The Library and the casual employee will agree on the period for which the casual employee may be unavailable to attend work and in the absence of agreement a casual employee is permitted to be absent from work for two days per occasion provided that a medical certificate is supplied.

24.5.8 Compassionate Leave

24.5.8.1 Definition

In this clause the Employee's immediate family means:

(a) The Employee's spouse (including the Employee's former spouse, de facto partner and former de facto partner). A de facto partner means a person who, although not legally married to the Employee, lives with the Employee as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

(b) A child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

24.5.8.2 Amount of compassionate leave

An Employee, other than a casual Employee, is entitled to up to three days' paid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:

- Contracts or develops a personal illness that poses a serious threat to his or her life;
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies

each of which constitutes a permissible occasion for the purposes of this **clause 24.5.1**.

The initial three days of compassionate leave taken in any year of service shall be deducted from the 18 days personal/carer's leave entitlement herein (pro rata for part time and fixed term employees). Subsequent occasions of paid compassionate leave during a year of service shall not be deducted from an employee's personal/carer's leave entitlement. Where an employee's accrued personal leave has been exhausted, the employee is entitled to up to three days paid compassionate leave on each occasion of serious illness, injury or death of a member of the employee's immediate family or household.

24.5.8.3

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(a) To spend time with the member of the Employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury referred to in **clause 24.5.2**; or

(b) After the death of a member of the Employee's immediate family or household. An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.

24.5.8.4 Unpaid Compassionate Leave

An Employee, including a casual Employee may take unpaid compassionate leave by agreement with the Library. A casual employee may take up to three days unpaid compassionate leave for each permissible occasion referred to in **clause 24.5.2**.

24.5.8.5 Notice and Evidence Requirements for Compassionate Leave

An Employee who is taking compassionate leave under this clause must give notice to the Library "as soon as practicable" (which may be at a time after the compassionate leave has started) and must advise the Library of the period, or expected period, of the compassionate leave.

An Employee must provide the Library with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner, a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of the Library.
The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.

24.6 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 be 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.

24.7 Long Service Leave

24.7.1 Basic Entitlement

An employee is entitled to 495.6967 hours (three months) long service leave with pay for each period of ten years' paid full-time continuous service. The entitlement is 521.786 hours for employees whose ordinary hours of work average 80 hours per fortnight.

24.7.2 Pro-rata access

An employee is entitled to access their long service leave entitlement, on a pro-rata basis, after an initial 7 years of paid continuous service.

24.7.3 Payment of outstanding entitlement on termination

An employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement, will be entitled to an amount equal to the unused long service leave entitlement.

24.7.4 Holidays during Leave

Where a public holiday occurs during a period of long service leave granted to an employee, the public holiday is not to be regarded as part of the long service leave and the Library will grant the employee a day off in lieu.

24.7.5 Eligible Period of Service

"Eligible period of service" in relation to an employee means the period of continuous service between four years and seven years.
An employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the employee's eligible period of service if:

(a) On account of age or ill health:

  i) the employee retires or is retired; or
  ii) the employment of the employee is terminated by the Library; or

(b) The employment of the employee is terminated for any other reason except for serious misconduct or resignation by the employee; or

(c) The employee dies.

24.7.6 Period of Leave

An employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work.

Notwithstanding the provision in the above paragraph, the Library and the employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.

After concluding their period of leave, the employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Library and the employee.

24.7.7 Time of Taking Leave

The Library may determine the time for granting long service leave so that the Library's operations will not be unduly affected by the granting of long service leave to numbers of Employees at or about the same time.

24.7.8 Recognised Service

In this clause, an "authority" means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.
Subject to **clause 24.7.8.1**, the following will be recognised as service for the purposes of long service leave ("Recognised Service"):

(a) Any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or

(b) Any service with a public entity under the Public Administration Act 2004 (Vic); or

(c) Any service with a local governing body that is established by or under a law of Victoria.

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

24.7.8.1

Service for the purpose of long service leave does not include any period of service which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:

- An absence of 3 years or less in the nature of retirement occasioned by disability; or
- An absence of 2 years or less which in the opinion of the Library was caused by special circumstances; or
- During any absence from duty on maternity, paternity/partner or adoption leave without pay; or
- Except to the extent (if any) authorised by the Library, during any other absence on leave without pay; or
- During any absence from duty when the employee was in receipt of weekly payments of compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 or any corresponding previous enactment, other than the first 12 months of that period; or
- Which followed the date on which a pension under the State Superannuation Act 1988 (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding 12 months during which a pension under section 83A(1) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or
- From which the employee was dismissed for disciplinary reasons.

24.7.8.2

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

24.7.8.3

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

An application for the recognition of prior service under **clause 24.7.8** must be made within six months of an employee's starting date in the Library

24.7.9 Payment for Leave

In computing, the pay of an employee for or in lieu of long service leave, that pay includes:

- If the employee is receiving salary maintenance, that salary maintenance; and
- Any additional payment payable for a temporary assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and
- Any annual allowance payable to the employee which the employer determines should be included, but does not include:
    i) Any payment of overtime, commuted overtime or shift allowances; or
    ii) Any travelling or transport allowance; or
    iii) Any allowance in the nature of reimbursement of expenditure.

Nothing in this **clause 24.7** entitles an employee to long service leave (or payment for long service leave) in respect of a period of service for which the employee was entitled to receive long service leave (or payment for long service leave) from an employer other than the Library or for which the employee has received long service leave (or a payment in respect of long service leave) from any employer.

24.8 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 or alcohol or problem gambling;
- The employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
- In the case of an alcohol or drug addiction, 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.
- In the case of problem gambling the employee satisfies the eligibility criteria for entry into an approved problem gambling 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

Completed Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 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.

24.9 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, themselves or other persons, 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.

24.10 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.

24.11 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 12 weeks.

24.12 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 Court. Employees may retain fees received from performing jury duty to cover any out of pocket expenses.

24.13 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 is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
- When New Year's Day falls on a Saturday or Sunday, an additional holiday shall be observed on the following Monday.
- When Australia Day is a Saturday or Sunday, a holiday in lieu shall be observed on the next Monday.

Where in the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out above; those days shall constitute additional or substituted 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.

24.14 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.

24.15 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.

24.16 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.

24.17 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).

24.18 Family Violence Leave

24.18.1 General Principle

(a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

(b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

24.18.2 Definition of Family Violence

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

24.18.3 Eligibility

(a) Leave for family violence purposes is available to all Employees with the exception of casual Employees.

(b) Casual Employees are entitled to access leave without pay for family violence purposes.

24.18.4 General Measures

(a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a

Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

(b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence Contact Officers, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause 24.18.5** and **clause 24.18.6**.

(g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

24.18.5 Leave

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

(b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with **clause 24.18.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

24.18.6 Individual Support

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

i) Temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
ii) Temporary or ongoing job redesign or changes to duties;
iii) Temporary or ongoing relocation to suitable employment;
iv) A change to their telephone number or email address to avoid harassing contact;

v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

(c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.

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

24.19 Ceremonial Leave

(a) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

i) Connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
ii) For other ceremonial obligations under Aboriginal and Torres Strait Islander law.

(b) Where ceremonial leave is taken for the purposes outlined in **clause 24.19 (a)**, up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

(c) Ceremonial leave granted under this **clause 24.19** is in addition to compassionate leave granted under **clause 24.5.8**

25. Salaries, Allowances, Benefits and Related Matters

Pay and Classification Structure
Classifications are divided into Grades and Value Ranges. Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Classification and Value Range Standard Descriptors at Appendix three to this Agreement.

25.1 Salary Increases

Employees employed by State Library Victoria at or after the date of commencement of this Agreement will receive the following increases:

Date of Effect	Percentage Increase
1 January 2016	1.75%
1 July 2016	1.50 %
1 January 2017	1.75 %

1 July 2017	1.50 %
1 January 2018	1.75 %
1 July 2018	1.50 %
1 January 2019	1.75 %
1 July 2019	1.50%

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.

25.2 Classification Structure

General Principles

- Classifications are divided into Grades and 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 one of these Grades and Value Ranges based on work requirements in accordance with the Standard 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 Classification and Value Range Standard Descriptors at Appendix three to this Agreement.

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

VPS 1 Classification

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

(b) The parties agree to review the Grade 1 classification descriptors within six months of the Agreement being approved by FWC to ensure that the classification standards are appropriate for a training grade.

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 between progression steps or amounts will occur when an employee is assessed at their annual performance review as "meeting the progression criteria". Progression within the salary structure is not automatic, consistent with wage fixing principles.

25.3 Top of Grade or Value Range Payment

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

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

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

25.4 Performance cycle and review

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

All Employees must participate in the performance development and review process, including in the development of performance plans and conduct of performance discussions and reviews.

The "progression criteria" are to be agreed with each employee at the start of the performance cycle or upon commencement in a role and can be adjusted by agreement during the progression cycle. The progression criteria for an individual employee are to be developed using the performance standards outlined herein.

All employees can expect informal and formal feedback about their performance throughout the performance cycle with their supervisor or manager. A performance review is undertaken at the end of each performance cycle. Performance against the progression criteria is assessed at that time. Employees must meet all elements of their individual performance plans to be eligible for progression.

An employee will be eligible to access progression or a top of grade/value range payment if an employee has been in his or her role for 3 months or more, except in the following circumstances:

- Has been appointed on probation and has been in his or her role for less than 6 months at the time the performance review is undertaken.
- Has completed a formal underperformance process or is subject to one under **clause 28 Management of Unsatisfactory Work Performance** at 30 June; or

Subject to proven misconduct as per **clause 29 Management of Misconduct**, during the course of the performance cycle.

Higher duties - Progression payments
Where an Employee has been acting in a higher position for a period of twelve months, the Employee will be eligible for consideration of progression or a top of Grade or Value Range payment for continued performance of the higher duties beyond 12 months.

In the event an eligible Employee acting in a higher position is progressed to the next progression step/ amount in that higher position, on returning to their substantive position they will be deemed to have progressed to the next progression step/ amount within their substantive Grade (if applicable).

Performance, Development and Progression (PDP) Plans
A PDP Plan for each employee will be developed and agreed for the duration of each performance 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.

Performance Standards
The performance standards detailed below may be weighted and combined, appropriate to the role, to make up an individual Employee's "progression criteria".

Performance standards for all Grades are as follows:

(a) Achieving the performance targets;

(b) Demonstrating public sector and State Library values and behaviours; and

(c) Applying learning and development.

Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.

An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria

the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points.

This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.

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

25.5 Occupational Specific Structure for Librarians and Conservators, Library Technicians, Library Assistants

The Occupational Specific Structure is aligned with State Library 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 Officers) for rates of pay and principles of operation.

25.6 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;

- **Innovation**
- **Collaboration**
- **Engagement**
- **Excellence**
- **Respect**

(c) Enables State Library 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.

25.7 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.

25.8 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.

25.8.1 Superannuation Arrangements

The employee will be offered by the Library membership of a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993 (Cth). 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.

25.9 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, determined having regard to the amounts set by the Australian Taxation Office as adjusted from time to time.

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.

25.10 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.

25.11 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.

25.12 Shift Allowances

Employees 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.

25.13 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), a paid taxi home or subsidised car parking will 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.

25.14 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.

Effective Date	**Amount per Annum**
1 January 2016	$576
1 January 2017	$595
1 January 2018	$614
1 January 2019	$634

25.15 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 other approved benefits under State or Federal legislation.

In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation

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, including the Library's reasonable administrative costs, are to be met from the salary of the participating employee.

26. 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 Workplace Injury

Rehabilitation and Compensation Act 2013, 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 Workplace Injury Rehabilitation and Compensation Act 2013.

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

27. Resolution of Disputes

27.1 Introduction

For the purposes of this **clause 27**, a dispute includes a grievance.

27.2 Application

Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards set out in the FW Act, other than termination of employment, must be dealt with in accordance with this clause. For the avoidance of doubt, a dispute about termination of employment cannot be dealt with under this clause.

27.3 Exclusions

This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

27.4 Representation

A person covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

27.5 Obligations

27.5.1

The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

27.5.2

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

27.5.3

No person covered by this Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

27.6 Determination and Dispute Settlement Facilitation

27.6.1

For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Library, he/she must be released by the Library from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement;

(b) Endeavouring to resolve a dispute arising out of the operation of this Agreement; or

(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

27.6.2

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

27.7 Discussion of Dispute

27.7.1

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

27.7.2

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

27.8 Internal Process

27.8.1

If any party to the dispute who is covered by this Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted as expeditiously as possible and:

(a) Is consistent with the rules of natural justice;

(b) Provides for mediation or conciliation of the dispute;

(c) Provides that the Library will take into consideration any views on who should conduct the review; and

(d) Is conducted as with as little formality as a proper consideration of the dispute allows.

27.8.2

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

27.8.3

If the matter is not settled either party to the dispute may apply to the FWC to have the dispute dealt with by conciliation.

27.9 Disputes of a Collective Character

27.9.1

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

27.9.2

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

27.10 Conciliation

27.10.1

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

27.10.2

This may include arranging:

(a) Conferences of the parties to the dispute presided over by the member; and

(b) For the parties to the dispute to confer among themselves at conferences at which the member is not present.

27.10.3

Conciliation before the FWC shall be regarded as completed when:

(a) The parties to the dispute have reached agreement on the settlement of the dispute; or

(b) The member of FWC conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or

(c) The parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

27.11 Arbitration

27.11.1

If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that the FWC proceed to determine the dispute by arbitration.

27.11.2

Where a member of the FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.

27.11.3

Subject to **sub-clause 27.11.4** below, the determination of the FWC is binding upon the persons covered by this Agreement.

27.11.4

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

27.12 General Powers and Procedures of the FWC

27.12.1

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

28. Management of Unsatisfactory Work Performance

28.1 Scope

The purpose of this clause is to:

(a) Support Employees with unsatisfactory work performance to improve their performance to the required standard;

(b) Ensure that unsatisfactory work performance is addressed expeditiously;

(c) Reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and

(d) Provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Library's expected standard.

28.2 Application

Subject to applicable Victorian and federal legislation, action taken by the Library in relation to unsatisfactory work performance will be consistent with this clause. This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

28.3 Referred unsatisfactory work performance matters

The Library may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with **clause 29 Management of Misconduct**. Once an election has been made by the Library under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 29**.

28.4 Meaning of unsatisfactory work performance

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

28.5 Procedural fairness to apply

The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness. All parties involved in the process will commit to completing it as quickly as practicable.

28.5.1

Before commencing formal unsatisfactory work performance processes, the Library must:

(a) Tell the Employee the purpose of the meeting;

(b) Provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in clause 28.9 herein;

(c) Provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and

(d) Allow the Employee the opportunity to provide details of any mitigating circumstances.

28.5.2

The Library must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 28**.

28.6 Employee representation

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

28.7 Prior to Commencing Process

28.7.1

The Library must:

(a) Consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and

(b) Have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Library and Employee agree that the Employee is not capable of meeting the required level of performance the Library may transfer the Employee to a suitable alternative position where reasonably practicable.

28.8 Commencing the formal unsatisfactory work performance process

Where the Library considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Library may proceed to formally manage the

Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

(a) Increased supervision;

(b) Changes to the Employee's performance plan;

(c) Mentoring;

(d) Training and professional development;

(e) Increased feedback; and

(f) Coaching.

28.9 First stage – formal counselling

The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Library must:

- Advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
- Outline the standard required of the Employee;
- Provide the Employee with an opportunity to respond within a reasonable timeframe; and
- Provide the Employee with an opportunity to improve within a reasonable timeframe.

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

A record of the formal counselling session will be placed on the Employee's personnel file.

28.9.1

If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 28.9** the Library will notify the Employee that:

- The formal unsatisfactory work performance process has been completed; and
- No further action will be taken by the Library unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

28.10 Second stage – formal written warning

The Employee will be given a formal written warning by the Library, if:

- The Employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 28.9** and/or
- The Employee engages in further unsatisfactory work performance.

28.10.1

The Library must:

- Advise the Employee of the unsatisfactory work performance;
- Outline the standard required of the Employee; and
- Provide the Employee with an opportunity to respond within a reasonable timeframe; and
- Provide the Employee with an opportunity to improve within a reasonable timeframe.

28.10.2

The formal written warning must indicate:

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

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

28.10.3

If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 28.10.1** the Library will notify the Employee that:

- The formal unsatisfactory work performance process has been completed; and
- No further action will be taken by the Library unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

28.11 Third stage – final warning

The Employee will be given a final written warning by the Library if

- The Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 28.10.1** and/or
- The Employee engages in further unsatisfactory work performance.

28.11.1

The Library must:

- Advise the Employee of the unsatisfactory work performance;
- Outline the standard required of the Employee; and
- Provide the Employee with an opportunity to respond within a reasonable timeframe; and

- Provide the Employee with an opportunity to improve within a reasonable timeframe.

28.11.2

The formal written warning must indicate:

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

28.11.3

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

28.11.4

If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 28.11.1**, the Library will notify the Employee that:

- The formal unsatisfactory work performance process has been completed; and
- No further action will be taken by the Library unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

28.12 Determination of unsatisfactory work performance outcome

28.12.1

In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 28.9 and 28.10** and on receipt by the Employee of the final written warning in accordance with **clause 28.11**, the Library will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.

28.12.2

After considering the Employee's performance and response (including any failure to respond in accordance with **clause 28.12.1**), the Library will determine the unsatisfactory work performance outcome that is to apply to the Employee.

28.12.3

The possible outcome is:

- Termination of the Employee's employment.

28.12.4

The Library will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

28.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 27 Resolution of Disputes** when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 28.5** has been complied with in the Library coming to a decision):

28.13.1

A record of formal counselling;

28.13.2

A formal written warning;

28.13.3

A final written warning;

28.13.4

A notification given to the Employee pursuant to **clauses 28.9, 28.10, 28.11**; or

28.13.5

A record of unsatisfactory work performance outcome.

29. Management of Misconduct

29.1 Purpose

The purpose of this clause is to establish procedures for managing misconduct or alleged misconduct of an Employee and to;

- Provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
- Reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- Manage the Employee's performance in accordance with this **clause 29** instead of **clause 28** where the Library determines that it would be more appropriate.

29.2 Application

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

29.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

- A contravention of a provision of the Public Administration Act 2004 (Vic) , the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
- Improper conduct in an official capacity;
- A contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;
- An Employee making improper use of his or her position for personal gain; or
- An Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the Library or the public sector.
- Referred matters under **clause 28 Management of Unsatisfactory Work Performance**

Any matters that have arisen under the management of unsatisfactory work performance process in **clause 28** may be considered in the misconduct process pursuant to this **clause 29**.

29.4 Employee representation

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

29.5 Procedural fairness to apply

The process for managing Employee misconduct will be consistent with the principles of procedural fairness. All parties involved in the misconduct process will commit to completing it as quickly as practicable.

29.5.1

Before commencing the formal processes, the Library must:

- Tell the Employee the purpose of the meeting;
- Provide the Employee with a copy of the formal process to be followed;
- Provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the formal process commences; and
- Allow the Employee the opportunity to provide details of any mitigating circumstances.

29.5.2

The Library must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 29**.

29.6 Admissions by Employee

The Employee may at any stage elect to admit the alleged misconduct. If the Employee admits the alleged misconduct, the Library may proceed immediately to the determination of the misconduct outcome stage pursuant to **clause 29.11**.

29.7 Directions

Where Employee misconduct is alleged, the Library may do any of the following:

- Make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with this clause or
- Determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with this clause;

and/or

- Direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
- Direct the Employee not to speak to other Employees of the Library about the matter or not to visit certain places of work; and/or
- Suspend the Employee with pay.

In the event that the Library exercises rights to suspend an employee under this **subclause 29.7** the Library will:

(a) Review this decision no later than a date which is four weeks after the commencement of the suspension; and

(b) Confirm whether the suspension is to continue or is no longer necessary.

The Library will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 29**.

29.8 Investigation of alleged misconduct

29.8.1

As soon as practicable after an allegation of misconduct has been made and the Library has determined in accordance with this **clause 29** that an investigation is required, the Library will advise the Employee of the alleged misconduct in writing.

29.8.2

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

29.8.3

The Library will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.

29.8.4

The Library will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

29.8.5

The investigation may include:

- Collecting any relevant materials;
- Speaking with the Employee;
- Speaking with any relevant witnesses;
- Providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
- Seeking an explanation from the Employee; and
- Investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

29.8.6

In relation to each allegation of misconduct, the investigator will make findings as to whether:

(a) The allegation is substantiated; or

(b) The allegation is not substantiated.

29.8.7

Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

29.8.8

Where the investigator makes a finding that the allegation is substantiated, the Library will consider this information and propose a discipline outcome.

29.9 Opportunity for response by Employee

29.9.1

As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome.

29.9.2

The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

29.10 Determination of discipline outcome

29.10.1

The Library will consider:

(a) The findings of the investigator; and

(b) The recommended discipline outcome; and

(c) Any response of the Employee (including any admission of misconduct under **clause 29.6**); and

(d) Any prior disciplinary outcomes,

and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

29.10.2

The possible discipline outcomes are:

(a) No action;

(b) Performance management;

(c) Formal counselling;

(d) Formal warning;

(e) Final warning; or

(f) Termination of employment.

29.10.3

The Library will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

29.11 Informing Employee who raised allegation of misconduct

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

29.12 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 27 Resolution of Disputes** when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 29.5** has been complied with in the Library coming to a decision):

- A record of formal counselling;
- A formal written warning;
- A final written warning; or
- A record of discipline outcome.

29.13 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **clause 29** is also the subject of a criminal investigation or criminal proceedings, the Library is not required to delay or cease the management of misconduct process under this **clause 29** but the Library may exercise its discretion to do so.

30. 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 State Library 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.

This does not preclude any rights, entitlements or obligations under the Fair Work Act 2009 (excluding the requirement of 24 hours notice to enter the premises).

31. 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. 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 "redundancy and retrenchment" payments consistent with the Government's termination policy at the time. This policy does not form part of this Agreement.

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. This policy does not form part of this Agreement.

32. Termination of Employment

32.1 Notice of Termination by the Library

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 - 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 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.

Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Library making payment for the remainder of the period of notice.

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

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

32.2 Employee Resignation

Unless otherwise agreed by the Library and an employee, an employee other than a probationary employee may resign at any time by giving a minimum of four weeks' written notice to the Library.

32.3 Abandonment of Employment

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

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

the Library is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at his or her initiative.

32.4 Statement of Employment

The Library must, upon receipt of a request from an employee whose employment will cease or has ceased, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

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

32.5 Rights Not Limited

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

33. Home Based Work

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

34. 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 the employee's appearance at or representation before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or Coroner's inquest.

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.

35. 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.

36. 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 replace paid staff and undermine staffing.

37. No Extra Claims

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

Signatories

Signed by:

Kate Torney
Chief Executive Office
State Library Victoria
328 Swanston Street
Melbourne VIC 3000

Date: 29.11.16

Karen Batt
Victorian Secretary
Community and Public Sector Union
Level 4/128 Exhibition Street,
Melbourne VIC 3000

Date: 30th NOVEMBER 2016.

In line with clause 3 of State Library Victoria Enterprise Partnership Agreement 2016, consisting of parts A & B.

Appendix One – Enterprise Partnership Agreement 2016 – Salary Schedule

Effective 1 January 2016

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$42,845	$45,482	1.1.1	$42,845
					1.1.2	$43,724
					1.1.3	$44,603
					1.1.4	$45,482
	2	2.1	$46,951	$53,621	2.1.1	$46,951
					2.1.2	$47,902
					2.1.3	$48,855
					2.1.4	$49,810
					2.1.5	$50,761
					2.1.6	$51,715
					2.1.7	$52,668
					2.1.8	$53,621
		2.2	$54,573	$60,292	2.2.1	$54,573
					2.2.2	$55,527
					2.2.3	$56,479
					2.2.4	$57,433
					2.2.5	$58,384
					2.2.6	$59,340
					2.2.7	$60,292
	3	3.1	$61,611	$68,210	3.1.1	$61,611
					3.1.2	$62,931
					3.1.3	$64,251
					3.1.4	$65,570
					3.1.5	$66,889
					3.1.6	$68,210
		3.2	$69,529	$74,808	3.2.1	$69,529
					3.2.2	$70,849
					3.2.3	$72,169
					3.2.4	$73,488
					3.2.5	$74,808
	4	4.1	$76,274	$86,540	4.1.1	$76,274
					4.1.2	$77,986
					4.1.3	$79,696
					4.1.4	$81,406
					4.1.5	$83,119
					4.1.6	$84,830
					4.1.7	$86,540
Senior Officer	5	5.1	$88,007	$97,243		$2,638
		5.2	$97,245	$106,481		
	6	6.1	$107,948	$126,202		$3,331
		6.2	$126,203	$144,455		
Senior Technical Specialist	7	7.1	$146,620	$164,214		$5,471
		7.2	$164,218	$181,811		
		7.3	$181,811	$199,405		

Effective 1 July 2016

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$43,488	$46,164	1.1.1	$43,488
					1.1.2	$44,380
					1.1.3	$45,272
					1.1.4	$46,164
	2	2.1	$47,655	$54,425	2.1.1	$47,655
					2.1.2	$48,621
					2.1.3	$49,588
					2.1.4	$50,557
					2.1.5	$51,522
					2.1.6	$52,491
					2.1.7	$53,458
					2.1.8	$54,425
		2.2	$55,392	$61,196	2.2.1	$55,392
					2.2.2	$56,360
					2.2.3	$57,326
					2.2.4	$58,294
					2.2.5	$59,260
					2.2.6	$60,230
					2.2.7	$61,196
	3	3.1	$62,535	$69,233	3.1.1	$62,535
					3.1.2	$63,875
					3.1.3	$65,215
					3.1.4	$66,554
					3.1.5	$67,892
					3.1.6	$69,233
		3.2	$70,572	$75,930	3.2.1	$70,572
					3.2.2	$71,912
					3.2.3	$73,252
					3.2.4	$74,590
					3.2.5	$75,930
	4	4.1	$77,418	$87,838	4.1.1	$77,418
					4.1.2	$79,156
					4.1.3	$80,891
					4.1.4	$82,627
					4.1.5	$84,366
					4.1.6	$86,102
					4.1.7	$87,838
Senior Officer	5	5.1	$89,327	$98,702		$2,678
		5.2	$98,704	$108,078		
	6	6.1	$109,567	$128,095		$3,381
		6.2	$128,096	$146,622		
Senior Technical Specialist	7	7.1	$148,819	$166,677		$5,553
		7.2	$166,681	$184,538		
		7.3	$184,538	$202,396		

Effective 1 January 2017

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$44,249	$46,972	1.1.1	$44,249
					1.1.2	$45,157
					1.1.3	$46,064
					1.1.4	$46,972
	2	2.1	$48,489	$55,377	2.1.1	$48,489
					2.1.2	$49,472
					2.1.3	$50,456
					2.1.4	$51,442
					2.1.5	$52,424
					2.1.6	$53,410
					2.1.7	$54,394
					2.1.8	$55,377
		2.2	$56,361	$62,267	2.2.1	$56,361
					2.2.2	$57,346
					2.2.3	$58,329
					2.2.4	$59,314
					2.2.5	$60,297
					2.2.6	$61,284
					2.2.7	$62,267
	3	3.1	$63,629	$70,445	3.1.1	$63,629
					3.1.2	$64,993
					3.1.3	$66,356
					3.1.4	$67,719
					3.1.5	$69,080
					3.1.6	$70,445
		3.2	$71,807	$77,259	3.2.1	$71,807
					3.2.2	$73,170
					3.2.3	$74,534
					3.2.4	$75,895
					3.2.5	$77,259
	4	4.1	$78,773	$89,375	4.1.1	$78,773
					4.1.2	$80,541
					4.1.3	$82,307
					4.1.4	$84,073
					4.1.5	$85,842
					4.1.6	$87,609
					4.1.7	$89,375
Senior Officer	5	5.1	$90,890	$100,429		$2,725
		5.2	$100,431	$109,969		
	6	6.1	$111,484	$130,337		$3,440
		6.2	$130,338	$149,188		
Senior Technical Specialist	7	7.1	$151,423	$169,594		$5,650
		7.2	$169,598	$187,767		
		7.3	$187,767	$205,938		

Effective 1 July 2017

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$44,913	$47,677	1.1.1	$44,913
					1.1.2	$45,834
					1.1.3	$46,755
					1.1.4	$47,677
	2	2.1	$49,216	$56,208	2.1.1	$49,216
					2.1.2	$50,214
					2.1.3	$51,213
					2.1.4	$52,214
					2.1.5	$53,210
					2.1.6	$54,211
					2.1.7	$55,210
					2.1.8	$56,208
		2.2	$57,206	$63,201	2.2.1	$57,206
					2.2.2	$58,206
					2.2.3	$59,204
					2.2.4	$60,204
					2.2.5	$61,201
					2.2.6	$62,203
					2.2.7	$63,201
	3	3.1	$64,583	$71,502	3.1.1	$64,583
					3.1.2	$65,968
					3.1.3	$67,351
					3.1.4	$68,735
					3.1.5	$70,116
					3.1.6	$71,502
		3.2	$72,884	$78,418	3.2.1	$72,884
					3.2.2	$74,268
					3.2.3	$75,652
					3.2.4	$77,033
					3.2.5	$78,418
	4	4.1	$79,955	$90,716	4.1.1	$79,955
					4.1.2	$81,749
					4.1.3	$83,542
					4.1.4	$85,334
					4.1.5	$87,130
					4.1.6	$88,923
					4.1.7	$90,716
Senior Officer	5	5.1	$92,253	$101,935		$2,766
		5.2	$101,937	$111,619		
	6	6.1	$113,156	$132,292		$3,492
		6.2	$132,293	$151,426		
Senior Technical Specialist	7	7.1	$153,694	$172,138		$5,735
		7.2	$172,142	$190,584		
		7.3	$190,584	$209,027		

Effective 1 January 2018

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$45,699	$48,511	1.1.1	$45,699
					1.1.2	$46,636
					1.1.3	$47,573
					1.1.4	$48,511
	2	2.1	$50,077	$57,192	2.1.1	$50,077
					2.1.2	$51,093
					2.1.3	$52,109
					2.1.4	$53,128
					2.1.5	$54,141
					2.1.6	$55,160
					2.1.7	$56,176
					2.1.8	$57,192
		2.2	$58,207	$64,307	2.2.1	$58,207
					2.2.2	$59,225
					2.2.3	$60,240
					2.2.4	$61,258
					2.2.5	$62,272
					2.2.6	$63,292
					2.2.7	$64,307
	3	3.1	$65,713	$72,753	3.1.1	$65,713
					3.1.2	$67,122
					3.1.3	$68,530
					3.1.4	$69,938
					3.1.5	$71,343
					3.1.6	$72,753
		3.2	$74,159	$79,790	3.2.1	$74,159
					3.2.2	$75,568
					3.2.3	$76,976
					3.2.4	$78,381
					3.2.5	$79,790
	4	4.1	$81,354	$92,304	4.1.1	$81,354
					4.1.2	$83,180
					4.1.3	$85,004
					4.1.4	$86,827
					4.1.5	$88,655
					4.1.6	$90,479
					4.1.7	$92,304
Senior Officer	5	5.1	$93,867	$103,719		$2,814
		5.2	$103,721	$113,572		
	6	6.1	$115,136	$134,607		$3,553
		6.2	$134,608	$154,076		
Senior Technical Specialist	7	7.1	$156,384	$175,150		$5,835
		7.2	$175,154	$193,919		
		7.3	$193,919	$212,685		

Effective 1 July 2018

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$46,384	$49,239	1.1.1	$46,384
					1.1.2	$47,336
					1.1.3	$48,287
					1.1.4	$49,239
	2	2.1	$50,828	$58,050	2.1.1	$50,828
					2.1.2	$51,859
					2.1.3	$52,891
					2.1.4	$53,925
					2.1.5	$54,953
					2.1.6	$55,987
					2.1.7	$57,019
					2.1.8	$58,050
		2.2	$59,080	$65,272	2.2.1	$59,080
					2.2.2	$60,113
					2.2.3	$61,144
					2.2.4	$62,177
					2.2.5	$63,206
					2.2.6	$64,241
					2.2.7	$65,272
	3	3.1	$66,699	$73,844	3.1.1	$66,699
					3.1.2	$68,129
					3.1.3	$69,558
					3.1.4	$70,987
					3.1.5	$72,413
					3.1.6	$73,844
		3.2	$75,271	$80,987	3.2.1	$75,271
					3.2.2	$76,702
					3.2.3	$78,131
					3.2.4	$79,557
					3.2.5	$80,987
	4	4.1	$82,574	$93,689	4.1.1	$82,574
					4.1.2	$84,428
					4.1.3	$86,279
					4.1.4	$88,129
					4.1.5	$89,985
					4.1.6	$91,836
					4.1.7	$93,689
Senior Officer	5	5.1	$95,275	$105,275		$2,856
		5.2	$105,277	$115,276		
	6	6.1	$116,863	$136,626		$3,606
		6.2	$136,627	$156,387		
Senior Technical Specialist	7	7.1	$158,730	$177,777		$5,923
		7.2	$177,781	$196,828		
		7.3	$196,828	$215,875		

Effective 1 January 2019

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$47,196	$50,101	1.1.1	$47,196
					1.1.2	$48,164
					1.1.3	$49,132
					1.1.4	$50,101
	2	2.1	$51,717	$59,066	2.1.1	$51,717
					2.1.2	$52,767
					2.1.3	$53,817
					2.1.4	$54,869
					2.1.5	$55,915
					2.1.6	$56,967
					2.1.7	$58,017
					2.1.8	$59,066
		2.2	$60,114	$66,414	2.2.1	$60,114
					2.2.2	$61,165
					2.2.3	$62,214
					2.2.4	$63,265
					2.2.5	$64,312
					2.2.6	$65,365
					2.2.7	$66,414
	3	3.1	$67,866	$75,136	3.1.1	$67,866
					3.1.2	$69,321
					3.1.3	$70,775
					3.1.4	$72,229
					3.1.5	$73,680
					3.1.6	$75,136
		3.2	$76,588	$82,404	3.2.1	$76,588
					3.2.2	$78,044
					3.2.3	$79,498
					3.2.4	$80,949
					3.2.5	$82,404
	4	4.1	$84,019	$95,329	4.1.1	$84,019
					4.1.2	$85,905
					4.1.3	$87,789
					4.1.4	$89,671
					4.1.5	$91,560
					4.1.6	$93,443
					4.1.7	$95,329
Senior Officer	5	5.1	$96,942	$107,117		$2,906
		5.2	$107,119	$117,293		
	6	6.1	$118,908	$139,017		$3,669
		6.2	$139,018	$159,124		
Senior Technical Specialist	7	7.1	$161,508	$180,888		$6,027
		7.2	$180,892	$200,272		
		7.3	$200,272	$219,653		

Effective 1 July 2019

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	$47,904	$50,853	1.1.1	$47,904
					1.1.2	$48,886
					1.1.3	$49,869
					1.1.4	$50,853
	2	2.1	$52,493	$59,952	2.1.1	$52,493
					2.1.2	$53,559
					2.1.3	$54,624
					2.1.4	$55,692
					2.1.5	$56,754
					2.1.6	$57,822
					2.1.7	$58,887
					2.1.8	$59,952
		2.2	$61,016	$67,410	2.2.1	$61,016
					2.2.2	$62,082
					2.2.3	$63,147
					2.2.4	$64,214
					2.2.5	$65,277
					2.2.6	$66,345
					2.2.7	$67,410
	3	3.1	$68,884	$76,263	3.1.1	$68,884
					3.1.2	$70,361
					3.1.3	$71,837
					3.1.4	$73,312
					3.1.5	$74,785
					3.1.6	$76,263
		3.2	$77,737	$83,640	3.2.1	$77,737
					3.2.2	$79,215
					3.2.3	$80,690
					3.2.4	$82,163
					3.2.5	$83,640
	4	4.1	$85,279	$96,759	4.1.1	$85,279
					4.1.2	$87,194
					4.1.3	$89,106
					4.1.4	$91,016
					4.1.5	$92,933
					4.1.6	$94,845
					4.1.7	$96,759
Senior Officer	5	5.1	$98,396	$108,724		$2,950
		5.2	$108,726	$119,052		
	6	6.1	$120,692	$141,102		$3,724
		6.2	$141,103	$161,511		
Senior Technical Specialist	7	7.1	$163,931	$183,601		$6,117
		7.2	$183,605	$203,276		
		7.3	$203,276	$222,948		

Appendix Two – Occupational Specific Structure

Effective 1 January 2016

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

As at 1 January 2016

Grade 1		
1.1	$42,845	Entry point for a person with no prior library or other relevant skills, experience and qualifications.
	$43,724	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.
	$44,603	
	$45,482	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 Officer Grade 2.1	$46,951	
2.12	$47,902	
2.13	$48,855	
2.14	$49,810	
2.15	$50,761	
2.16	$51,715	
2.17	$52,668	
2.18	$53,621	Employees who reach this progression point will move to Grade 2.2 if promoted/reclassified to a Senior Collection Access Officer.
Library Officer Grade 2.2	$54,573	
2.22	$55,527	
2.23	$56,479	
2.24	$57,433	
2.25	$58,384	
2.26	$59,340	
2.27	$60,292	

Library Technician Grade 2.1	$46,951	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	$47,902	
2.13	$48,855	
2.14	$49,810	
2.15	$50,761	
2.16	$51,715	
2.17	$52,668	
2.18	$53,621	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	$54,573	
2.22	$55,527	
2.23	$56,479	
2.24	$57,433	
2.25	$58,384	
2.26	$59,340	
2.27	$60,292	
Library Technician Grade 3.1	$61,611	Entry point for advanced library technician positions on promotion/reclassification and subject to demonstrated knowledge, skills, experience and competency.
3.12	$62,931	
3.13	$64,251	
3.14	$65,570	
3.15	$66,889	
3.16	$68,210	
Librarian/Conservator Grade 2.2	$54,573	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	$55,527	
2.23	$56,479	
2.24	$57,433	New graduates will be able to progress to this progression point after the

		probationary period and upon completing a competency based assessment.
2.25	$58,384	
2.26	$59,340	
2.27	$60,292	
Librarian/Conservator Grade 3.1	$61,611	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	$62,931	
3.13	$64,251	
3.14	$65,570	
3.15	$66,889	
3.16	$68,210	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	$69,529	
3.22	$70,849	
3.23	$72,169	
3.24	$73,488	
3.25	$74,808	
Librarian/Conservator Grade 4	$76,274	Entry point for employees promoted to this level. For example, team leaders or nominated senior positions.
4.12	$77,986	
4.13	$79,696	
4.14	$81,406	
4.15	$83,119	
4.16	$84,830	
4.17	$86,540	

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 ($51,495) 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 Classification Descriptors - VPS Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors

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

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

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	the operational context	feedback to organisation Draft routine internal reports and correspondence Liaises with stakeholders, clients and external providers of goods and services Suggests alternative approaches to clients or stakeholders Understands procedures for effectively dealing with people exhibiting challenging behaviours	similar process in larger groups Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	clients, stakeholders and staff Plans, leads and facilitates information sessions and consultative processes in a range of settings Prepares briefs on sensitive issues for consideration of others Draft public communication documents Communicates issues and advocates a preferred case or option to stakeholders Communicate professional/ technical concepts and advice Provides communication guidance to less	Prepares complex operational reports requiring in-depth factual analysis	impact at program or organisational level Develops and implements operational communication and consultation strategies on specific projects Applies negotiation persuasion and motivation skills to manage staff and stakeholders

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

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	routines and procedures Acquire and apply proficiency in standard office equipment and computer applications	and processes relevant and specific to the role				
Policy and Projects	**1.1D**	**2.1D**	**2.2D**	**3.1D**	**3.2D**	**4.1D**
	Provides administrative support to policy and projects, consistent with the support elements described in 1.1B	Drafts minutes and action plans for consideration by others Collects data, undertakes basic analysis and prepares simple reports	Undertakes research specified by others, including data analysis Administers routine projects under direction or coordinates project steps Contributes to operational service delivery policy development	Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others Conducts projects of defined scope under direction Obtains, summarises and reports on stakeholder views	Plans and conducts several narrowly scoped projects simultaneously Conducts aspects of more complex projects under direction Contributes to planning on large projects	Researches and develops recommendations in a specific field of expertise Develops and implements operational policy which impacts the immediate work area Contributes to strategic policy development within a specific field of expertise Manages projects, usually under limited direction

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
						Contributes expertise to a team working on complex projects Prepares project scopes and briefs within broad parameters Manages multi-disciplinary project teams
Administrative and Corporate Support	**1.1E**	**2.1E**	**2.2E**	**3.1E**	**3.2E**	**4.1E**
	Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	Provides office support through activities such as using and maintaining standard office equipment and software Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard processing	Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations Provides support to contract administration Demonstrates problem solving in processing work	May lead a corporate support team Manages team performance through activities such as monitoring and reporting Maintains corporate databases and completes analysis Monitors and administers straight forward, local contracts and service agreements	Prepares and analyses reports from corporate databases to support decision making in the broader work area Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements	Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and recommendations

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

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

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	function and level of qualification This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work	technical project planning		systems or equipment to a specification Leads a small scientific, technical or specialist team	depth factual analysis	scientific, technical or specialist advice based on field of expertise Undertakes technical data analysis and modelling and prepares reports

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
Decision Making	**5.1A**	**5.2A**	**6.1A**	**6.2A**
Rules, Guidelines, and Frameworks	Decisions often impact upon staff, peers and clients outside the immediate work area Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework Advice and analysis influences policy development Contributes to strategic business planning Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues Accountable for work organisation, the allocation of resources within and the outputs required of the work area	Decisions may set precedents for peers Develops business plans to deliver on evolving organisational priorities	Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities Participates in strategic planning and contributes to strategic decision making process Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans	Develops policies, programs and initiatives that impact on programs or major functional areas Required to interpret general policy framework to make decisions in the absence of definitive operational policies
Innovation and Originality	Innovative thinking and analysis influences developments within area of responsibility	Solutions and thinking may advance organisational innovation or occupational/professional knowledge	Identifies and responds to new and emerging strategic issues impacting on the operating environment	Contributes advanced expertise and knowledge to strategic planning and decision making processes

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
		Creatively develops options in a changing organisational environment		

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

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

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

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
				Manages major projects for the organisation Provides policy advice to government, senior levels of the organisation and key external stakeholders
Administrative and Corporate Support	**5.1D**	**5.2D**	**6.1D**	**6.2D**
	Manages a discrete function with limited budget or staff responsibilities Provides high level expertise dealing with more complex issues in a specialised corporate support function	Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function	Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation	Provides leadership and guidance based on advanced expertise Manages a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance Leads strategic corporate initiatives
Operational Service Delivery	**5.1E**	**5.2E**	**6.1E**	**6.2E**
	Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility	Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues	Manages a large scale organisational service or regional delivery function Develops service delivery models within business plans and objectives	Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
	Determines service delivery resource allocation Provides specialist professional services or advice	Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	Provides highly specialist services or expert advice on service delivery	Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects
Technical Specialist	**5.1F**	**5.2F**	**6.1F**	**6.2F**
	Specialist in an area of their profession and relied on for advice in this field Undertakes complex independent scientific, technical or specialist work and analysis Initiates research and analysis within an area of expertise consistent with organisational objectives	Provides leadership and guidance to other specialists in the field Contributes to the development of standards relating to the sector, program or profession	Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs Routinely advises senior levels of the organisation on policy issues and solutions within a functional area Develop technical or professional standards for the organisation	Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise
Knowledge and Proficiency	**5.1G**	**5.2G**	**6.1G**	**6.2G**
	Uses specialist knowledge within a confined field to challenge policies and professional concepts. Applies complex concepts to policy	Modifies and applies concepts to new situations that may impact beyond the immediate work area	Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or	Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
	development or research Provides leadership in the adaptation and application of concepts to operational matters within local work area Models high level leadership attributes	Provides leadership in the application of concepts to policy development	project initiatives Applies complex concepts drawn from non-related fields to address policy issues High level expertise in the field or discipline	or project initiatives High level expertise in the program area High level expertise in a field or discipline that is critical to the program or organisation

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	7.1A	**7.2A**	**7.3A**
	Leads highly specialised professional research, Provides professional leadership in a major program or field of research Manages a significant professional research institute or function with significant resource management responsibilities Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program Responsible for quality professional outcomes of work Understands the implications of the work and its impact on/contribution to Departmental or Government policy Provides professional leadership and development of staff in area of professional expertise Influences departmental policy direction and may develop or change policy as a result of specialised work or research. Responsible for the quality professional outcomes of major projects Departmental and Statewide reputation is associated with positions at this level	This value range is characterised by work consistent with that expressed in Value range 1 with broader scope, complexity and impact Provides authoritative advice and leadership in area of expertise Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals	Regarded as having the highest level of expertise within the Agency and is recognised nationally and internationally in narrower fields Expertise is of primary importance to the Department/Government Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects
Decision Making	**7.1B**		
Accountability and Frameworks	Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards Generates strategic directions and		

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	programs for the agency or the sector Develops strategic frameworks for research or industry development Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour Outcomes directly affect external perceptions of the Department by Government and the community Influences the national and international debate in the profession/ field of expertise		
Innovation and Originality	**7.1C**		
	Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects Identifies and responds to new and emerging issues in the field and their longer term implications for the State		
Communication	**7.1D**	**7.2D**	**7.3D**
	Interacts with executives/ professional staff within the organisation and with other experts in the field/profession Communicates at highest managerial levels and with Ministers Communicates externally across industry.	Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities Negotiates elements of million dollar	Initiates and negotiates joint research programs with universities and other agencies Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time

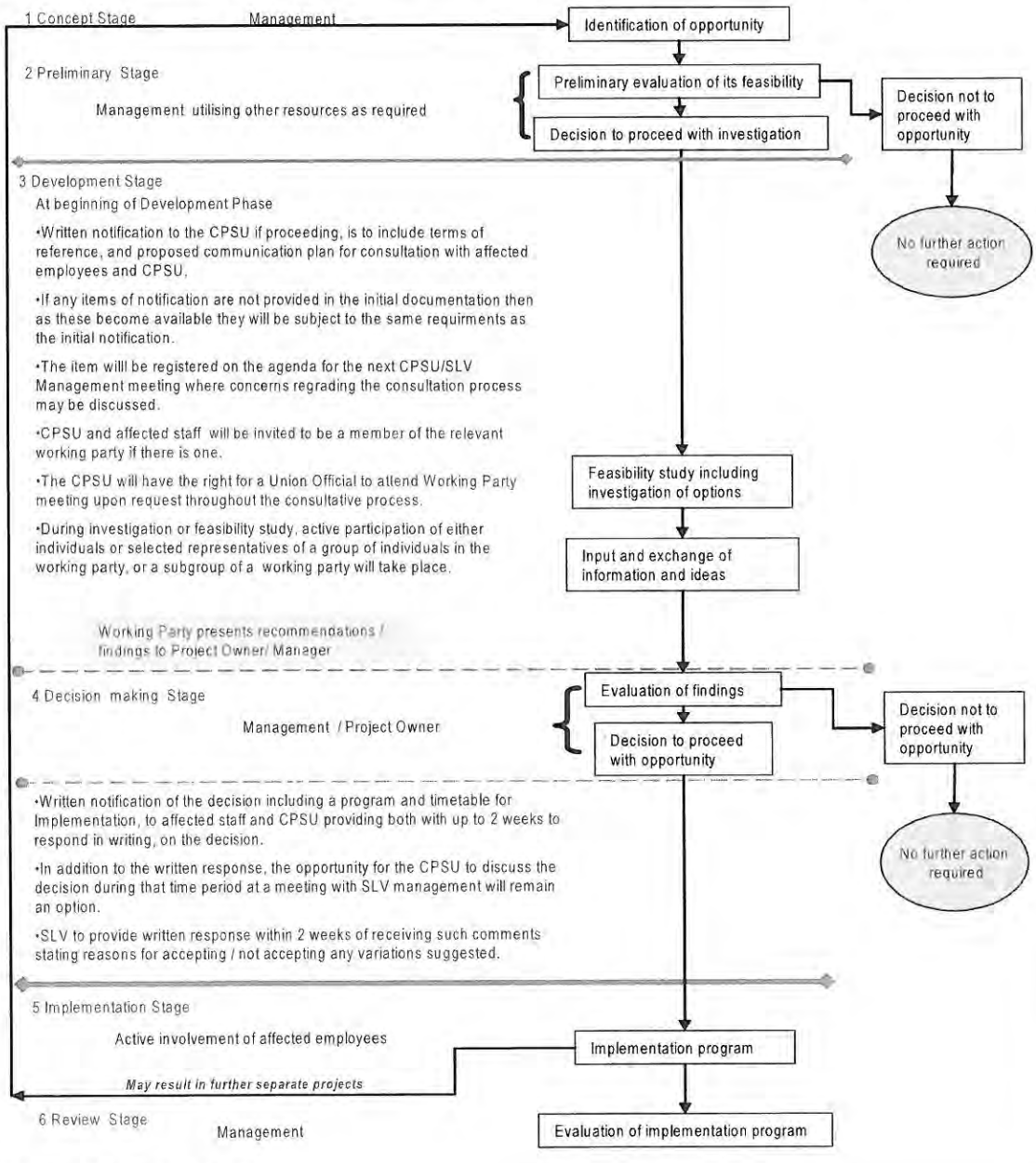
Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	Can be at national and international levels Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned Close interaction with other professionals in the field Direct contact with senior political, commercial, community or sector stakeholders Provides expert information and advice on professional field of interest/major project/s Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities	projects or the involvement or contribution of senior public or private sector leaders	
Knowledge and Proficiency	**7.1E**		
	Requires significant experience in the field/area of expertise Authoritative specialist/expert in the field Enhances the standing of the agency and its reputation for excellence Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management Demonstrates strategic management skills		

Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience		

Appendix Four – Significant Change Procedure

Introductory Statement Consistent with the terms of State Library 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



17 September 2009, 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 State Library 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 & 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:
written notification of the decision to proceed to the Development stage has been received by the CPSU and SLV 's CPSU Secretary,
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,
Working Party recommendations are finalised, and
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.