

State Library Victoria Enterprise Partnership Agreement 2020

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Introduction

This Agreement reflects an intention for cooperation between management, Employees, and the CPSU. It demonstrates the high value placed on Employees at the Library with fair and equitable employment conditions. It is based on a commitment to consistency, fairness, openness, trust, mutual support and respect, and where management and Employees operate with a common purpose and direction, which is in line with the Library's' values of Innovation, Collaboration, Engagement, Excellence and Respect.

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/life commitments.

The knowledge and experience of employees is important in reviewing service delivery, work practices, policies, and procedures, with the aim to achieve a high level of business improvement, providing a great customer experience and enhancing the effectiveness of the Library.

We will endeavour to deliver a high quality, reliable service in an equitable, courteous, and responsive manner and ensure continuous improvement and customer focus, making good use of the consultative committee.

This Agreement will assist the Library to achieve and deliver service excellence against key result areas identified by the Strategic Plan and the Annual Plans. To achieve this, the parties agree to commit to ongoing and continuous improvement.

This Agreement establishes a positive direction for the future and the basis for greater cooperation in achieving excellence as a Library for all in a changing world.

State Library Victoria Enterprise Partnership Agreement 2020

Section I – Core Terms and Conditions of Employment

Part 1 – Application and Operation of Agreement

1 Title

This Agreement will be known as the State Library Victoria Enterprise Partnership Agreement 2020.

2 Definitions and interpretation

In this document, unless the contrary intention appears:

Accredited Representative of the CPSU means an officer or employee of the CPSU or a workplace delegate accredited by an authorised officer of the CPSU.

Agreement means the State Library Victoria Enterprise Partnership Agreement 2020.

Child unless otherwise defined means:

- (a) someone who is child of the Employee within the meaning of the *Family Law Act 1975* (Cth); and
- (b) an adopted child or step-child of the person.

It doesn't matter whether the child is an adult.

CPSU or Union means the Community and Public Sector Union.

De Facto Partner means:

- (a) a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) includes a former De Facto Partner of the Employee.

Employee means a non-executive Employee of the Library Board of Victoria.

Fortnightly Salary means an Employee's annual Salary divided by 365.25 multiplied by 14.

FWC means the Fair Work Commission or its successor.

Fair Work Act 2009 (Cth) and **FW Act** means that Act, as may be amended from time to time and any successor to that Act.

Immediate Family means:

- (a) a Spouse, De Facto Partner, Child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a Child, parent, grandparent, grandchild or sibling of a spouse or De Facto Partner of the Employee.

Library means the Library Board of Victoria trading as State Library Victoria.

Long Term Casual Employee means a casual Employee who has been employed on a regular and systematic basis by the Library for a sequence of periods of employment during a period of at least 12 months.

NES means the National Employment Standards.

PAA means the *Public Administration Act 2004* (Vic) as may be amended from time to time, or any successor to that Act.

Party or Parties means the Library, the Employees and/or the CPSU.

Public Holiday means a day that is a public holiday pursuant to clause 52.

Rostered Worker means an Employee who works rostered hours pursuant to clause 41.

Salary means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of their duty; provided that Salary does not include any payment for overtime, shift allowances, travelling allowance, incidental expenses or any payment of a temporary character.

SPSF means State Public Services Federation.

3 Commencement date and Period of Operation

3.1 This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 20 March 2024.

3.2 Employees to whom this Agreement applies will receive:

- (a) Salary increases as provided for in clause 33 (Salary Increases), with the first increase payable with effect from 20 March 2020; and
- (b) increases to allowances, with the first increase payable with effect from 20 March 2020.

3.3 Salary and allowance increases payable for the period between 20 March 2020 and the commencement of the Agreement will be made as soon as reasonably practicable after the Agreement commences operation.

3.4 Alterations to conditions of employment provided for in this Agreement will apply with effect from the commencement date of this Agreement, unless otherwise stated.

3.5 Renegotiation Period

- (a) With the aim of avoiding protracted negotiations for a new agreement, the CPSU and the Library agree to a renegotiation period. The renegotiation period will be from 20 September 2023 until 20 February 2024. The aim of the renegotiation period is to permit a new agreement to be reached prior the nominal expiry date of this Agreement.
- (b) To meet this objective, the CPSU and the Library agree that:
 - (i) each will provide any proposals for change to the Agreement by 20 September 2023; and
 - (ii) they will meet regularly to progress negotiations in good faith. Small working groups may be established to examine particular areas of disagreement; and

- (iii) the person/s responsible for negotiating will bring with them the necessary authority to finalise an agreement; and
 - (iv) if agreement is not reached by 20 December 2023, the parties will discuss whether they should seek the assistance of a mutually agreed conciliator or the FWC. This does not prevent the parties seeking assistance, by agreement, on any individual issue which is creating an impasse; and
 - (v) should conciliation be sought, then the Parties to the conciliation may agree to an extension to the renegotiation period.
- (c) During this period the CPSU and the Library will not act in a manner that is designed to frustrate good faith bargaining.

4 Application of Agreement and Parties Covered

4.1 This Agreement applies to and covers:

- (a) the Library in respect of all non-executive Employees; and
- (b) all non-executive Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
- (c) the CPSU.

4.2 In accordance with Part 2-8 of the FW Act, where there is a transfer of business to a new employer, the new employer is bound by this Agreement as a transferable instrument to the extent that it relates to the whole or part of the business transfer.

4.3 Agreement Implementation

- (a) The Parties agree the SLV/CPSU Joint Consultative Agreement Monitoring Committee will during the life of the Agreement deal with issues arising from the implementation of the Agreement.
- (b) The Consultative Committee will comprise representatives nominated by the CPSU and the Library. The Parties may establish working groups to deal with particular matters.

5 No Further Claims

5.1 This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to the Agreement made under the FW Act for the period from the date of commencement of this Agreement until 20 March 2024.

5.2 The Employees, the Library and the CPSU agree that they will not for the period from the date of commencement of this Agreement until 20 September 2023 make claims to make an enterprise agreement under the FW Act, whether in relation to matters dealt with in this Agreement or otherwise.

6 Savings Provisions and Relationship with other Awards, Agreements and the NES

6.1 This Agreement operates to the exclusion of all previous awards and orders of the FWC and replaces all previous industrial instruments under the FW Act in respect of

the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.

- 6.2 No Employee will, on balance, have their overall pay and conditions reduced as a result of making this Agreement.
- 6.3 Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES and the NES provide a greater benefit, the NES will apply to the extent of the inconsistency.
- 6.4 A dispute or grievance that is being considered pursuant to clause 27 of the State Library Victoria Partnership Agreement 2016 at the time this Agreement commences operation may continue to be considered pursuant to clause 14 of this Agreement.

7 Anti-Discrimination and Workplace Diversity

- 7.1 The Parties covered by this Agreement respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, gender, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, social origin, or any other attributes protected by anti-discrimination legislation.
- 7.2 The Library recognises the importance of workplace diversity and inclusion. The Library will strive to create a diverse workforce and an environment that recognises, values, utilises and reflects the diverse society in which we live. In this context, diversity includes cultural diversity, Aboriginal and Torres Strait Islander identity, sexuality, age, gender identity, ability, neurodiversity and carer responsibilities.
- 7.3 Accordingly, in fulfilling their obligations under the procedures in clause 14 (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.
- 7.4 Nothing in this clause is to be taken to affect:
 - (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
 - (b) an Employee, the Library or the CPSU pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - (c) the exceptions in section 351(2) and 772(2) of the FW Act or the operation of sections 772(3) and 772(4) of the FW Act.
- 7.5 The Library will act in accordance with its obligations under:
 - (a) the *Equal Opportunity Act 2010* (Vic); and
 - (b) the Victorian Charter of Human Rights and Responsibilities; and
 - (c) the *Gender Equality Act 2020* (Vic).

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

Part 2 – Flexible Work

8 Flexible Work

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

Clause	Title	Summary of entitlement (see clause for full entitlement and any conditions)
9	Individual Flexibility Arrangement (IFA)	An IFA may vary the effect of clause 40 (Ordinary Hours of Work).
10	Right to Request Flexible Working Arrangements	Under s65 of the FW Act Employees in circumstances as defined in the legislation may request flexible working arrangements.
22.4	Part-Time Employment	Part time employment may be worked by agreement between the Employee and the Library.
25	Working from Home	An individual Employee and the Library may agree for the Employee to work from home on a case by case basis.
40	Hours of Work	The Library recognises the need for hours of work to be flexible to take into account operational requirements and the Employee's personal and/or family circumstances..
42	Flexi-time	By agreement and subject to operational and roster requirements, Employees will have the opportunity to arrange their work hours flexibly.
49	Purchased Leave	An Employee and the Library may agree for the Employee to work less than 52 weeks per year to increase the amount of leave available.
54	Family Violence Leave	An Employee experiencing family violence has an entitlement to additional leave and may request flexible work arrangements.

Clause	Title	Summary of entitlement (see clause for full entitlement and any conditions)
57	Parental Leave	An Employee returning to work after parental leave has a right to request a reduced time fraction until their Child reaches school age, or alternatively may request an extension of unpaid parental leave.

9 Individual Flexibility Arrangements

- 9.1** 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.
- 9.2** An individual flexibility arrangement may vary the effect of clause 40 (Ordinary Hours of Work).
- 9.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.4** The Library must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.5** 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.
- 9.6** The Library must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 9.7** 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; and
 - (b) how the individual flexibility arrangement will vary or affect the terms of this Agreement; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement; and
 - (d) the day on which the individual flexibility arrangement commences; and
 - (e) provides for the individual flexibility arrangement to be terminated:

- (i) 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
- (ii) at any time by written agreement between the Employee and the Library.

10 Flexible Working Arrangements – Specific Circumstances

10.1 Section 65 of the FW Act provides that an Employee may request a change in their working arrangements in any 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; or
- (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*); or
- (c) the Employee has a disability; or
- (d) the Employee is 55 or older; or
- (e) the Employee is experiencing violence from a member of the Employee's family; or
- (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 location of work.

10.2 To avoid doubt, and without limiting clause 10.1, an Employee may request to work part-time to assist the Employee to care for the Child if the Employee:

- (a) is a parent, or has responsibility for the care, of a Child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the Child.

10.3 A casual Employee is not entitled to make a request under this clause unless the Employee:

- (i) is a Long Term Casual Employee of the Library immediately before making the request; and
- (ii) has a reasonable expectation of continuing employment by the Library on a regular and systematic basis.

10.4 A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

10.5 Before responding to a request, the Library must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regards to:

- (a) the needs of the Employee arising from their circumstances; and

- (b) the consequences for the Employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 10.6** On receipt of a request by an Employee under this clause, the Library must give the Employee a written response within 21 days, stating whether the Library grants or refuses the request.
- 10.7** The Library may only refuse the request on reasonable business grounds.
- 10.8** Without limiting what are reasonable business grounds for the purposes of clause 10.7, reasonable business grounds include any of the following:
 - (a) that the new working arrangements requested by the Employee would be too costly for the Library; or
 - (b) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
 - (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
 - (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
 - (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.
- 10.9** If the Library refuses the request, the written response under clause 10.6 must include:
 - (a) details of the reasons for the refusal, including the business grounds or ground for the refusal and how the ground or grounds apply, and
 - (b) whether or not there are any changes in working arrangements that the Library can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (c) if the Library can offer the Employee such changes in working arrangements, set out those changes in working arrangements.
- 10.10** If the Library and Employee reached an agreement under clause 10.6 on a change in working arrangements that differs from that initially requested by the Employee, the Library must provide the Employee with a written response to their request setting out the agreed change or changes in working arrangements.

Part 3 – Communication, Consultation and Dispute Resolution

11 SLV & CPSU Consultative Committee

11.1 Purpose

The parties 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

While recognising that the Board & Executive have the ultimate responsibility to make decisions relating to the strategic direction of the Library, it is acknowledged 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.

11.2 Terms of Reference for SLV & CPSU Consultative Committee

- (a) The SLV & CPSU Consultative Committee is a formal process for the Library, Employees and the CPSU to meet and discuss:
 - (i) in the circumstances set out in clause 11.3(a)(i) to (iii), the introduction of major change to production, programs, operations, structure or technology, or to outsource all or part of existing work units, or redevelop the Library, that is likely to have a significant effect on Employees;
 - (ii) the following types of operational matters:
 - (A) Service Delivery

Proposing ideas to enhance service delivery and address service challenges;
 - (B) Work Environment

Matters pertaining to the employee/employer relationship (subject to clause 11.2(b) below). Proactively identifying and addressing any risks and hazards to occupational health, safety and wellbeing of all Employees;
 - (C) Rostering

Review of rostering practice, systems and processes.
 - (D) Casual & Fixed Term Employment

Review of the use of casual and fixed term employment.
- (b) Decisions directed to an individual Employee for reasons related to discipline, performance or matters of a personal nature are not within the terms of reference for the Consultative Committee.

11.3 The Consultative Committee and major change

- (a) Items regarding the introduction of major change to production, program, operation, structure or technology that is likely to have significant effects on Employees will be included on the Consultative Committee agenda when:
 - (i) written notification of the decision to proceed to the Development stage has been provided to the CPSU;
 - (ii) any working party recommendations are finalised; or

- (iii) written notification of a decision to implement the change has been provided to the CPSU.
- (b) In each of the instances referred to in clause 11.3(a) above, the maximum period of time during which the Consultative Committee will consider and discuss the proposed change or decision will be one month.
- (c) The following information will be provided to the Consultative Committee, to the extent that it is relevant to the proposal, after notification of the decision to proceed to the Development stage has been provided to the CPSU:
 - (i) the nature and scope of the change, including areas likely to be affected and objectives;
 - (ii) the project owner for this phase of the project;
 - (iii) the composition of the working party where one is established;
 - (iv) information relating to any selection process for the working party (is it random, based on specialization or direct involvement);
 - (v) the communication plan, including consultation program where appropriate;
 - (vi) the expected duration of this phase – this would be an approximation only; and
 - (vii) the terms of reference for the working party.

11.4 Length of Consultative Committee meetings

- (a) The duration of Consultative Committee meetings will be between 30 minutes and one hour.
- (b) Where the Consultative Committee is meeting to discuss a proposal to introduce major change, meetings may be extended to no longer than 1 ½ hours maximum, to be reviewed after 3 meetings.

11.5 Minutes and reporting

- (a) Minutes of each Consultative Committee meeting will be kept by the Library's People Team, and distributed within two weeks after the meeting.
- (b) Minutes will be posted on the Library Intranet, accessible for all Employees.

11.6 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.

12 Implementation of Change

- 12.1** Where the Library has made a definite decision to introduce a major change to production, programs, structure or technology, or to outsource all or part of existing work units, or redevelop the Library, that is likely to have a significant effect on Employees, the Library will provide written notification to the relevant Employees and the CPSU, as soon as practicable after the decision has been made, of:

- (a) the decision to introduce the change, including a program and timetable for implementation; and
- (b) the likely effects of the change on the Employees' working conditions and responsibilities; and
- (c) measures the Library is taking to avert or mitigate any adverse effect of the change on the Employees; and
- (d) the rationale and intended benefits of the change, including improvements to productivity, if applicable.

12.2 For the purpose of this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs; or
- (h) significant change to existing work practices of employees.

12.3 Relevant Employees means the Employees who may be affected by a change referred to in clause 12.1.

12.4 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. If this occurs, and the Employee or Employees advise the Library of the identity of the representative, the Library will recognise the representative.

12.5 After written notification is provided under clause 12.1, the Relevant Employees, their representatives (if any) and the CPSU will be provided a two-week period to provide any written feedback on the decision.

12.6 The Library will provide a written response to any alternative proposal received under clause 12.5 within two weeks of receiving such alternative proposal. That response will include reasons for accepting or not accepting any proposed variations to the change.

12.7 The Library will:

- (a) give prompt consideration to matters raised by the Employees, their representatives (if any) or the CPSU; and
- (b) if appropriate, provide training for the Employees to assist them to integrate successfully into the new structure.

12.8 Any dispute concerning the Parties' obligations under this clause will be dealt with in accordance with clause 14 (Resolution of Disputes).

- 12.9** A flow chart setting out the process, under clauses 11 and 12, for consultation on major change to production, program, operation, structure or technology that is likely to have a significant effect on Employees is set out in Schedule F.

13 Consultation on Changes to Rosters or Hours of Work

- 13.1** This clause applies if the Library proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 13.2** The Library must notify the Relevant Employees of the proposed change. Relevant Employees means the Employees who may be affected by a change referred to in clause 13.1.
- 13.3** The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 13.4** The Library must recognise the representative appointed by a Relevant Employee(s) if:
- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative, which may include CPSU, for the purposes of consultation; and
 - (b) the Employee or Employees advise the Library of the identity of the representative.
- 13.5** As soon as practicable after proposing to introduce the change, the Library must:
- (a) discuss with the Relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Library reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Library reasonably believes are likely to affect the Employees; and
 - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.6** However, the Library is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 13.7** The Library must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 13.8** The Library must display a roster for Rostered Workers in a convenient area fourteen days prior to the effective date.
- 13.9** The Library may change the Rostered Work roster without written notice, if the Library is of the reasonable opinion that an emergency exists.
- 13.10** A Rostered Worker may request the Library approve a change to rostered times by giving the Library 48 hours' written notice of the proposed change.

14 Resolution of Disputes

- 14.1** For the purposes of this clause 14, a dispute includes a grievance.
- 14.2** 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. To avoid doubt, a dispute about termination of employment cannot be dealt with under this clause.
- 14.3** 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.
- 14.4** The CPSU may raise a dispute and be a party to a dispute in its own right or in a representative capacity for an Employee or group of Employees.
- 14.5** A person covered by this Agreement may choose to be represented at any stage by a representative, including a CPSU representative or employer's organisation.
- 14.6 Obligations**
- (a) 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.
 - (b) While 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 their 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.
 - (c) 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.
- 14.7 Agreement and Dispute Settlement Facilitation**
- (a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) if the chosen Employee representative is another Employee of the Library, they must be released by the Library from normal duties for such periods of time as may be reasonably necessary to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
 - (i) investigating the circumstances of a dispute or an alleged breach of this Agreement; or
 - (ii) endeavouring to resolve a dispute arising out of the operation of this Agreement; or
 - (iii) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
 - (b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Library.

14.8 Discussion of Dispute

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

14.9 Internal Process

- (a) 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:
 - (i) is consistent with the rules of natural justice; and
 - (ii) provides for mediation or conciliation of the dispute; and
 - (iii) provides that the Library will take into consideration any views on who should conduct the review; and
 - (iv) is conducted with as little formality as a proper consideration of the dispute allows.
- (b) 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.
- (c) If the matter is not settled either party to the dispute may apply to the FWC to have the dispute dealt with by conciliation.

14.10 Disputes of a Collective Character

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

14.11 Conciliation

- (a) Where a dispute is referred for conciliation, a member of the FWC will do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.
- (b) This may include arranging:
 - (i) conferences of the parties to the dispute presided over by the member; and
 - (ii) for the parties to the dispute to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the FWC will be regarded as completed when:

- (i) the parties to the dispute have reached agreement on the settlement of the dispute; or
- (ii) the member of the 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
- (iii) 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.

14.12 Arbitration

- (a) 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.
- (b) If a member of the FWC has exercised conciliation powers in relation to the dispute, the member must 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.
- (c) Subject to clause 14.12(d) the determination of the FWC is binding on the persons covered by this Agreement.
- (d) A determination of a single member of the FWC made pursuant to this clause may, with the permission of a Full Bench of the FWC, be appealed.

14.13 General Powers and Procedures of the FWC

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.

15 Workload

- 15.1** The Library acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.
- 15.2** 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.
- 15.3** An Employee or group of Employees may request a review of their workload if they believe the workload is unreasonable or that there is an unreasonable allocation of work. The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.

- 15.4** On receipt of a request by an Employee or group of Employees under this clause, the Library must give the Employee a written response within 21 days, stating whether the Library agrees to or refuses the request.
- 15.5** If the Library refuses the request for a review, the written response under clause 15.4 must include details of the reasons for the refusal.
- 15.6** If the Library agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.
- 15.7** Following the completion of the review, the Employee or group of Employees and the Library will agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.
- 15.8** 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.

Part 4 – Employment Relationship and Related Arrangements

16 Grandfathering Arrangements

- 16.1** The Library Officers listed (by Employee number) in Schedule A (Grandfathered Employees – Library Officers) will continue to perform duties as described in sub-clause 16.2, subject to sub-clauses 16.3 and 16.4 below.
- 16.2** The Grandfathered Library officer role can provide the Library with flexibility in rostering these Grandfathered Library Officers to back and front of house tasks. These Grandfathered Library Officers have the opportunity to develop a broad range of task-based competencies through training. These Grandfathered Library Officers 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.
- 16.3** Changes to staff roles and practices for Grandfathered Library Officers are subject to the following principles:
 - (a) At all times the Library will ensure that Employees are supported and/or trained to undertake any roles or duties required; and
 - (b) 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.
- 16.4** Where a Grandfathered Employee listed in Schedule A accepts a Library Officer role where the duties of the role are predominantly or exclusively Visitor Services, or another role with the Library, the Employee will no longer be a Grandfathered Employee and will no longer be entitled to the benefits of Grandfathering under this clause.

17 Service Quality and Professionalism

- 17.1** The Library is committed to service 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) A commitment to provide 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.
- (b) Opportunities to undertake a genuine variety of work tasks which may extend across the organisation support a high level of Employee engagement and commitment, increased productivity/efficiency, and supports the development of a more agile workforce with Employees who can proactively solve problems, ensuring the right outcome for Library users.
- (c) Employees with a broad range of skills and a holistic understanding of library operations and services provision, supported by opportunities for practical training and experience (including hands-on experience), position the Library to best meet changing user expectations.
- (d) A commitment to the provision of quality library and reference services 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 could 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.
- (e) 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.

17.2 For Librarian and Library Technicians, the following principles are acknowledged:

- (a) Librarians and Library Technicians have genuine opportunities and support to provide direct customer service to library users, to enhance employee understanding of the needs of the public and the customer experience.
- (b) Librarians require a comprehensive understanding of contemporary and historic library and information management practice, including developments in reference and information services, collection development principles, metadata standards and information technology.
- (c) Librarians & Library Technicians delivering reference services require a sound understanding of the Library's collections. Knowledge of how collections can be discovered, accessed and utilised, ensures Library users get accurate advice and enhances the Library's reputation as a world-class research library.
- (d) Librarians & Library Technicians delivering reference services need to develop and maintain a broad knowledge of the Library's collections, including having the opportunity to develop subject or functional expertise of specialist collections.

18 Professional Development

- 18.1** The Parties to this Agreement acknowledge the importance of professional development for all Employees. Benefits to the Library in terms of increased capabilities, efficiency and productivity results through active learning and

professional development and the Library is committed to the provision of continued training and professional development opportunities for all Employees.

18.2 A variety of skills is essential in providing a professional, responsive, and efficient service which connects our visitors to resources across the Library's historic and contemporary collections. This includes the opportunity for Employees to:

- (a) work collaboratively with colleagues and contribute to continuous improvement activities and the development of policies and processes to ensure services meet best practice and Library requirements; and
- (b) stay in touch with the needs and expectations of the Victorian community, in order to continuously improve the Library's services.

Rostered Employees will have the same opportunities for training and career development as the rest of the organisation. 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. The career structure reflects the high regard the Library places on career enhancement through the continuous acquisition of new knowledge and skills.

19 Agility Principles

19.1 The Parties agree to interpret and apply this Agreement consistently with the following principles aimed at promoting workforce agility:

- (a) The work required of the Library is not static but always evolving, the pace and scale of technological advancement, changing community service delivery expectations and the need to respond to evolving advancements in the Library field;
- (b) Embracing these evolving priorities is essential to providing flexible and agile employment at the Library and ensuring that the Library's Employees and teams can responsively move to support these evolving priorities.
- (c) Implementation of the arrangements in clause 16.

19.2 The Parties agree that the principles set out above will be in effect for the life of the Agreement, through a range of evolving workplace practices, modes of work and service delivery. These may include, for example, but are not limited to a model where:

- (a) Employees may be moved temporarily to projects, teams or programs across the Library based on their core skills and capabilities; and for the purpose of building new skills and capabilities
- (b) Employees, in line with their core skills and capabilities, may be temporarily assigned alternate/different work when required;
- (c) Managers and departments may be temporarily adjusted to align with business requirements;
- (d) Employees may participate in interdisciplinary project teams or joint ventures, which may change in size and composition over time, with shared resources and/or reporting lines outside traditional hierarchical structures;

- (e) Audience-focused delivery of services with shared or complimentary outcomes presently provided by distinct operational areas is enabled;
- (f) Enhanced promotion of, and opportunities for, secondments within the Library occur in order to enhance skills and expertise; and
- (g) The Parties regularly review the ways the agility principles can be given effect, including in circumstances of any change in government priorities.

19.3 The Parties agree that workforce agility measures are not intended to disadvantage Employees in their employment. In particular:

- (a) Clause 15 Workload applies in respect of workforce agility measures; and
- (b) The Library will explain the changes, including the business need for the change, to relevant Employees, and their representatives if appointed; and
- (c) Employees will have the opportunity to discuss the changes with their manager; and
- (d) At any time the Employee can ask for the assignment to be reviewed; and
- (e) An affected Employee and/or team may raise a dispute in accordance with Clause 14 – Resolution of Disputes.

19.4 Employees may refuse requests to be temporarily placed into another position, or at another location, on grounds such as but not limited to: caring responsibilities, OHS risks, or where travel to another location is not practical.

19.5 The parties agree that clause 11– Implementation of Change or clause 13 – Consultation on Changes to Rosters or Hours of Work will apply when:

- (a) a change will result in a redundancy or redundancies; and/or
- (b) a change results in the elimination or diminution of job opportunities or salary prospect; and/or
- (c) a change will alter the ordinary hours of work.

20 Agility Payment

20.1 Employees will:

- (a) in recognition of the Parties' commitment to the agility principles outlined in clause 19(Agility Principles) of the Agreement; and
- (b) in recognition of the fact that the work required of a modern library is not static but always evolving; and
- (c) to acknowledge Employees are committed to ensuring they participate to support evolving priorities,

be paid a lump sum agility payment on the dates and of the amount set out in the table in clause 20.3 below (pro rata for part-time and casual Employees) (**Agility Payment**). The amount of each Agility Payment will be based on the grade and value range of work being performed by the Employee as at the date the payment is made.

20.2 Each Agility Payment will:

- (a) for part-time Employees, be calculated pro rata based on the part-time Employee's ordinary hours of work as at the date the relevant Agility Payment is made; and
- (b) for casual Employees, be calculated pro rata based on the number of ordinary hours worked by the casual Employee in the 12 month period immediately preceding the date on which the relevant Agility Payment is made, as a proportion of full-time hours (1,976 hours per year).

20.3 The amount of each Agility Payment for full-time Employees, and the date on which each Agility Payment is to be made, is as follows:

Grade	Value Range	Payment to be made in first full pay period on or after this Agreement commences operation	Payment to be made in first full pay period on or after 1 July 2022	Payment to be made in first full pay period on or after 1 March 2023	Payment to be made in first full pay period on or after 1 December 2023
VPS 1	1.1	\$642	\$655	\$688	\$682
VPS 2	2.1	\$757	\$772	\$788	\$803
	2.2	\$851	\$868	\$886	\$903
VPS 3	3.1	\$963	\$982	\$1,002	\$1,022
	3.2	\$1,056	\$1,077	\$1,099	\$1,121
VPS 4	4.1	\$1,222	\$1,246	\$1,271	\$1,297
VPS 5	5.1	\$1,373	\$1,400	\$1,428	\$1,457
	5.2	\$1,503	\$1,533	\$1,564	\$1,595
VPS 6	6.1	\$1,781	\$1,817	\$1,854	\$1,891
	6.2	\$2,039	\$2,080	\$2,122	\$2,165
VPS 7	7.1	\$2,318	\$2,365	\$2,412	\$2,461
	7.2	\$2,566	\$2,618	\$2,671	\$2,724
	7.3	\$2,815	\$2,871	\$2,929	\$2,988

21 Secure Employment

21.1 The Library acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.

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

21.3 Use of Fixed Term Employment

- (a) The Library will not use fixed term contract positions for the purpose of undermining the job security or conditions of full-time ongoing Employees.
- (b) In accordance with the principle set out in clause 21.3(a), the use of fixed term employment in all areas covered by this Agreement is limited to:
 - (i) replacement of Employees proceeding on approved leave; or
 - (ii) meeting fluctuating client and employment needs and unexpected increased workloads; or
 - (iii) undertaking a specified task which is funded for a specified period; or
 - (iv) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment; or
 - (v) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
 - (vi) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve months.
- (c) In other than exceptional or unforeseen circumstances, fixed term appointments to a specific position will be for a maximum of three years, subject to clause 57 (Parental Leave).
- (d) Where an Employee is posted overseas the limitations on the use of fixed term employment outlined in this clause do not apply.

21.4 If the CPSU or affected Employees identify fixed term employment that is considered not to meet the criteria established in clause 21.3, the CPSU or affected Employees will refer the matter to the Library. If the Parties cannot resolve the matter, it will be dealt with under clause 14 (Resolution of Disputes).

22 Employment Categories and Entitlements

22.1 Basis of Employment

Employees may be employed on:

- (a) an ongoing basis; or
- (b) a fixed term basis; or
- (c) a casual basis.

22.2 Job Information

- (a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for their position.

- (b) A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with clause 21.3.
- (c) The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.
- (d) The Library will provide the Employee with a copy of this Agreement and information regarding the role of the CPSU and/or CPSU delegates under the terms of this Agreement.
- (e) The Library will ensure that an induction process is developed and maintained for the purpose of educating new Employees about Agency structures and policies within the framework of employment in the VPS. The Library will ensure that the CPSU is provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.
- (f) All Employees should, as far as is reasonable practicable, be provided access to all modes of organisational information dissemination (including, but not limited to Employee meetings, email, Intranet, MS Teams, Sharepoint, remote/online working applications such as Zoom and Webex). Upon request by an Employee who is unable to directly access organisational information through these channels, due to either rostering allocations and/or access to infrastructure like work PCs, alternative access to information relevant to the Employee will be provided.

22.3 Probationary Period – New Employee

- (a) New Employees, other than casual Employees, commence employment on a probationary basis for a period of six months (**the Probationary Period**).
- (b) **Performance during probation**

If the Library identifies conduct or performance issues during the probationary period, the Library will counsel the Employee during the Probationary Period in relation to their conduct or performance and provide a written record of such counselling to the Employee.
- (c) **Confirmation of employment**

Unless the employment is terminated earlier in accordance with clause 22.3(d), at the completion of the Probationary Period the Employee's employment is confirmed.
- (d) **Termination of Employment**
 - (i) A probationary Employee may resign at any time by giving a minimum of two weeks written notice to the Library, or a shorter period that is agreed with the Library.
 - (ii) In the event that the Employee's conduct or performance during the Probationary Period is unsatisfactory, the Library may terminate the probationary Employee's employment by giving two weeks' notice or two weeks' pay in lieu of notice.

- (iii) Any notice period must be given no later than two weeks' prior to the end of the Probationary Period. Alternatively, the Employee's employment may be terminated by giving two weeks' pay in lieu of notice prior to the end of the Probationary Period.
- (iv) A probationary Employee's employment may be terminated without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the *Fair Work Regulations 2009*).
- (v) An Employee's absence from work for any period during the Probationary Period does not inhibit the Library from terminating the Employee's employment under this subclause.

22.4 Part-time Employment

- (a) Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.
- (b) Part-time employment is for not less than three consecutive hours in any day worked except:
 - (i) if the Employee works from home by agreement with the Library; or
 - (ii) with the agreement of the Employee.
- (c) Part-time employment may be worked only by agreement between the Employee and the Library, where that agreement includes a roster specifying:
 - (i) the days in each fortnight the Employee will work; and
 - (ii) the start and finish times on the days which the Employee will work; and
 - (iii) the number of hours the Employee will work on each day they work; and
 - (iv) agreed processes for the variation of hours of work.
- (d) Rostered hours agreed under clause 22.4(c) will be considered the Employee's ordinary hours.

23 Termination of Employment

23.1 Notice of Termination by the Library

- (a) 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:
 - (i) Where the period of continuous employment with the Library is not more than 3 years - at least 2 weeks.
 - (ii) Where the period of continuous employment with the Library is more than 3 years - at least 4 weeks.

Except that:

- (iii) 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
- (iv) 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.
- (b) 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.
- (c) In calculating any payment in lieu of notice, the full rate of pay (as defined in the FW Act) an Employee would have received for the time they would have worked during the period of notice had their employment not been terminated will be used.
- (d) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

23.2 Employee Resignation

The notice of termination required to be given by an Employee is the same as that required of the Library, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

23.3 Abandonment of Employment

- (a) Abandonment of employment is the unapproved absence of an Employee without reasonable grounds as described in clause 23.3(b).
- (b) The Library is entitled to regard the employment of an Employee as abandoned if:
 - (i) the Employee has been absent for more than 20 working days without the approval of the Library; and
 - (ii) the Employee has not provided the Library with a reasonable explanation for their absence; and
 - (iii) the Library, after having made reasonable inquiries, could not reasonably be aware of any reasonable grounds for the absence.
- (c) Abandonment of employment constitutes grounds for termination by the Library if the employment has not otherwise ended.
- (d) If the Library terminates an Employee's employment due to abandonment of employment, the Library will provide notice of termination or pay in lieu of notice in accordance with clause 23.1.

23.4 Statement of Employment

- (a) 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 their employment and the classification of or the type of work performed by the Employee.

- (b) 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.

23.5 Rights Not Limited

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

24 Costs of Employment Related Legal Proceedings

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

25 Working From Home

- 25.1** Working from home arrangements may be agreed between the Library and an individual Employee on a case by case basis.
- 25.2** During the life of the Agreement, the Parties agree to review working from home arrangements taking into account the experience gained during the Coronavirus (COVID-19) pandemic.

26 Redeployment

Redeployment Principles are set out in Schedule B.

27 Management of Unsatisfactory Work Performance

- 27.1** The purpose of this clause is to:

- (a) support Employees with unsatisfactory work performance to improve their performance to the required standard; and
- (b) ensure that unsatisfactory work performance is addressed expeditiously; and
- (c) reflect the 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.

27.2 Application

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

27.3 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 28 (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 28 (Management of Misconduct).

27.4 Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to behave in the ways described in the Code of Conduct for Victorian Public Sector Employees as issued under section 61 of the PAA or perform to the required standards or expectations of their role.

27.5 Procedural fairness to apply

- (a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- (b) All parties involved in the process will commit to completing it as quickly as practicable.
- (c) Before commencing formal unsatisfactory work performance processes, the Library must:
 - (i) tell the Employee the purpose of the meeting; and
 - (ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in clause 27.9; and
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the CPSU or a representative of their choice before the unsatisfactory work performance process commences; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.

- (d) The Library must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause 27.

27.6 Employee Representation

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

27.7 Prior to commencing the process

Prior to commencing the formal unsatisfactory work performance process, 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. If the Library and Employee agree that the Employee is not capable of meeting the required level of performance the Library may reassign the Employee to a suitable alternative position where reasonably practicable. The suitable alternative position may be at a lower grade should both the Library and Employee agree.

27.8 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; or
- (b) changes to the Employee's performance plan; or
- (c) mentoring; or
- (d) training and professional development; or
- (e) increased feedback; or
- (f) coaching; or
- (g) performance improvement plan.

27.9 First stage – formal counselling

- (a) The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Library must:
 - (i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

- (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (b) The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- (c) A record of the formal counselling session will be placed on the Employee's personnel file.
- (d) The formal counselling record must indicate:
 - (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (e) If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 27.9(a)(iv) the Library will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) 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.

27.10 Second stage – formal written warning

- (a) The Employee will be given a formal written warning by the Library, if:
 - (i) the Employee's performance has not improved within the reasonable period following formal counselling in accordance with clause 27.9(a)(iv); and/or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Library must:
 - (i) advise the Employee of the unsatisfactory work performance; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (c) The formal written warning must indicate:

- (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (d) The written warning will be placed on the Employee's personnel file.
- (e) If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 27.10(b)(iv), the Library will notify the Employee that:
- (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) 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.
- (f) A copy of this notification will be placed on the Employee's personnel file.

27.11 Third stage – final warning

- (a) The Employee will be given a final written warning by the Library if:
- (i) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with clause 27.10(b)(iv); or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Library must:
- (i) advise the Employee of the unsatisfactory work performance; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (c) The final written warning must indicate:
- (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

- (d) The final written warning will be placed on the Employee's personnel file.
- (e) If the Library determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 27.11(b)(iv), the Library will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) 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.
- (f) A copy of this notification will be placed on the Employee's personnel file.

27.12 Determination of unsatisfactory work performance outcome

- (a) In the event that the Employee's performance has not improved within the reasonable time period following the process set out in clauses 27.9 and 27.10 and on receipt by the Employee of the final written warning in accordance with clause 27.11, 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.
- (b) After considering the Employee's performance and response (including any failure to respond in accordance with clause 27.12(a), the Library will determine the unsatisfactory work performance outcome that is to apply to the Employee.
- (c) The possible outcomes are:
 - (i) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range; or
 - (ii) termination of the Employee's employment.
- (d) 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.

27.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause 14 (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 27.5 has been complied with in the Library coming to a decision):

- (a) a record of formal counselling; or
- (b) a formal written warning; or
- (c) a final written warning; or
- (d) a notification given to the Employee pursuant to clauses 27.9(e), 27.10(e) or 27.11(e); or
- (e) a record of unsatisfactory work performance outcome.

28 Management of Misconduct

28.1 The purpose of this clause is to:

- (a) establish procedures for managing misconduct or alleged misconduct of an Employee; and
- (b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace; and
- (c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- (d) manage the Employee's performance in accordance with this clause 28 instead of clause 27 (Management of Unsatisfactory Work Performance) where the Library determines that it would be more appropriate.

28.2 Application

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

28.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

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

28.4 Referred matters under clause 27

Any matters that have arisen under the management of unsatisfactory work performance process in clause 27 may be considered in the misconduct process pursuant to this clause 28.

28.5 Employee representation

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

28.6 Procedural fairness to apply

- (a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- (b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- (c) The Library will:
 - (i) advise the Employee of the purpose of any meetings; and
 - (ii) provide the Employee with a copy of the formal process to be followed; and
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the CPSU or a representative of their choice at any stage of the misconduct process; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) 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.

28.7 Directions

- (a) Where Employee misconduct is alleged, the Library may do any of the following:
 - (i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with clause 28.10; and/or
 - (ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with clause 28.10; and/or
 - (iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
 - (iv) direct the Employee not to speak to other Employees of the Library about the matter or not to visit certain places of work; and/or
 - (v) suspend the Employee with pay.
- (b) In the event that the Library suspends the Employee with pay under clause 28.7(a)(v), the Library will:
 - (i) review this decision no later than a date which is four weeks after the commencement of the suspension; and
 - (ii) confirm whether the suspension is to continue or is no longer necessary.
- (c) 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 28.

28.8 Advising the Employee

- (a) As soon as practicable after an allegation of misconduct has been made and the Library has determined in accordance with clause 28.7(a)(i) or clause 28.7(a)(ii) that an investigation is required, the Library will advise the Employee of the alleged misconduct in writing.
- (b) The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

28.9 Admissions by Employee

- (a) The Employee may at any stage elect to admit the alleged misconduct.
- (b) If the Employee admits the alleged misconduct, the Library may:
 - (i) determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or
 - (ii) proceed immediately to the determination of the misconduct clause 28.12 by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with clause 28.11.

28.10 Investigation of alleged misconduct

- (a) Where an investigation is required, 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.
- (b) The Library will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- (c) The investigation may include:
 - (i) collecting any relevant materials; and
 - (ii) speaking with the Employee; and
 - (iii) speaking with any relevant witnesses; and
 - (iv) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct; and
 - (v) seeking an explanation from the Employee; and
 - (vi) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.
- (d) In relation to each allegation of misconduct, the investigator will make findings as to whether:
 - (i) the allegation is substantiated; or
 - (ii) the allegation is not substantiated.

- (e) Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the Library, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- (f) Where the investigator makes a finding that the allegation is substantiated, the Library will consider this information and propose a discipline outcome.

28.11 Opportunity for response by Employee

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

28.12 Determination of discipline outcome

- (a) The Library will consider:
 - (i) the findings of the investigator; and
 - (ii) any recommendations as to the appropriate disciplinary outcome; and
 - (iii) any response of the Employee (including any admission of misconduct under clause 28.9); and
 - (iv) 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.
- (b) The possible discipline outcomes are:
 - (i) no action; or
 - (ii) performance management; or
 - (iii) formal counselling; or
 - (iv) formal warning; or
 - (v) final warning; or
 - (vi) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:
 - Where no suitable positions are available within the Employee's existing work area, the disciplinary outcome may also include a transfer of the Employee with or without their agreement to a different work area;

- (vii) transfer of the Employee with or without their agreement to a different work area at the Employee's current classification level; or
 - (viii) termination of employment.
- (c) In order to avoid a more severe discipline outcome being applied to an Employee, the Library may apply the discipline outcomes listed in clause 28.12(b)(ii) to 28.12(b)(vii) together to form a single disciplinary outcome.
- (d) The Library will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

28.13 Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, 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.

28.14 Disputes

- (a) Any dispute arising under this clause may only be dealt with in accordance with clause 14 (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 28.6 has been complied with in the Library coming to a decision):
 - (i) a record of formal counselling; or
 - (ii) a formal written warning; or
 - (iii) a final written warning; or
 - (iv) a record of discipline outcome.
- (b) Despite clause 28.14(a), a party to a misconduct investigation, may use clause 14 (Resolution of Disputes) over the application of clause 28.6(b) when:
 - (i) a misconduct investigation under clause 28.10 has not been completed within six months of the Employee being advised of alleged misconduct under clause 28.8, and
 - (ii) the party considers the delay to be unreasonably caused by the other party.

28.15 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this clause 28 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 28 but the Library may exercise its discretion to do so.

Part 5 – Salary and Related Matters

29 Classifications and Salaries

29.1 General Principles

- (a) 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 Schedules C and D.
- (b) 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 Schedule E Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors).

29.2 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 (Schedule E Non-Executive Career Structure Classification Grade and Value Range Standard Descriptors).

29.3 Classification and Salary on Appointment

- (a) 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 Schedule E to this Agreement.
- (b) 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:
 - (i) An assessment of whether the existing remuneration of the individual would require paying above the base;
 - (ii) For Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and
 - (iii) The gender equity effects of appointments.

29.4 VPS 1 Classification

The VPS 1 classification is a training grade.

29.5 Progression Within a Grade and Value Range

- (a) 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.

- (b) 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.

29.6 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 Schedule D (Library Occupational Specific Structure (Classifications and Salary for Librarians and Conservators, Library Technicians and Library Officers)) for rates of pay and principles of operation.

30 Gender Equality

30.1 Gender Pay Equity Principles

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

30.2 Meaning of ‘pay’

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

30.3 Commitment to collaborative approach to achieving gender pay equity

The Library will work collaboratively with Employees and the CPSU to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination.

30.4 Claims relating to systemic gender equality issues

- (a) A systemic gender equality issue means an issue of a systemic nature within the Library which adversely affects a class or group of Employees of the Library, relating to:

- (i) The gender composition of any or all workforce levels of the Library; or
 - (ii) The gender composition of governing bodies; or
 - (iii) Equal remuneration for work of equal or comparable value across any or all workforce levels of the Library irrespective of gender; or
 - (iv) Sexual harassment in the workplace; or
 - (v) Recruitment and promotion practices in the workplace; or
 - (vi) Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or
 - (vii) Gendered workplace segregation.
- (b) The CPSU and/or a class or group of Employees (**Claimant/s**) may seek resolution of a dispute relating to a systemic gender equality issue (**Claim**) in accordance with this clause.
 - (c) A Claim or Claims under this clause must be made in writing to the Library.
 - (d) In the first instance the Claim should include sufficient detail for the Library to make a reasonable assessment of the nature of the Claim, the Employees impacted by the Claim and any proposals to resolve the Claim.
 - (e) The Library must meet and discuss the Claim with the Claimant prior to responding to the Claim.
 - (f) The Library must respond to the Claim in writing to the Claimant/s, within a reasonable time, including enough details in the response to allow the Claimant to understand the Library's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
 - (g) If the Claim is unable to be resolved between the Library and the Claimant/s, either the Claimant/s or the Library may refer the Claim to the Public Sector Gender Equality Commissioner (**Commissioner**) to deal with.
 - (h) In dealing with a Claim, the Commissioner:
 - (i) Must consider the Gender Pay Equity Principles articulated in clause 30.1 above; and
 - (ii) Must be objective and free from assumptions based on gender; and
 - (iii) Must acknowledge that current pre-existing views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender; and
 - (iv) Must ensure that skills, responsibilities, effort and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and

- (v) Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation, and
 - (vi) Must deal with the Claim in a manner that is independent of the Library or the Claimant; and
 - (vii) Must consider evidence that the Claim may not be isolated to the Library subject to the Claim but may affect Employees from other public sector employers not covered by this Agreement; and
 - (viii) May jointly deal with a Claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and
 - (ix) Must consider the views of the Claimant prior to jointly dealing with multiple Claims or disputes; and
 - (x) May otherwise deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic). This can include mediation, conciliation, making recommendations or offering opinions.
- (i) If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Library may refer the Claim to the Fair Work Commission for resolution pursuant to clause 14.
 - (j) 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.
 - (k) A Claimant or the Library may choose to be represented at any stage by a representative, including a CPSU representative or employer's organisation.
 - (l) The Claimant and the Library 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.
 - (m) Whilst a Claim is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised 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. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.

30.5 Gender Equality Action Plans

The Library will consult with the CPSU in the preparation of Gender Equality Action Plans under the *Gender Equality Act 2020* (Vic).

31 Gendered Violence at Work

- 31.1** Gendered violence is physical, sexual, psychological or economic harm directed at a person because of their gender, gender identity, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles. Gendered violence includes:
- (a) violence directed at women because they are women;
 - (b) violence directed at a person because they identify as lesbian, gay, bisexual, trans and gender diverse, intersex, queer and questioning (LGBTIQ); and
 - (c) violence directed at a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.
- 31.2** Gender inequalities, sexism, homophobia and transphobia at work drive gendered violence in the workplace. Gendered violence can be perpetrated by those who are external to the workplace (such as customers) and those that are internal to the workplace (such as work peers and managers).
- 31.3** The Library, the CPSU and Employees are committed to working together to reduce gendered violence, so far as is practicable, in the workplace. The Library will address instances of alleged gendered violence in accordance with the relevant policy.

32 Performance Review and Progression within a Value Range

32.1 Performance cycle and review

- (a) The performance review cycle is 12 months (1 July to 30 June).
- (b) All Employees must participate in the performance review process, including in the development of performance plans and conduct of performance discussions and reviews.
- (c) The "performance 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 performance cycle. The performance criteria for an individual Employee are to be developed using the performance standards outlined herein.
- (d) 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 performance criteria is assessed at that time. Employees must meet all elements of their individual performance plans to be eligible for progression.
- (e) An Employee will be eligible for progression or a top of grade/value range payment if the Employee has been in their role for 3 months or more, except in the following circumstances:
 - (i) The Employee has been appointed on probation and has been in their role for less than 6 months at the time the performance review is undertaken.

- (ii) The Employee has completed a formal underperformance process or is subject to one under clause 27 (Management of Unsatisfactory Work Performance) at 30 June; or
- (iii) The Employee is subject to proven misconduct as per clause 28 (Management of Misconduct), during the course of the performance cycle.

32.2 Top of Grade or Value Range Payment

- (a) 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.
- (b) 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.

32.3 Higher duties - Progression payments

- (a) 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.
- (b) 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).

32.4 Performance Review Plans

A Performance Review Plan for each Employee will be developed and agreed for the duration of each performance cycle. The Performance Review 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 Performance Review Plan.

32.5 Performance Standards

- (a) The performance standards detailed below may be weighted and combined, appropriate to the role, to make up an individual Employee’s “progression criteria”.
- (b) Performance standards for all Grades are as follows:
 - (i) Achieving the performance targets;
 - (ii) Demonstrating public sector and State Library values and behaviours; and
 - (iii) Applying learning and development.
- (c) Management should facilitate an individual Employee’s ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.

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

32.6 Progression Outcome

- (a) 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.
- (b) Employees who meet the progression criteria will progress one salary point or amount as appropriate.

32.7 Performance Review Management

- (a) The Library's Performance Review 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.
- (b) The Library's Performance Review Management System:
 - (i) 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 recognised and acknowledged.
 - (ii) Supports the Library's values, as contained in the Corporate Plan as follows;
 - (A) Innovation;
 - (B) Collaboration;
 - (C) Engagement;
 - (D) Excellence;
 - (E) Respect.

- (iii) Enables the Library 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.
- (iv) 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 clause 14 (Resolution of Disputes).
- (c) 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.

33 Salary Increases

33.1 Salary Increases

- (a) Employees employed by the Library at or after the date of commencement of this Agreement will receive the following Salary increases:

Date of Effect	Percentage Increase
20 March 2020	1.50%
1 December 2020	1.25%
1 September 2021	1.50%
1 June 2022	1.25%
1 March 2023	1.50%
1 December 2023	1.00%

- (b) The Salary increases outlined in clause 33.1 are to apply to the salary ranges set out in Schedule C.

33.2 Increases to Salary caps for certain entitlements

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at date of commencement of this Agreement will be increased by the same increases and from the same operative dates as provided for in clause 33.1.

33.3 Allowance adjustment

- (a) All work and condition allowances in this Agreement will be increased by the same increases and from the same operative dates as provided for in clause 33.1.

- (b) An exception to this is any allowance or payment which is expressed in the relevant provision to have been increased based on the annual rates listed in the relevant table. These annual rates incorporate the Salary increases for the relevant year.

34 Casual Employees

34.1 Definition of Casual Employee

A person is a Casual Employee of the Library if:

- (a) an offer of employment made by the Library to the person is made on the basis that the Library makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
- (b) the person accepts the offer on that basis; and
- (c) the person is an Employee as a result of that acceptance.

34.2 Use of Casual Employment

- (a) The Library will not use casual labour for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy or as a means of avoiding obligations under this Agreement.
- (b) In accordance with the principle set out in clause 34.2(a), the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.
- (c) Casual employment will be for not less than three consecutive hours in any day worked except:
 - (i) where the Employee works from home by agreement with the Library; or
 - (ii) with the agreement of the Employee.

- 34.3** If the CPSU or affected Employees identify casual employment that is considered not to meet the criteria established in clause 34.2, the CPSU or affected Employees will refer the matter to the Library. If the Parties cannot resolve the matter, it will be dealt with under clause 14 (Resolution of Disputes).

34.4 Casual Employee Entitlements

Casual Employee are entitled to the benefits in the clauses listed below, subject to the terms of those clauses, and are not entitled to any other benefits contained in this Agreement:

- (a) Clause 20: Agility Payment;
- (b) Clause 24: Costs of Employment Related Legal Proceedings;
- (c) Clause 29: Classifications and Salaries (on the basis that the applicable hourly base rate of pay to which the casual loading is added (pursuant to

clause 34.5) is calculated by dividing the salary for the Employee's grade and value range by 1,976;

- (d) Clause 30: Gender Equality;
- (e) Clause 31: Gendered Violence;
- (f) Clause 33: Salary increases;
- (g) Clause 34: Casual Employment;
- (h) Clause 36: Salary Packaging;
- (i) Clause 37: Allowances;
- (j) Clause 38: Reimbursement of expenses;
- (k) Clause 39: Superannuation;
- (l) Clause 43: Rest and Meal Breaks;
- (m) Clause 46: Childcare;
- (n) Clause 53.10: Personal/carer's leave (unpaid);
- (o) Clause 54: Family violence leave (unpaid);
- (p) Clause 56.3: Compassionate leave (unpaid);
- (q) Clause 57: Parental Leave (unpaid);
- (r) Clause 60.5: Gender Transition Leave (unpaid);
- (s) Clause 64: Long Service Leave;
- (t) Clause 66: Jury Service;
- (u) Clause 68: Leave to Engage in Voluntary Emergency Management Activities (unpaid);
- (v) Clause 72: Other Leave;
- (w) Clause 76: Facilities, Equipment and Accommodation.

34.5 Casual Loading

Employees employed on a casual basis will receive a loading of 25 per cent in addition to the applicable hourly rate of pay as compensation in lieu of any entitlement to the following benefits:

- (a) payment for Public Holidays not worked; and
- (b) annual leave and annual leave loading; and
- (c) paid compassionate leave; and
- (d) paid personal/carer's leave; and
- (e) payment in lieu of notice of termination; and
- (f) redundancy pay.

34.6 Penalty rates for Casual Employees

- (a) Casual Employees are entitled to the following penalty rates:
- (i) An allowance of 15% will apply to casuals who perform work up to 7.6 hours when commencing before 7am or finishing after 7pm Monday to Friday. The 15% will be in addition to the casual loading equating to an additional 40% of the ordinary hourly rate.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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% of the ordinary hourly rate.
- (b) The overtime payments prescribed in clause 44.5 will apply to casuals for work in excess of 7.6 hours in a day. The overtime payment will be in addition to the casual loading (for example, for overtime performed Monday to Friday, the first three hours will be paid at 175% of the ordinary hourly rate).

34.7 Casual conversion

Casual conversion will be in accordance with, and subject to the terms of, the FW Act

35 Payment of Salaries

- 35.1** Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Library by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Library will make provision for off-line payments.
- 35.2** Where a normal payday falls on a Public Holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the Public Holiday.
- 35.3** Employees must be provided either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.
- 35.4** By agreement with the Library, the Employee may authorise deductions from salary for forwarding to superannuation funds.
- 35.5** In the event of an overpayment of salary, allowance, loading or other payment, the Library must advise the Employee. Similarly, the Employee must advise the Library if they know there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Library may recover the overpayment by

instalments to be paid in accordance with the *Financial Management Act 1994* (Vic) as amended from time to time or any successor to that Act.

36 Salary Packaging

- 36.1** An Employee may enter into a salary packaging arrangement with the Library using pre-tax salary in respect of superannuation, a novated lease 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.
- 36.2** All costs associated with salary packaging, including the Library's reasonable administrative costs, are to be met from the salary of the participating Employee.
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37 Allowances – Work or Conditions

37.1 Temporary assignments and higher duty allowance

- (a) 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.
- (b) 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.
- (c) 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.

37.2 Usage of taxis and subsidised parking

- (a) 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.
- (b) For those Employees that are required to work on roster to 9pm (nightshift), a paid taxi home or subsidised car parking will be provided.
- (c) Wherever possible Employees will be encouraged to:
 - (i) share taxis to assist in savings to the Library; or
 - (ii) utilise subsidised car parking.
- (d) The usage of taxis or subsidised car parking must be approved in advance by the branch head in other than emergency situations and in line with current policy and practice.

38 Reimbursement of Expenses

38.1 Travelling expenses

- (a) 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.
- (b) 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.

38.2 Use of private vehicle

Where an Employee is required to use their private motor vehicle for official business, the Employee will be reimbursed for such use at the rate of the higher of 80 cents per kilometre or the motor vehicle allowance prescribed under the Victorian State Government Agencies Award 2015.

38.3 Process for claiming expenses

- (a) 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.
- (b) Where moneys are owed to the Employee, the Library will pay the Employee as soon as practicable in a manner to be agreed.

39 Superannuation

39.1 Superannuation legislation

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

39.2 Employer contributions

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

39.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Library to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Library makes the superannuation contributions provided for in clause 39.2.
- (b) An Employee may adjust the amount the Employee has authorised the Library to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Library.
- (c) The Library must pay the amount authorised under clauses 39.3(a) or 39.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 39.3(a) or 39.3(b) was made.

39.4 Superannuation fund

Unless, to comply with superannuation legislation, the Library is required to make the superannuation contributions provided for in clause 39.2 to another superannuation fund that is chosen by the Employee, the Library must make the superannuation contributions provided for in clause 39.2 and pay the amount authorised under clauses 39.3(a) or 39.3(b) to one of the following superannuation funds:

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

39.5 Employer contributions in respect of Primary Caregiver Parental Leave

- (a) An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave which occurs on or after the date on which this Agreement commences operation.
- (b) The Library will pay the superannuation contributions as a lump sum to the Employee's fund as provided for in clause 39.4.
- (c) The lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Primary Caregiver Parental Leave.
- (d) The quantum of superannuation contributions payable under this clause will be calculated based on:
 - (i) The number of weeks of Primary Caregiver parental leave taken by the Employee, capped at 52 weeks; and
 - (ii) The Employee's weekly pay calculated in accordance with clause 57.25 of the Agreement; and

- (iii) The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.

Part 6 – Hours of Work and Related Matters

40 Ordinary Hours of Work

- 40.1** 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.
 - 40.2** 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 pm on any week day, or to perform ordinary hours of work on Saturdays, Sundays or Public Holidays.
 - 40.3** 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.
 - 40.4** 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.
-

41 Rostered Hours and Shift Allowances

41.1 Rostered hours

- (a) Employees required to participate in 7-day rosters will be required to work an average of 76 ordinary hours over any 14 day period or 152 ordinary hours over any 28 day period. A standard day is 7.6 hours.
- (b) 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.

41.2 Roster principles & Job Design

- (a) For those Librarians and Library Technicians who are rostered, rosters will be designed to provide reasonable balance of research, resource/content creation, collection maintenance and development and direct customer service functions.
- (b) Each roster will ensure that a variety of work is provided to maximise career development, quality service and balance workplace demands.
- (c) Rosters will be designed to meet all OH&S requirements.

- (d) Individual Employees may seek to vary existing roster and duty arrangements through negotiation and agreement with their manager.
- (e) Rosters will provide fair, reasonable and equitable participation, work load balance and work life balance while taking into account individual and organisational needs.
- (f) The operation of this clause will be continuously monitored by the joint SLV/CPSU Consultative Committee (clause 11)
- (g) Disputes relating to the operation of this clause will be handled in accordance with clause 14 Resolution of Disputes.

41.3 Shift allowances

Employees are entitled to the following allowances:

- (a) 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 ordinary hourly rate for each hour of duty on that day up to 7.6 hours.
- (b) Employees who are rostered to work shifts on a Saturday will be paid an allowance at the rate of 50% of the ordinary hourly rate for each hour of duty – equates to time and a half.
- (c) Employees who are rostered to work shifts on a Sunday will be paid an allowance at the rate of 100% of the ordinary hourly rate for each hour of duty – equates to double time.
- (d) Subject to subclause 41.3(e), Employees who are rostered to work shifts on a Public Holiday will be paid an allowance of 150% of the ordinary hourly rate.
- (e) An Employee may elect to be paid an allowance of 50% of the ordinary hourly rate (instead of the 150% allowance in subclause 41.3(d)) for a Public Holiday shift and accrue one day off in lieu of the higher allowance, with such day off to be taken on a date agreed with the Library.

42 Flexi-time

42.1 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:

- (a) The standard flex-time bandwidth is 7.00am to 7.00pm with a minimum of 30 minutes for an unpaid meal break.
- (b) Flexible hours will be granted subject to local management approval and operational and roster requirements.
- (c) For the purpose of night shift the hours of 6pm to 9pm cannot be flexed.
- (d) Both full-time and part-time staff up to and including VPS Grade 5 may have access to flexible working hours.
- (e) 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.

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

43 Rest and Meal Breaks

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

44 Overtime

- 44.1** Overtime means the hours worked at the direction of the Library, which are:

- (a) in addition to an Employee's ordinary daily hours of work on any day established in accordance with clause 40; or
- (b) for Rostered Workers, in addition to a Rostered Worker's rostered ordinary hours of work, as defined by clause 41.1 or worked without the provision of a ten-hour rest break in accordance with clause 43.2.

44.2 Reasonable hours of work

- (a) Subject to clauses 44.2(b) and 44.2(c), the Library may require an Employee to work reasonable overtime at overtime rates where:
 - (i) such work is unavoidable because of work demands; and
 - (ii) reasonable notice of the requirement to work overtime is given by the Library.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to the Employee's health and safety; or
 - (ii) the Employee's personal circumstances including family responsibilities; or
 - (iii) the needs of the workplace; or
 - (iv) the notice (if any) given by the Library of the overtime and by the Employee of their intention to refuse it; and
 - (v) any other relevant matter.
- (c) 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.

44.3 Requirement to pay overtime

- (a) An Employee who works overtime must be paid at the appropriate overtime rate specified in clause 44.5. Exceptions are provided at clause 44.4.

- (b) An Employee may request that time be granted in lieu of payment. If the Library agrees, time in lieu of payment will accrue at the rate specified in clause 44.6.

44.4 Exceptions

Clause 44.3 does not apply to Employees:

- (a) classified as Grade 5 or higher; or
- (b) classified at the nearest equivalent salary level to Grade 5 in any adaptive classification structures; or
- (c) who are part-time Employees working less than 38 hours a week, who are not Rostered Workers and are subject to overtime conditions contained in clause 44.9; or
- (d) where overtime compensation is incorporated into total remuneration under this Agreement.

44.5 Overtime – Rates of payment

- (a) Where an Employee is paid for overtime work pursuant to clause 44.3 the following overtime rates will be paid:

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

- (b) The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee's Salary or the lowest pay point within Grade 4.

44.6 Overtime – Rate of accrual for time in lieu of payment

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.

44.7 How does time in lieu apply

- (a) Time in lieu is to be taken at a time mutually agreed. The Library will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.

- (b) Time in lieu may accumulate to a maximum of 38 hours. Any Employee who has accumulated 38 hours of time in lieu must be paid overtime for any additional overtime hours worked.
- (c) By agreement, the Employee may convert 38 hours of accrued time in lieu to one additional week of converted leave, to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. Any converted leave under this clause must be used within 12 months of the conversion date or will be paid out. By agreement, all or any part of the accumulated converted leave may be paid out at any time within 12 months of the conversion date.
- (d) Upon termination for any reason, the Employee will be paid out any time in lieu accrued to their credit as if it were time worked.

44.8 Overtime – minimum period

Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are either recalled to duty or on stand-alone overtime.

44.9 Overtime – staff working less than 38 hours a week

- (a) A part-time Employee, other than a Rostered Worker, must be compensated for overtime in accordance with clause 44.3 for work performed:
 - (i) after 38 hours has been worked in any week; or
 - (ii) outside the span of hours in clause 38.1(b).
- (b) Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in clause 38.1(b), will be compensated at the Employee's ordinary rate. Additional hours compensated at the part-time Employee's ordinary rate will count as service for leave accrual.

44.10 Overtime Meal Payment

- (a) An Employee will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime which:
 - (i) is immediately before or after a scheduled period of ordinary duty and is more than two hours in duration; or
 - (ii) is a stand-alone period of overtime that is four hours or more in duration.
- (b) The overtime meal payment payable to an Employee is set out below:

Date of Effect	Overtime Meal Payment
20 March 2020	\$21.70
1 December 2020	\$22.00
1 September 2021	\$22.30
1 June 2022	\$22.60

Date of Effect	Overtime Meal Payment
1 March 2023	\$22.95
1 December 2023	\$23.15

- (c) The overtime meal payment is not payable where the Library provides a meal.

45 Christmas Closedown

- 45.1** The purpose of this clause is to enable the Library to closedown part or all of its operations for the three working days from the first working day after Christmas Day to the end of the last working day before New Year's Day (1 January) (**closedown period**).
- 45.2** Where the Library intends to closedown part or all of its operations for the closedown period, the Library:
- (a) will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place; and
 - (b) will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and
 - (c) may require a minimum level of staffing to meet the operational requirements of the workplace.
- 45.3** If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:
- (a) the Library may direct an Employee who has excessive annual leave (as defined in clause 47.7(b)) to take annual leave during the closedown period;
 - (b) the Library may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.
- 45.4** The Library will provide at least 4 weeks' notice of any direction to take leave, under clause 45.3.
- 45.5** Where an Employee has insufficient leave or time in lieu, the Library may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence.

46 Childcare

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 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.

Part 7 – Leave of Absence and Public Holidays

47 Annual Leave

- 47.1** 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 pro rata basis).
- 47.2** 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.
- 47.3** 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.
- 47.4** An Employee cannot (without prior approval) accrue annual leave in excess of 8 weeks (304 hours).
- 47.5** 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.
- 47.6** An Employee may request that the whole or any part of their annual leave be taken at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- 47.7 Excessive annual leave accruals**
- (a) Where an Employee's accrued annual leave entitlement has not been taken by the end of the calendar year following the calendar year in which it accrued, the Library and the Employee must genuinely try to agree upon the steps that will be taken to reduce or eliminate that leave accrual. This agreement must be attempted before the Library can direct that leave to be taken under clause 47.7(c).
 - (b) An Employee has an "excessive annual leave accrual" if the Employee has accrued more than 8 weeks' paid annual leave.
 - (c) Where the Employee has an excessive annual leave accrual (and agreement has not been reached under clause 47.7(a)), the Library may give a written direction to the Employee to take a period or periods of paid annual leave. Such a direction must not:
 - (i) result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than 6 weeks; or
 - (ii) require the Employee to take any period of leave of less than one week; or
 - (iii) require the Employee to take any period of leave commencing less than 8 weeks after the day the direction is given to the Employee; or
 - (iv) require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; or

- (v) be inconsistent with any leave arrangement agreed between the Library and the Employee.
- (d) An Employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given. The Library must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than 6 weeks, the direction will be deemed to have been withdrawn.
- (e) The Employee must take paid annual leave in accordance with a direction complying with clause 47.7(c).

47.8 Annual leave loading

- (a) Each Employee will in respect of annual leave be entitled to be paid in addition to their salary the greater of the following amounts:
 - (i) An allowance at the rate of 17.5% of the Employee's salary for the period of annual leave; or
 - (ii) An allowance equal to any additional payments to which the Employee would be entitled for rostered, Saturday or Sunday duty which the Employee would be required to perform if he or she were not proceeding on annual leave.
- (b) The maximum payable annual leave loading will not exceed the amount calculated in respect of a salary of the top of VPS Grade 4.
- (c) Annual leave loading will be paid to all Employees in a lump sum in the first pay period in January each year, or upon resignation or termination of employment.

48 Cashing Out of Annual Leave

48.1 The Parties to this Agreement 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 47.

48.2 The Library 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 Library and the Employee which must:
 - (i) State the amount of accrued leave to be cashed out and the payment to be made to the Employee; and
 - (ii) 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.

49 Purchased Leave

- 49.1** An Employee may, with the agreement of the Library, work less than 52 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.
- 49.2** An Employee can only make an application under this clause where the Employee does not have an excessive annual leave accrual (as defined in clause 47.7(b)).
- 49.3** Where an Employee, with an excessive annual leave accrual, wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased leave arrangement, will be considered by the Library in assessing the Employee's application for purchased leave.
- 49.4** Where the Library and an Employee agree on an employment arrangement under clause 49.1, the annual salary applicable to an Employee relative to the additional leave purchased will be as follows:

Proportion of annual salary applicable under Schedule C	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
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

- (a) The above does not preclude an Employee and the Library from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than eight weeks.
- (b) The Employee will receive a salary equal to the period worked (e.g. 46 weeks, 49 weeks) which will be spread over a 52 week period.
- (c) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.
- 49.5** The Library will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements. Where such requests are granted, the Library 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.

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

50 Infectious Diseases

- 50.1** 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.
- 50.2** 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.

51 Dangerous Medical Conditions

- 51.1** Where the Library reasonably believes that an 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.
- 51.2** 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.
- 51.3** Any such absence of an Employee must be regarded as sick leave.

52 Public Holidays

- 52.1** All Employees (except casual Employees) will be entitled to be absent from work on the following Public Holidays without deduction of pay where the Public Holiday occurs on a day the Employee would normally work:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day (25 December), Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, the Friday before the Australian Football League Grand Final and Melbourne Cup Day.
- 52.2 Prescribed substitute and additional public holidays**
- (a) **Christmas Day (25 December)**
- (i) When Christmas Day (25 December) is a Saturday, an additional holiday will be observed on the next Monday.
- (ii) When Christmas Day (25 December) is a Sunday, an additional holiday will be observed on the next Tuesday.
- (b) **Boxing Day**
- (i) When Boxing Day is a Saturday an additional holiday will be observed the next Monday.
- (ii) When Boxing Day is a Sunday, an additional holiday will be observed on the next Tuesday.

(c) **New Year's Day**

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

(d) **Australia Day**

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

52.3 Melbourne Cup Day Substitution

- (a) If, a Public Holiday, is declared to apply to a non-metropolitan Council under section 8A of the *Public Holidays Act 1993* (Vic), that day or half day will be the Public Holiday instead of Melbourne Cup Day.
- (b) An Employee and the Library may agree to substitute the declared Public Holiday in clause 52.3(a) for Melbourne Cup Day, in which case penalty rates for work on the declared Public Holiday will not apply and the Employee will be able to absent themselves from the workplace on Melbourne Cup Day without loss of pay.
- (c) In the event there are insufficient substitution arrangements agreed under clause 52.3(b) to meet the Library's reasonable operational requirements, the Library may require an Employee to work on the declared Public Holiday. Employees required to work on the declared Public Holiday will be paid overtime or time in lieu in accordance with clause 44 (Overtime), unless a substitution arrangement has been agreed under clause 52.5.
- (d) In establishing the roster of Employees required to work on the declared Public Holiday in lieu of Melbourne Cup, the Library will consider both its reasonable operational requirements and the personal circumstances of the Employees.

52.4 Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional or substituted Public Holidays are declared or prescribed on days other than those set out in clauses 52.1 and 52.3, those days shall constitute additional or substituted holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional or substituted Public Holiday applies.

52.5 Substitution of Public Holiday

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

53 Personal/ Carer's Leave

53.1 Entitlement

- (a) Full time Employees are entitled to eighteen days (136.8 hours) of paid personal/carer's leave for each year of employment. Part time Employees are entitled to paid personal/carer's leave on a proportional basis based on their ordinary hours of duty.

- (b) This entitlement includes up to three days' paid Compassionate Leave per year of service (refer to clause 56 below).
- (c) Eighteen days of paid personal/carer's leave (pro rata for part-time employees) will be credited on commencement of employment and thereafter each year on the anniversary date of the commencement of the Employee's employment. For Employees engaged on a fixed term or fixed task basis, personal/carer's leave accrues progressively during a year of service.
- (d) Unused personal/carer's leave will accumulate from year to year but is not paid out on termination of employment.

53.2 When paid personal/carer's leave can be taken

Paid personal/carer's leave shall be available to an Employee when the leave is taken:

- (a) Because the Employee is not fit for work due to personal injury or illness affecting the Employee; or
- (b) For the purpose of attending medical appointments (doctor of medicine, dentist, physiotherapist, chiropractor, osteopath, psychologist, chiroprapist, optometrist or other alternative practitioners) as agreed between the Library and the Employee; or
- (c) For the purpose of providing care and support to a member of their Immediate Family or household who requires care and support of the Employee due to:
 - (i) A personal illness, or personal injury affecting the member; or
 - (ii) An unexpected emergency affecting the member; or
- (d) On the occasion of the death or serious illness of a member of their Immediate Family; or
- (e) As a result of exceptional or special circumstances, including moving house.

53.3 Notice and documentary evidence requirements

- (a) The Employee must give the Library notice of taking personal/carer's leave as soon as practicable (which may be a time after the leave has started) and must advise of the period, or expected period, of the leave.
- (b) Personal leave: In the case of personal leave, the Employee must provide the Library with a medical certificate from a Registered Practitioner.
- (c) Carer's leave: In the case of carer's leave, the Employee must provide the Library with appropriate documentary evidence. The form of evidence required by the Library 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.
- (d) 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 or any other profession registered under the *Health Practitioner Regulation National Law (Victoria) Act 2009*.

53.4 Exception

- (a) An Employee entitled to take personal leave for the purposes set out in clause 53.2 may, other than for absences for a continuous period exceeding 22.8 hours, for which evidence (as set out in clause 53.3) must be provided, take up to an aggregate of 38 hours or equivalent pro rata amount accrued personal leave in each year of employment without having to provide the Library with the documentary evidence required by clause 53.3.
- (b) 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.
- (c) Despite clause 53.4(a), the Employee may be required to provide appropriate documentary evidence as required by the Library in accordance with clause 53.3.

53.5 Absence of 3 or more days on carer's leave

- (a) There is no cap on the amount of carer's leave that an Employee may access within the Employee's credit.
- (b) An absence of 3 or more consecutive days on carer's leave will require:
 - (i) notification of the cause and expected duration of absence; and
 - (ii) the presentation of a medical certificate.

53.6 Unpaid carer's leave

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 injury, or unexpected emergency.

53.7 Personal/carers' leave at half pay

- (a) In exceptional circumstances, an Employee may be granted approval to convert any or all of their accrued paid personal/carers' leave entitlement to half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- (b) Approval of half pay personal/carers' leave will only be granted in relation to an absence of 4 weeks or more.
- (c) To be eligible for personal/carers' leave at half pay under this clause, the Employee must comply with all notice and documentary evidence requirements in clauses 53.3 to 53.5.

53.8 Personal/carer's leave and other forms of leave

- (a) If medically unfit for one day or more while on Annual or Long Service Leave, an employee can substitute the Annual or Long Services Leave for Personal leave subject to the provision of a medical certificate.
- (b) The Library may in exceptional circumstances grant an Employee additional personal/carer's leave on half-pay where the Employee's paid personal/carer's leave entitlement has been exhausted.
- (c) 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 Employee's current flex time balance.

53.9 Personal leave extending for at least 6 weeks

- (a) Where an Employee has been on sick leave for a period of 6 weeks, and has provided the Library a medical certificate indicating the employee's absence on sick leave will continue beyond that 6-week period, the Library may require the Employee to provide an additional medical certificate from a registered practitioner of mutual choice.
- (b) Where the Library has a genuine concern about an Employee's capacity to undertake their duties, the Library may require that the Employee undertake a fitness for work assessment by a registered practitioner of mutual choice.

53.10 Casual employees

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 on unpaid leave from work for two days per occasion provided that a medical certificate is supplied.

54 Family Violence Leave**54.1 General Principles**

- (a) The Library 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 Library is committed to providing support to Employees that experience family violence.
- (b) Leave for family violence purposes is available to Employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.
- (c) The supports and paid or unpaid leave provided under this clause do not extend to perpetrators (or alleged perpetrators) of family violence.

54.2 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).

54.3 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. The Library may use their discretion to grant paid leave to a casual Employee experiencing family violence under clause 72 (Other Leave) of the Agreement on a case by case basis.

54.4 General Measures

- (a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Library'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 Library will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Library will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 54.5 and clause 54.6.
- (g) The Library 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.

54.5 Leave

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

- (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 Library may require evidence consistent with clause 54.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

54.6 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 Library 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; or
 - (ii) temporary or ongoing job redesign or changes to duties; or
 - (iii) temporary or ongoing relocation to suitable employment; or
 - (iv) a change to their telephone number or email address to avoid harassing contact; or
 - (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.

55 Military Service Sick Leave

- 55.1** Where the Library is satisfied that an illness of an Employee with at least six months paid continuous service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth), including operational service, peacekeeping service or hazardous service, the Employee will be credited with 114 hours special leave with pay for each year of service with the Library from the conclusion of the Employee's operational, peacekeeping or hazardous service.
- 55.2** Leave under this clause will be cumulative to a maximum of 760 hours.
- 55.3** This leave is in addition to personal leave under clause 53.
- 55.4** The Library may require the Employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner as specified in clause 53.3(a).

- 55.5** For each period of special leave taken, the Employee must comply with the notice and evidence requirements outlined in clause 53.

56 Compassionate Leave

56.1 Entitlement

An Employee, other than a casual Employee, is entitled to three days' paid compassionate leave on each occasion when:

- (a) a member of the Employee's Immediate Family or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life;
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

56.2 Taking compassionate leave

- (a) The first 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 taken by an Employee during a year of service shall not be deducted from the Employee's personal/carer's leave entitlement.
- (b) An Employee is not required to take the three days of compassionate leave in a continuous period.

56.3 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 56.1.

56.4 Notice and Evidence Requirements for Compassionate Leave

- (a) 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.
- (b) 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.

- (c) 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.

56.5 Other significant family or personal connections

An Employee may, at the discretion of the Library, be granted compassionate leave with or without pay when a person with a significant family or personal connection to the Employee, but who is not a member of the Employee's Immediate Family or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.

57 Parental Leave

57.1 Application

- (a) Eligible Employees are entitled to parental leave under this clause if the leave is associated with:
 - (i) the birth of a Child of the Employee, the Employee's Spouse or the Employee's legal surrogate or the placement of a Child with the Employee for adoption; and
 - (ii) the Employee has or will have a responsibility for the care of the Child.
- (b) An Employee currently on parental leave (excluding an Employee on Extended Family Leave under clause 57.33) is not required to return to work in order to access a further period of parental leave under this clause.

57.2 Definitions

For the purposes of this clause:

- (a) **Eligible Employee** means:
 - (i) a full time or part-time Employee, whether employed on an ongoing or fixed term basis, or
 - (ii) a Long Term Casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Library on a regular and systematic basis.
- (b) **Continuous Service** is work for the Library on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in clause 57.2(g)).
- (c) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;

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

57.3 Summary of Parental Leave Entitlements

- (a) The entitlements are summarised in the table below.

	Paid Leave	Unpaid Leave	Total
Primary Caregiver			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 3 months Continuous Service	4 weeks	Up to 48 weeks	52 weeks
More than 3 months Continuous Service and takes over the primary responsibility for the care of	An additional 12 weeks	Up to 36 weeks	52 weeks

	Paid Leave	Unpaid Leave	Total
the Child within first 78 weeks			
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
Pre-natal Leave			
Pregnant Employee	38 hours		
Spouse	7.6 hours		
Pre-adoption leave			
More than 3 months Continuous Service	2 days		
Permanent Care Leave			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Grandparent Leave			
Grandparent Leave	0	Up to 52 weeks	52 weeks

57.4 Parental Leave – Primary Caregiver

- (a) An Eligible Employee, who has, or will have, completed at least three months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 16 weeks paid parental leave; and
 - (ii) up to 36 weeks unpaid parental leave.
- (b) An Eligible Employee who will be the Primary Caregiver, who has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee, is entitled to up to 52 weeks unpaid parental leave.
- (c) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
 - (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child, or

- (ii) if their Spouse has received, or will receive, paid parental leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
- (iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

57.5 Parental Leave – Secondary Caregiver

- (a) An Eligible Employee who has, or will have, completed at least three months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 4 weeks paid parental leave; and
 - (ii) 12 weeks additional paid Secondary Caregiver parental leave, subject to the conditions in clause 57.6, and
 - (iii) unpaid parental leave to bring the total available paid and unpaid leave to 52 weeks.
- (b) An Eligible Employee who will be the Secondary Caregiver, and has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee is entitled to up to 52 weeks unpaid parental leave.
- (c) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (d) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

57.6 Additional paid leave for Secondary Caregiver

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

57.7 Pre-Natal Leave

- (a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

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

57.8 Pre-adoption leave

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

57.9 Permanent Care Leave

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

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

57.10 Grandparent Leave

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

57.11 Access to parental leave for an Employee whose Child is born by surrogate

An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor

instrument), is eligible to access the parental leave entitlements outlined in clause 58.

57.12 Continuing to work while pregnant

- (a) The Library 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 57.14(b) during the six week period before the expected date of birth of the child.
- (b) The Library may require the Employee to start parental leave if the Employee:
 - (i) does not give the Library the requested certificate within seven days of the request; or
 - (ii) gives the Library a medical certificate stating that the Employee is unfit to work.

57.13 Personal/Carer's Leave

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/carers leave in accordance with clause 53.

57.14 Transfer to a Safe Job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if an appropriate safe job is available, be transferred to that safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- (b) If no appropriate safe job is available, and the Employee has complied with the notice and evidence requirements in clause 57.16, the Employee may take No Safe Job Paid Leave at the Employee's base salary for ordinary hours of work for a period which ends at the earliest of either:
 - (i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to No Safe Job Paid Leave is in addition to any other leave entitlement the Employee has.

57.15 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 53;
- (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 57.3 and thereafter, to unpaid special maternity leave.

57.16 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks written notice of the intention to take parental leave (or, if that is not practicable, as soon as practicable), including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate; and
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Library of any changes to the notice provided in clause 57.16(a), unless it is not practicable to do so.
- (c) The Library may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) for birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) for adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or the placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

57.17 Commencement of parental leave

- (a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 16 weeks prior to the expected date of birth of the

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

- (b) Secondary Caregiver parental leave may commence up to one week prior to the expected birth or placement of the Child. Where a Secondary Caregiver takes additional paid leave in accordance with clause 57.6, the additional leave will commence on the date the Employee takes on primary responsibility for the care of a Child.
- (c) The Library and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- (d) The period of parental leave for the purpose of calculating an Employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the Child, irrespective of when the Employee elects to use any paid entitlements they may have under this clause.

57.18 Rules for taking parental leave entitlements

- (a) Parental leave is to be available to only one parent at a time, except parents may take up to eight weeks leave concurrently with each other, comprising any paid leave to which the Employee may be eligible for under clause 57.3 or unpaid, in connection with the birth or adoption of their Child (**Concurrent Leave**).
 - (i) Concurrent Leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
 - (ii) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Library otherwise agrees.
- (b) While an Employee's eligibility for parental leave is determined at the time of birth or adoption of the Child, the Employee and the Library may agree to permit the Employee to use the paid leave entitlements outlined in this clause at any time within the first 52 weeks of parental leave, or where an extension is granted under clause 57.23(b), within the first 78 weeks where clause 57.6 is invoked or otherwise the first 104 weeks.
- (c) Parental leave does not need to be taken in a single continuous period. The Library and Employee will agree on the duration of each block of parental leave. The Library will consider their operational requirements and the Employee's personal and family circumstances in considering requests for parental leave in more than one continuous period. Approval of such requests will not be unreasonably refused.

57.19 Using other accrued leave in conjunction with Parental Leave

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 57.23(b).

57.20 Public holidays during a period of paid parental leave

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

57.21 Effect of unpaid parental leave on an Employee's continuity of employment

Other than provided for in clause 64 (Long Service Leave), unpaid parental leave under clauses 57.4, 57.5, 57.23 and 57.29 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

57.22 Keeping in touch days

- (a) During a period of parental leave, the Library 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 FW Act.

57.23 Extending parental leave

- (a) **Extending the period of parental leave where the initial period of parental leave is less than 52 weeks**
 - (i) An Employee, who is on an initial period of parental leave of less than 52 weeks under clause 57.4 or 57.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
 - (ii) The Employee must notify the Library in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- (b) **Right to request an extension to parental leave beyond the initial 52-week period to a maximum of 104 weeks**
 - (i) An Employee who is on parental leave under clause 57.4 or 57.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
 - (ii) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
 - (iii) The Employee's request must be in writing and given to the Library 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 Library 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 Library must not refuse the request unless the Library has given the Employee a reasonable opportunity to discuss the request.
- (vi) The Library must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

57.24 Total period of parental leave

- (a) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (b) In the case of a couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under clause 57.4 or 57.5 will reduce by the period of any extension taken by a member of the couple under clause 57.23.

57.25 Calculation of pay for the purposes of parental leave

- (a) The calculation of weekly pay for paid parental leave purposes will be based on the Employee's average number of ordinary hours over the past three years from the proposed commencement date of parental leave (**Averaging Period**).
- (b) Where an Employee has less than three years of service the Averaging Period will be their total period of service in the VPS.
- (c) The calculation will exclude any of the following periods which fall during the Averaging Period:
 - (i) periods of unpaid parental leave; and
 - (ii) any time worked at a reduced time fraction in order to better cope during pregnancy; and
 - (iii) authorised unpaid leave for an unforeseen reason beyond the Employee's control; and
 - (iv) time worked at a reduced time fraction on returning to work after a period of parental leave under clause 57.30(c).
- (d) For the purposes of clause 57.25(c)(iii), an 'unforeseen reason beyond the Employee's control' may include, for example, a personal illness or injury suffered by the Employee, or the care or support of an ill or injured Immediate Family or household member by the Employee. But would not include leave taken for lifestyle or personal reasons, career breaks or leave to undertake other employment.
- (e) The average number of weekly hours, determined in accordance with clause 57.25(a) above, will be then applied to the annual Salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

57.26 Half Pay

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

57.27 Employer Superannuation contributions in respect of Primary Caregiver Parental Leave

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave will be entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave, subject to requirements in clause 39.5 (Superannuation).

57.28 Effect of parental leave on progression for Primary Caregivers

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave may be entitled to Progression Steps or Amounts forgone as a result of being on parental leave in accordance with clause 32 (Performance Development Progression).

57.29 Commonwealth Paid Parental Leave

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

57.30 Returning to Work

(a) Returning to work early

- (i) During the period of parental leave an Employee may return to work at any time as agreed between the Library 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 Library immediately and the Library 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 Library of their return to work after a period of parental leave.
- (ii) Subject to clause 57.30(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 57.14 above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position

as nearly comparable in status and pay to that of their former position.

(c) **Returning to work at a reduced time fraction**

- (i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction.
- (ii) Where an Employee wishes to make a request under clause 57.30(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.

57.31 Lactation breaks

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

57.32 Consultation and Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Library 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 Library 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 Library of changes of address or other contact details which might affect the Library's capacity to comply with clause 57.32(a).

57.33 Extended Family Leave

- (a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this

clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years from the commencement date of parental leave.

- (b) The Employee must make an application for Extended Family Leave each year.
- (c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- (d) Upon return to work the Library may reallocate the Employee to other duties.

57.34 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before the Library engages a replacement Employee the Library 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 21.3 on the use of fixed term employment to replace the Employee does not apply in this case.

57.35 Casual Employees

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

58 Surrogacy Leave

58.1 Entitlement to Leave

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

- (a) Pre-Natal leave in accordance with clause 57.7 of the Agreement, and
- (b) six weeks of paid leave.

58.2 Continuing to work while pregnant

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

58.3 Transfer to safe job

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

58.4 Commencement of Surrogacy Leave

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

58.5 Surrogacy Leave and other entitlements

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

58.6 Personal/Carer's Leave

A pregnant Employee, not then on Surrogacy Leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause 53.

58.7 Special Surrogacy Leave

- (a) 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:
 - (i) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 53;
 - (ii) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under this clause 58.1.

58.8 Public holidays during a period of paid surrogacy leave

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

58.9 Notice and Evidentiary Requirements

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

59 Foster and Kinship Care Leave

- 59.1** An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per calendar year to be taken at the time the placement of the child with the Employee commences.
- 59.2** For the purposes of this clause Foster and Kinship Care includes:
 - (a) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
 - (b) Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
 - (c) Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- 59.3** Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Families, Fairness and Housing, the Children's Court or other similar federal, state or judicial authority.
- 59.4** Subject to the approval of the Library, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.

- 59.5** In the case of foster carers, one occasion totalling up to two days duration may be used for accreditation purposes, including attending compulsory interviews or training.
- 59.6** The Library may require the Employee to provide reasonable evidence to satisfy themselves of the Employee's entitlement to leave under this provision.

60 Gender Transition Leave

- 60.1** The Library encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.
- 60.2** Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.
- 60.3** Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 60.4 Amount of gender transition leave**
- (a) An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:
 - (i) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures; and
 - (ii) up to 48 weeks of unpaid leave.
 - (b) Essential gender affirmation procedures may include:
 - (i) medical or psychological appointments; or
 - (ii) hormonal appointments; or
 - (iii) surgery and associated appointments; or
 - (iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (v) any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Library.
 - (c) An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
 - (d) Gender Transition Leave may be taken as consecutive, single or part days as agreed with the Library.
 - (e) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

60.5 Gender Transition Leave – Casual employees

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

60.6 Notice and evidence requirements

- (a) An Employee seeking to access Gender Transition Leave must provide the Library with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Library.
- (b) An Employee seeking to access Gender Transition Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.
- (c) For the purpose of this clause, Registered Practitioner has the same meaning as set out in clause 53.3(d).

61 Leave to Attend Rehabilitation Program

61.1 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:

- (a) the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;
- (b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
- (c) in the case of an alcohol or drug addiction, a Registered Practitioner has certified that in their 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; or
- (d) in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

61.2 On production of proof of attendance at an approved rehabilitation program in accordance with clause 61.1, an Employee may be granted leave as follows:

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

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days

4 years	33 days	25 days
5 or more years	40 days	30 days

- (b) 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.

61.3 For the purpose of this clause, Registered Practitioner has the same meaning as set out in clause 53.3(d).

62 Cultural and Ceremonial Leave

62.1 NAIDOC Week Leave

- (a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- (b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

62.2 Leave to attend Aboriginal community meetings

The Library may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

62.3 Leave to attend Annual General Meetings of Aboriginal community organisations

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

62.4 Ceremonial leave

- (a) Ceremonial leave will 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 lore.
- (b) Where ceremonial leave is taken for the purposes outlined in clause 62.4(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 62.4 is in addition to compassionate leave granted under clause 56.

63 Leave to participate in the First Peoples' Assembly of Victoria

- 63.1** An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days paid leave per calendar year to fulfil their official functions during their term of office.
- 63.2** Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Library.
- 63.3** Where in any calendar year an Employee exhausts their entitlement under this clause the Library may grant further paid or unpaid leave, under clause 72 (Other Leave), to support the Employee's representative functions.
- 63.4** The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Library.
- 63.5** Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

64 Long Service Leave

64.1 Basic Entitlement and accrual

- (a) Long service leave is paid leave accrued during periods of continuous employment, as defined in the *Long Service Leave Act 2018* (Vic).
- (b) The entitlement for each 10 years' continuous employment is 3 months' long service leave.

64.2 When can Long Service Leave be accessed?

- (a) An Employee is entitled to take long service leave on a pro-rata basis after seven years of Continuous Employment, and at any time after that in accordance with clause 64.3.
- (b) An Employee with seven or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual on the date their employment ends.
- (c) Despite clause 64.2(b) an Employee with 4 or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual if:
 - (i) on account of age or ill health the Employee retires or is retired; or
 - (ii) the employment of the Employee is terminated for any reason except for serious misconduct or resignation; or
 - (iii) the Employee dies.

64.3 Taking long service leave

- (a) Long service leave will be taken at a time convenient to the needs of the Library and Employee.

- (b) Long service leave may be taken for any period of not less than 1 day.
- (c) A Public Holiday falling within a period of approved long service leave is not regarded as part of the long service leave. An Employee is entitled to take and be paid for a public holiday falling within a period of approved long service leave.
- (d) On return from leave, the Employee will revert to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Library and the Employee.

64.4 Payment while on long service leave

- (a) While on long service leave the Library will continue to pay the Employee using the same method and frequency as if the Employee was not on long service leave.
- (b) Payment to an Employee for or in lieu of long service leave includes:
 - (i) the salary the Employee is entitled to receive on the day on which the Employee starts long service leave, calculated on the Employee's normal weekly hours of work; and
 - (ii) salary maintenance if the Employee is receiving salary maintenance; and
 - (iii) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and
 - (iv) any annual allowance payable to the Employee which the Library determines should be included, except excluding (if relevant):
 - any payment of overtime or shift allowances; and
 - any travelling or transport allowance; and
 - any allowance which is a reimbursement of an expenditure.
- (c) If no normal weekly number of hours of work is fixed for an Employee's work or the normal weekly number of hours of work is fixed but changed one or more times during the 104 weeks immediately before the Employee starts long service leave, the Employee's normal weekly hours are the greatest of the average ordinary hours worked by the Employee in the preceding 52 weeks, 260 weeks or the period of the Employee's continuous employment with the Library, in accordance with the *Long Service Leave Act 2018* (Vic).

64.5 Long service leave at half pay

- (a) An Employee may request the Library to grant the Employee a period of long service leave twice as long as the period to which the Employee would otherwise be entitled and at a rate of pay equal to half the amount payable pursuant to clause 64.4.
- (b) The Library will grant such a request unless it has reasonable business grounds for refusing the request.

64.6 Previous employment which counts towards Continuous Employment

- (a) Service in previous employment in any employer referred to in clause 64.7 counts towards Continuous Employment where the service concluded within 12 months of the commencement or re-commencement of employment with the Library.
- (b) An Employee is not entitled to long service leave (or payment for long service leave):
 - (i) for a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from a different employer or for previous employment; or
 - (ii) where the Employee has received long service leave (or a payment in respect of long service leave) from a different employer or for previous employment.

64.7 Service with other employers that counts towards Continuous Employment

- (a) The following service will be recognised as Continuous Employment for the purposes of long service leave:
 - (i) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or
 - (ii) any service with a public entity under the PAA; or
 - (iii) any service with a local government authority that is established by or under a law of Victoria.
- (b) In addition, the Library may recognise service with
 - (i) a public sector authority; or
 - (ii) a local governing authority of the Commonwealth, a State other than Victoria or a Territory of Australia.
- (c) For the purposes of clause 64.7(a) and 64.7(b) authority means an authority, whether incorporated or not, that is constituted:
 - (i) by or under a law of a State, the Commonwealth or a Territory of Australia; and
 - (ii) for a public purpose.
- (d) Where an Employee believes they have service with other employers which should be counted towards Continuous Employment, the Employee should make application to the Library seeking this service be counted towards the Employee's period of Continuous Employment within six months of an Employee's starting date with the Library. The Library will take reasonable steps within this period to ascertain from the Employee whether the Employee has prior service.

65 Defence Reserve Leave

- 65.1** An Employee required to complete Defence Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.

- 65.2** The Employee will consult with the Library regarding the proposed timing of the service. Applications for leave under this clause must be made with as much notice as is possible and be accompanied by evidence supporting the call to duty or reason for the service.
- 65.3** Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during their ordinary hours of work is below the Employee's VPS Salary, the Library will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.
- 65.4** **Preservation of prior entitlement**
- 65.5** For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

66 Jury Service

- 66.1** An Employee required to attend for jury service under the *Juries Act 2000* (Vic) is entitled to leave with pay for the period during which their attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.
- 66.2** Any payment made to the Employee in accordance with the *Juries Act 2000* (Vic) for serving as a juror during their ordinary hours of work must be repaid to the Library, less an amount for reasonable expenses actually incurred.

67 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 twelve weeks.

68 Leave to Engage in Voluntary Emergency Management Activities

- 68.1** An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave with pay for:
- (a) time when the Employee engages in the activity; and
 - (b) reasonable travelling time associated with the activity; and
 - (c) reasonable rest time immediately following the activity.
- 68.2** The Employee must advise the Library as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise the Library of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Library.
- 68.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 68.4** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the

period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Library.

69 Voluntary Community Activities Leave

- 69.1** An Employee is entitled to leave with pay of up to 10 days, per calendar year, to fulfil official functions during their term of office as an elected member of
- (a) a Local Government Council; or
 - (b) a committee of management of a not-for-profit community organisation which operates under a formal legal structure subject to applicable State of Federal legislation.
- 69.2** Leave will be subject to Library's operational needs
- 69.3** Leave will be available for any of the following purposes:
- (a) To enable the Employee to attend any training program required to meet grant, funding or governance obligations; or
 - (b) Participate in a community event as part of their role with the organisation; or
 - (c) Participate in consultation relevant to their role in the organisation; or
 - (d) Any other purpose agreed with the Library.
- 69.4** Leave will not accrue from year to year and cannot be cashed out on termination of employment.

70 Participation in Sporting Events

- 70.1** Leave with pay up to a maximum of two weeks in any two calendar year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.
- 70.2** The length of absence from work and travel arrangements for participation in sporting events must be agreed with the Library in advance before leave may be granted.

71 Study Leave

- 71.1** The Library acknowledges that learning and development benefits both the Employee and Library.
- 71.2** The Library may grant to any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.
- 71.3** The Library may grant any Employee time off without loss of pay under this clause for professional development including Continuing Professional Development (CPD), short courses, micro-credentialing or other training.
- 71.4** In determining whether to grant study leave, the Library will consider matters such as the relevance of the proposed study to the Employee's employment, the development of the Employee's capability and skills, alignment to organisational goals and the reasonable operational requirements of the Library.

- 71.5** The Library may grant an Employee, the following leave entitlements:
- (a) paid leave to enable travel to and attendance of up to seven hours of classroom activity or related project work per week; and
 - (b) up to five days paid leave per annum to:
 - (i) prepare for and attend examinations associated with the course of study; or
 - (ii) finish major project work required to complete an accredited course of study, professional development, short course, micro-credentialing or other training.
- 71.6** The Library may grant additional leave with or without pay as considered necessary.
- 71.7** Part-time Employees may be granted Study Leave on a pro-rata basis calculated on the number of ordinary hours worked.
- 71.8** In determining the amount of any leave to be granted under clause 71.2, the Library will have regard to the course requirements, the Library's operational requirements and the development of the Employee.
- 71.9** Where an Employee undertakes an accredited course of study professional development, short course, micro-credentialing or other training, the Employee may be expected to complete some of the course requirements in their own time.
- 71.10** The paid leave provided for in clause 71.5(a) may be used weekly or, with the approval of the Library, banked to support attendance at intensive courses. Study leave will not accrue from year to year and will not be paid out on termination

72 Other Leave

- 72.1** An Employee may be granted leave with or without pay by the Library for any purpose.
- 72.2** Leave under this clause may be granted for purposes including:
- (a) cultural and religious purposes; or
 - (b) activities inherently associated with an Employee's disability not already provided for by specific leave entitlements under this Agreement or otherwise agreed with the Library; or
 - (c) paid family violence leave for casual employees.
- 72.3** Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

Part 8 – Occupational Health and Safety

73 Accident Make-Up Pay

- 73.1** 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* (Vic), the Employee will

be entitled to accident make-up pay equivalent to their normal Salary less the amount of weekly compensation payments.

73.2 Payment – maximum entitlement

- (a) The Library will continue to provide accident make-up pay to the Employee for either a continuous period of 52 weeks, or an aggregate period of 261 working days, or an aggregate of 1984 hours, unless employment ceases.
- (b) An entitlement to accident make-up pay will cease when the Employee has been absent from work for either a continuous period of 52 weeks, or an aggregate period of 261 working days, or an aggregate of 1984 hours or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) cease.
- (c) The Library may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

73.3 For the avoidance of doubt, an Employee may, with the Library's consent, take annual leave or long service leave whilst receiving accident make up pay.

73.4 For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

74 Work Health and Safety

74.1 Objectives

- (a) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Work Health and Safety (**WHS**) issues.
- (b) The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their health and safety representatives, of management systems and procedures designed to, so far as is practicable to:
 - (i) identify, assess and control workplace hazards; and
 - (ii) reduce the incidence and cost of occupational injury and illness; and
 - (iii) identify and appropriately manage work and work practices which impact on OH&S; and
 - (iv) provide a rehabilitation system for Employees affected by occupational injury or illness; and
 - (v) consider the impact of changes to work practices and staffing on occupational health and safety, and
 - (vi) ensure that health and safety representatives can exercise their powers to the extent provided for in the *Occupational Health and*

Safety Act 2004 (Vic) and the Occupational Health and Safety Regulations 2017.

- (c) WHS statutory requirements, including regulations and codes of practice/ compliance codes are minimum standards and will be improved upon where practicable.

74.2 WHS consultation

- (a) Consultative mechanisms will be maintained to address WHS issues. Such mechanisms will be:
 - (i) in accordance with the *Occupational Health and Safety Act 2004 (Vic)*; and
 - (ii) established in consultation with Employees and their health and safety representatives; and
 - (iii) consistent with the rights and functions of health and safety representatives, consistent with the *Occupational Health and Safety Act 2004 (Vic)*.
- (b) Where a WHS committee is established at least half the members shall be Employees, including health and safety representatives.
- (c) The WHS committee must operate within the requirements of the *Occupational Health and Safety Act 2004 (Vic)*.
- (d) A CPSU workplace representative may attend local WHS committee meetings (by giving notice) from time to time.

74.3 WHS training

- (a) Workplace training programs, including induction and on-the-job training will outline relevant details of WHS policies and procedures.
- (b) The contents of WHS training programs will outline the WHS roles and responsibilities of Employees, managers and supervisors, WHS policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and WHS systems to identify hazards and instigate preventative action.

74.4 Designated Work Groups and Health and Safety Representatives

- (a) The Parties will review the Designated Work Groups (**DWGs**), and negotiate revised DWGs where appropriate through workplace consultative structures.
- (b) The CPSU will be notified of vacancies for health and safety representatives in DWGs where the majority of DWG Employees are eligible to be members of the CPSU.
- (c) Each elected health and safety representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a health and safety representative including but not limited to regularly inspecting workplaces (as defined by their DWG), consulting with Employees in their DWGs, WHS representatives and other

persons involved in the organising of Employees' health, safety and welfare.

- (d) The Library will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected health and safety representatives for identified DWGs. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- (e) To monitor the maintenance of effective WHS structures and training delivery the parties will jointly establish a central register or local registers of DWGs and their health and safety representatives. The register will be maintained by the Library from information provided on a quarterly basis from each region/workplace.
- (f) Information from the updated register(s) will be provided in electronic format to the CPSU upon request. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic). Where possible, this information will include:
 - (i) a description, including the location, of each DWG; and
 - (ii) the name of each elected health and safety representative, their workplace contact details and email address; and
 - (iii) the date the health and safety representative was elected; and
 - (iv) a description of the training the health and safety representative has attended and the date of attendance; and
 - (v) the name and contact details of the nominated management representative responsible for each DWG; and
 - (vi) details of the structure of WHS committees, their meeting frequency and the name and contact details of the committee convener.

74.5 Bullying and violence at work

The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace, including by taking reasonable steps to:

- (a) ensure Employee awareness of expected standards of behaviour, Employee duties in respect of occupational health and safety and of what constitutes and how to prevent and address negative workplace behaviour;
- (b) ensure supervisor and manager capability to prevent and manage negative workplace behaviour;
- (c) ensure consistent, best practice processes for managing negative behaviour in accordance with clause 28 processes.

74.6 Employee support and debriefing

- (a) The Library will provide support and debriefing to Employees who have directly or vicariously experienced a "critical incident" during the course of the work that results in personal distress or psychological trauma. The Library is committed to assisting the recovery of Employees experiencing

distress or trauma following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

- (b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an Employee who was involved in or witnessed, or otherwise deals with and/or is exposed through their course of their duties to the details of such an incident.
- (c) Critical incidents in the workplace environment include, but are not limited to:
 - (i) aggravated assaults; or
 - (ii) robbery; or
 - (iii) suicide or attempted suicide; or
 - (iv) murder; or
 - (v) sudden or unexpected death; or
 - (vi) hostage or siege situations; or
 - (vii) discharge of firearms; or
 - (viii) vehicle accidents involving injury and/or substantial property damage; or
 - (ix) acts of self-harm by persons in the care of others; or
 - (x) industrial accidents involving serious injury or fatality; or
 - (xi) accounts of sexual violence; or
 - (xii) accounts of child abuse and domestic violence; or
 - (xiii) any other serious accidents or incidents.

75 Industrial Relations/Work Health and Safety Training

- 75.1** In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, Employees who have been nominated by the CPSU and have been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly affect the operations of the Library.
- 75.2** The Employee may be granted the leave specified in clause 75.1 where the Library is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, work health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.
- 75.3** An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days.

- 75.4** An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training organisation of their choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Library's operations. The Library shall meet any reasonable costs incurred. Leave under this clause 75.4 must only be granted to an Employee on one occasion and is additional to any other leave granted under this clause.
- 75.5** Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the *Occupational Health and Safety Act 2004* (Vic), which is relevant to the functions of the DWG.

76 Facilities, Equipment and Accommodation - General

- 76.1** The Library 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.
- 76.2** The Library shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

77 Agreement Compliance and Union Related Matters

77.1 Partnership between the Library and the Union

- (a) 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:
- (i) Cooperative and consultative relationships between management, Employees and the CPSU;
 - (ii) Management, Employee and CPSU relationships to be based on mutual respect, trust and preparedness to consider alternative viewpoints;
 - (iii) Collective negotiations between management and Employees, involving a joint problem solving approach focusing on long term gains for all parties;
 - (iv) Working within a progressive industrial relations culture to achieve a high performance public sector agency with an effective workplace partnership;
 - (v) 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.
- (b) An Accredited Representative of the CPSU shall be released by the Library from normal duties for such periods of time as may be reasonably

necessary to enable them to carry out their representative functions. Such release must not unduly affect the operations of the Library.

- (c) As part of this the Library will include a current listing of CPSU delegates and their contact details within its Corporate Induction kit.
- (d) 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 CPSU, provided that such communication is not offensive or improper.

77.2 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 CPSU 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.

77.3 Protection

- (a) 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 Accredited Representative of the CPSU, engagement in lawful activities as an authorised representative of the CPSU or on the basis of their membership of the CPSU or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.
- (b) 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 the CPSU, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

77.4 Employee Representation on CPSU SPSF Victorian Branch Council

- (a) The CPSU will notify the Library which of the Employees are CPSU SPSF Victorian Branch Council members, and will notify the Library as soon as practicable in the event that an Employee ceases to be a CPSU SPSF Victorian Branch Council member.
- (b) Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the CPSU will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.
- (c) Additional paid leave will be granted to Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:
 - (i) Federal Executive and Federal Council meetings of the CPSU; and

- (ii) the Australian Council of Trade Unions' triennial conference.
- (d) On application, the Library may grant leave without pay to an Employee for the purposes of secondment to work for the CPSU.

78 Right of Entry

- 78.1** For the purposes of ensuring compliance with this Agreement and the FW Act, an official of the CPSU who has been issued with an entry permit by the FWC pursuant to section 512 of the FW Act will be permitted access to the workplace provided they comply with the provisions set out in Part 3-4 of the FW Act.
- 78.2** A permit holder may only enter the workplace for the purposes permitted by and in compliance with the provisions of Part 3-4 of the FW Act.
- 78.3** Subject to clauses 78.1 and 78.2 a permit holder may enter the premises and shall adhere to the principles that they must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

Schedule A – Grandfathered Employees – Library Officers

Clause 16

201293

181893

131055

201469

154152

201724

153482

200060

201816

200129

201937

200681

127627

200499

201856

201505

201853

201889

176415

201003

200611

201605

201602

201281

200588

201198

201181

201050

201888

201180

Schedule B – Redeployment

Clause 26

Redeployment of ongoing Employees identified as surplus to the requirements of the Library will be based on the principles below. Fixed term and casual Employees by the nature of their contract of employment do not have access to these redeployment, redundancy and retrenchment provisions.

- 1 The redeployment of surplus Employees will occur wherever practical and will be consistent with the application of merit.
- 2 Redeployment period
 - (a) The redeployment period will typically continue for a period of 3 months although this may be reduced after consultation with the Employee where all training and redeployment strategies have been exhausted.
 - (b) Redeployment arrangements will be reviewed at the end of the initial 3 month period. If management is confident that a successful placement can be achieved the redeployment period may continue with 3 monthly reviews.
- 3 A skills and training needs assessment will be conducted and attempts will be made to redeploy the Employee into a position at a comparable classification and salary within the Library.
- 4 Surplus Employees have priority to be placed in vacancies that occur within the Library where the role requires comparable skills and is at a comparable VPS classification and salary.
- 5 Where a non-comparable vacancy exists for which a redeployee is suitable and is the only candidate or the best candidate amongst redeployees, the position will be offered to the suitably qualified Employee (which may be at the same or different level or status or the same or different general location as the Employee's previous position).
- 6 Where a placement at a comparable level is not possible, the Employee may be placed in a position at a lower classification with salary maintenance for a period of six months.
- 7 Appropriate career transition support will be provided which may include counselling, provision of job search skills and retraining to assist in achieving placements.
- 8 Where a suitable placement is unable to be provided for the Employee, the Library may terminate the Employee's employment and the Employee will be entitled to receive redundancy and retrenchment payments in line with the Victorian Governments Redundancy, Redeployment and retrenchment policy at the time. This policy does not form part of this Agreement.
- 9 Retrenchment and payment of a redundancy package to be used as an action of last resort where redeployment within the redeployment period of three months does not appear likely.

Schedule C – Salary Schedule

Effective 20 March 2020

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$48,623	\$51,616	1.1.1	\$48,623
					1.1.2	\$49,619
					1.1.3	\$50,617
					1.1.4	\$51,616
	2	2.1	\$53,280	\$60,851	2.1.1	\$53,280
					2.1.2	\$54,362
					2.1.3	\$55,443
					2.1.4	\$56,527
					2.1.5	\$57,605
					2.1.6	\$58,689
					2.1.7	\$59,770
					2.1.8	\$60,851
		2.2	\$61,931	\$68,421	2.2.1	\$61,931
					2.2.2	\$63,013
					2.2.3	\$64,094
					2.2.4	\$65,177
					2.2.5	\$66,256
					2.2.6	\$67,340
					2.2.7	\$68,421
	3	3.1	\$69,917	\$77,407	3.1.1	\$69,917
					3.1.2	\$71,416
					3.1.3	\$72,915
					3.1.4	\$74,412
					3.1.5	\$75,907
					3.1.6	\$77,407
		3.2	\$78,903	\$84,895	3.2.1	\$78,903

					3.2.2	\$80,403
					3.2.3	\$81,900
					3.2.4	\$83,395
					3.2.5	\$84,895
	4	4.1	\$86,558	\$98,210	4.1.1	\$86,558
					4.1.2	\$88,502
					4.1.3	\$90,443
					4.1.4	\$92,381
					4.1.5	\$94,327
					4.1.6	\$96,268
					4.1.7	\$98,210
Senior Officer	5	5.1	\$99,872	\$110,355		\$2,994
		5.2	\$110,357	\$120,838		
	6	6.1	\$122,502	\$143,219		\$3,780
		6.2	\$143,220	\$163,934		
Senior Technical Specialist	7	7.1	\$166,390	\$186,355		\$6,209
		7.2	\$186,359	\$206,325		
		7.3	\$206,325	\$226,292		

Effective 1 December 2020

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$49,231	\$52,261	1.1.1	\$49,231
					1.1.2	\$50,239
					1.1.3	\$51,250
					1.1.4	\$52,261
	2	2.1	\$53,946	\$61,612	2.1.1	\$53,946
					2.1.2	\$55,042
					2.1.3	\$56,136
					2.1.4	\$57,234
					2.1.5	\$58,325
					2.1.6	\$59,423
					2.1.7	\$60,517
					2.1.8	\$61,612
		2.2	\$62,705	\$69,276	2.2.1	\$62,705
					2.2.2	\$63,801
					2.2.3	\$64,895
					2.2.4	\$65,992
					2.2.5	\$67,084
					2.2.6	\$68,182
					2.2.7	\$69,276
	3	3.1	\$70,791	\$78,375	3.1.1	\$70,791
					3.1.2	\$72,309
					3.1.3	\$73,826
					3.1.4	\$75,342
					3.1.5	\$76,856
					3.1.6	\$78,375
		3.2	\$79,889	\$85,956	3.2.1	\$79,889
					3.2.2	\$81,408
					3.2.3	\$82,924

	4	4.1	\$87,640	\$99,438	3.2.4	\$84,437
					3.2.5	\$85,956
					4.1.1	\$87,640
					4.1.2	\$89,608
					4.1.3	\$91,574
					4.1.4	\$93,536
					4.1.5	\$95,506
					4.1.6	\$97,471
					4.1.7	\$99,438
Senior Officer	5	5.1	\$101,120	\$111,734		\$3,031
		5.2	\$111,736	\$122,348		
	6	6.1	\$124,033	\$145,009		\$3,827
		6.2	\$145,010	\$165,983		
Senior Technical Specialist	7	7.1	\$168,470	\$188,684		\$6,287
		7.2	\$188,688	\$208,904		
		7.3	\$208,904	\$229,121		

Effective 1 September 2021

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$49,231	\$53,045	1.1.1	\$49,969
					1.1.2	\$50,993
					1.1.3	\$52,019
					1.1.4	\$53,045
	2	2.1	\$54,755	\$62,536	2.1.1	\$54,755
					2.1.2	\$55,868
					2.1.3	\$56,978
					2.1.4	\$58,093
					2.1.5	\$59,200
					2.1.6	\$60,314
					2.1.7	\$61,425
					2.1.8	\$62,536
		2.2	\$63,646	\$70,315	2.2.1	\$63,646
					2.2.2	\$64,758
					2.2.3	\$65,868
					2.2.4	\$66,982
					2.2.5	\$68,090
					2.2.6	\$69,205
					2.2.7	\$70,315
	3	3.1	\$71,853	\$79,551	3.1.1	\$71,853
					3.1.2	\$73,394
					3.1.3	\$74,933
					3.1.4	\$76,472
					3.1.5	\$78,009
					3.1.6	\$79,551
		3.2	\$81,087	\$87,245	3.2.1	\$81,087
					3.2.2	\$82,629
					3.2.3	\$84,168

					3.2.4	\$85,704
					3.2.5	\$87,245
	4	4.1	\$88,955	\$100,930	4.1.1	\$88,955
					4.1.2	\$90,952
					4.1.3	\$92,948
					4.1.4	\$94,939
					4.1.5	\$96,939
					4.1.6	\$98,933
					4.1.7	\$100,930
Senior Officer	5	5.1	\$102,637	\$113,410		\$3,076
		5.2	\$113,412	\$124,183		
	6	6.1	\$125,893	\$147,184		\$3,884
		6.2	\$147,185	\$168,473		
Senior Technical Specialist	7	7.1	\$170,997	\$191,514		\$6,381
		7.2	\$191,518	\$212,038		
		7.3	\$212,038	\$232,558		

Effective 1 June 2022

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$50,594	\$53,708	1.1.1	\$50,594
					1.1.2	\$51,630
					1.1.3	\$52,669
					1.1.4	\$53,708
	2	2.1	\$55,439	\$63,318	2.1.1	\$55,439
					2.1.2	\$56,566
					2.1.3	\$57,690
					2.1.4	\$58,819
					2.1.5	\$59,940
					2.1.6	\$61,068
					2.1.7	\$62,193
					2.1.8	\$63,318
		2.2	\$64,442	\$71,194	2.2.1	\$64,442
					2.2.2	\$65,567
					2.2.3	\$66,691
					2.2.4	\$67,819
					2.2.5	\$68,941
					2.2.6	\$70,070
					2.2.7	\$71,194
	3	3.1	\$72,751	\$80,545	3.1.1	\$72,751
					3.1.2	\$74,311
					3.1.3	\$75,870
					3.1.4	\$77,428
					3.1.5	\$78,984
					3.1.6	\$80,545
		3.2	\$82,101	\$88,336	3.2.1	\$82,101
					3.2.2	\$83,662
					3.2.3	\$85,220

	4	4.1	\$90,067	\$102,192	3.2.4	\$86,775
					3.2.5	\$88,336
					4.1.1	\$90,067
					4.1.2	\$92,089
					4.1.3	\$94,110
					4.1.4	\$96,126
					4.1.5	\$98,151
					4.1.6	\$100,170
					4.1.7	\$102,192
Senior Officer	5	5.1	\$103,920	\$114,828		\$3,114
		5.2	\$114,830	\$125,735		
	6	6.1	\$127,467	\$149,024		\$3,933
		6.2	\$149,025	\$170,579		
Senior Technical Specialist	7	7.1	\$173,134	\$193,908		\$6,461
		7.2	\$193,912	\$214,688		
		7.3	\$214,688	\$235,465		

Effective 1 March 2023

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$51,353	\$54,514	1.1.1	\$51,353
					1.1.2	\$52,404
					1.1.3	\$53,459
					1.1.4	\$54,514
	2	2.1	\$56,271	\$64,268	2.1.1	\$56,271
					2.1.2	\$57,414
					2.1.3	\$58,555
					2.1.4	\$59,701
					2.1.5	\$60,839
					2.1.6	\$61,984
					2.1.7	\$63,126
					2.1.8	\$64,268
		2.2	\$65,409	\$72,262	2.2.1	\$65,409
					2.2.2	\$66,551
					2.2.3	\$67,691
					2.2.4	\$68,836
					2.2.5	\$69,975
					2.2.6	\$71,121
					2.2.7	\$72,262
	3	3.1	\$73,842	\$81,753	3.1.1	\$73,842
					3.1.2	\$75,426
					3.1.3	\$77,008
					3.1.4	\$78,589
					3.1.5	\$80,169
					3.1.6	\$81,753
		3.2	\$83,333	\$89,661	3.2.1	\$83,333
					3.2.2	\$84,917
					3.2.3	\$86,498

					3.2.4	\$88,077
					3.2.5	\$89,661
	4	4.1	\$91,418	\$103,725	4.1.1	\$91,418
					4.1.2	\$93,470
					4.1.3	\$95,522
					4.1.4	\$97,568
					4.1.5	\$99,623
					4.1.6	\$101,673
					4.1.7	\$103,725
Senior Officer	5	5.1	\$105,479	\$116,550		\$3,161
		5.2	\$116,552	\$127,621		
	6	6.1	\$129,379	\$151,259		\$3,992
		6.2	\$151,260	\$173,138		
Senior Technical Specialist	7	7.1	\$175,731	\$196,817		\$6,558
		7.2	\$196,821	\$217,908		
		7.3	\$217,908	\$238,997		

Effective 1 December 2023

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$51,867	\$55,059	1.1.1	\$51,867
					1.1.2	\$52,928
					1.1.3	\$53,994
					1.1.4	\$55,059
	2	2.1	\$56,834	\$64,911	2.1.1	\$56,834
					2.1.2	\$57,988
					2.1.3	\$59,141
					2.1.4	\$60,298
					2.1.5	\$61,447
					2.1.6	\$62,604
					2.1.7	\$63,757
					2.1.8	\$64,911
		2.2	\$66,063	\$72,985	2.2.1	\$66,063
					2.2.2	\$67,217
					2.2.3	\$68,368
					2.2.4	\$69,524
					2.2.5	\$70,675
					2.2.6	\$71,832
					2.2.7	\$72,985
	3	3.1	\$74,580	\$82,571	3.1.1	\$74,580
					3.1.2	\$76,180
					3.1.3	\$77,778
					3.1.4	\$79,375
					3.1.5	\$80,971
					3.1.6	\$82,571
		3.2	\$84,166	\$90,558	3.2.1	\$84,166
					3.2.2	\$85,766
					3.2.3	\$87,363

					3.2.4	\$88,958
					3.2.5	\$90,558
	4	4.1	\$92,332	\$104,762	4.1.1	\$92,332
					4.1.2	\$94,405
					4.1.3	\$96,477
					4.1.4	\$98,544
					4.1.5	\$100,619
					4.1.6	\$102,690
					4.1.7	\$104,762
Senior Officer	5	5.1	\$106,534	\$117,716		\$3,193
		5.2	\$117,718	\$128,897		
	6	6.1	\$130,673	\$152,772		\$4,032
		6.2	\$152,773	\$174,869		
Senior Technical Specialist	7	7.1	\$177,488	\$198,785		\$6,624
		7.2	\$198,789	\$220,087		
		7.3	\$220,087	\$241,387		

Schedule D – Occupational Specific Structure for Librarians, Conservators, Library Technicians and Library Assistants

Grade 1	
1.1.1	Entry point for a person with no prior library or other relevant skills, experience and qualifications.
1.1.2	Entry point for person with some relevant work experience. Any new employees that start at the base of Grade 1 will move to this progression point after they have 12 months experience at the library subject to completion of a competency based assessment, which may include meeting performance standards and progression criteria.
1.1.3	
1.1.4	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	
2.1.2	
2.1.3	
2.1.4	
2.1.5	
2.1.6	
2.1.7	
2.1.8	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	
2.2.2	
2.2.3	
2.2.4	
2.2.5	
2.2.6	
2.2.7	

Library Technician Grade 2.1	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.
2.1.2	
2.1.3	
2.1.4	
2.1.5	
2.1.6	
2.1.7	
2.1.8	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 Officer Technician Grade 2.2	
2.2.2	
2.2.3	
2.2.4	
2.2.5	
2.2.6	
2.2.7	
Library Technician Grade 3.1	Entry point for advanced library technician positions on promotion/reclassification and subject to demonstrated knowledge, skills, experience and competency.
3.1.2	
3.1.3	
3.1.4	
3.1.5	
3.1.6	
Librarian/Conservator Grade 2.2	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.

2.2.2	
2.2.3	
2.2.4	New graduates will be able to progress to this progression point after the probationary period and upon completing a competency based assessment.
2.2.5	
2.2.6	
2.2.7	
Librarian/Conservator Grade 3.1	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.
3.1.2	
3.1.3	
3.1.4	
3.1.5	
3.1.6	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	
3.2.2	
3.2.3	
3.2.4	
3.2.5	
Senior Librarian/Conservator Grade 4	Entry point for employees promoted to this level. For example, team leaders or nominated senior positions.
4.1.2	
4.1.3	
4.1.4	
4.1.5	

4.1.6	
4.1.7	
Principal Librarian	Entry point for employees promoted to this level.
5.1	
5.2	

Principles Governing the Occupational Specific Structure.

- Library Officer Grade 2.1 to Library Officer 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 Grade 3.2 is a soft barrier. Librarian/Conservator Grade 3.2 to Senior Librarian/Conservator Grade 4 is a hard barrier. Senior Librarian to Principal Librarian 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 Grade 2, Value Range 4 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 Officers 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.

Schedule E – 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	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> • clear and detailed instructions are provided; tasks are covered by standard procedures; • deviation from procedures or unfamiliar situations are referred to higher levels; and 	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/ or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility</p> <p>Advice and analysis contributes to policy formulation</p>

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

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	<ul style="list-style-type: none"> work is regularly checked <p>Influences own daily work priorities and schedules under direction of supervisor</p>			<p>Analysis and advice contributes to decision making by others</p> <p>Manages budget and resources for the work area</p>		
Innovation and Originality	<p>The focus is on maintaining existing systems and processes</p> <p>Identifies opportunities to improve own efficiency and suggests these to supervisor</p>	<p>Judgement is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Creatively deals with problems within the work area</p>	<p>Initiates improvements to procedures within the work area</p>	<p>Assesses and responds to policy and process changes in the work area</p> <p>Identifies and applies developments within professional field to problem solving within the work area</p>	<p>Innovative thinking is an inherent feature of the job</p> <p>Defines the appropriate methodology in the analysis of policy or research options</p>
Communication	1.1B	2.1B	2.2B	3.1B	3.2B	4.1B
	<p>Provides and receives routine information</p> <p>Communication is mainly focused on routine issues that may require an understanding of the operational context</p>	<p>Explains rules, procedures and operational policies to individual clients or colleagues</p> <p>Presents routine information to small groups and provides</p>	<p>Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups</p>	<p>May lead a team through activities including individual and team performance management and development</p>	<p>Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues</p> <p>Prepares complex operational reports</p>	<p>Conveys specialist concepts and policies to clients, staff and stakeholders</p> <p>Prepares reports, briefs and correspondence on complex issues that</p>

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

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

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

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	
	equipment and computer applications					
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	<p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and prepares simple reports</p>	<p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction or coordinates project steps</p> <p>Contributes to operational service delivery policy development</p>	<p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others</p> <p>Conducts projects of defined scope under direction</p> <p>Obtains, summarises and reports on stakeholder views</p>	<p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects under direction</p> <p>Contributes to planning on large projects</p>	<p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and implements operational policy which impacts the immediate work area</p> <p>Contributes to strategic policy development within a specific field of expertise</p> <p>Manages projects, usually under limited direction</p> <p>Contributes expertise to a team working on complex projects</p> <p>Prepares project scopes and briefs within broad parameters</p>

State Library Victoria Enterprise Partnership Agreement 2020

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	
						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	<p>Provides office support through activities such as using and maintaining standard office equipment and software</p> <p>Drafts routine correspondence and minutes</p> <p>Organises routine meetings and small functions</p> <p>Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1B</p>	<p>Responsible for office support services and systems for a work unit</p> <p>Documents meeting outcomes in more complex situations</p> <p>Provides support to contract administration</p> <p>Demonstrates problem solving in processing work</p> <p>Create and maintains local databases or reporting systems utilising standard software</p> <p>Analyse standard reports and data to identify exceptions</p>	<p>May lead a corporate support team</p> <p>Manages team performance through activities such as monitoring and reporting</p> <p>Maintains corporate databases and completes analysis</p> <p>Monitors and administers straight forward, local contracts and service agreements within a well-defined service delivery framework</p>	<p>Prepares and analyses reports from corporate databases to support decision making in the broader work area</p> <p>Develops local databases or reporting systems</p> <p>Negotiate straight forward, local contracts and service agreements</p>	<p>Leads a larger or complex corporate support work unit</p> <p>Provides specialist administrative and corporate support expertise</p> <p>Negotiates and manages straight forward, corporate contracts and service agreements</p> <p>Drafts reports and recommendations by interpreting and analysing data</p>

State Library Victoria Enterprise Partnership Agreement 2020

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

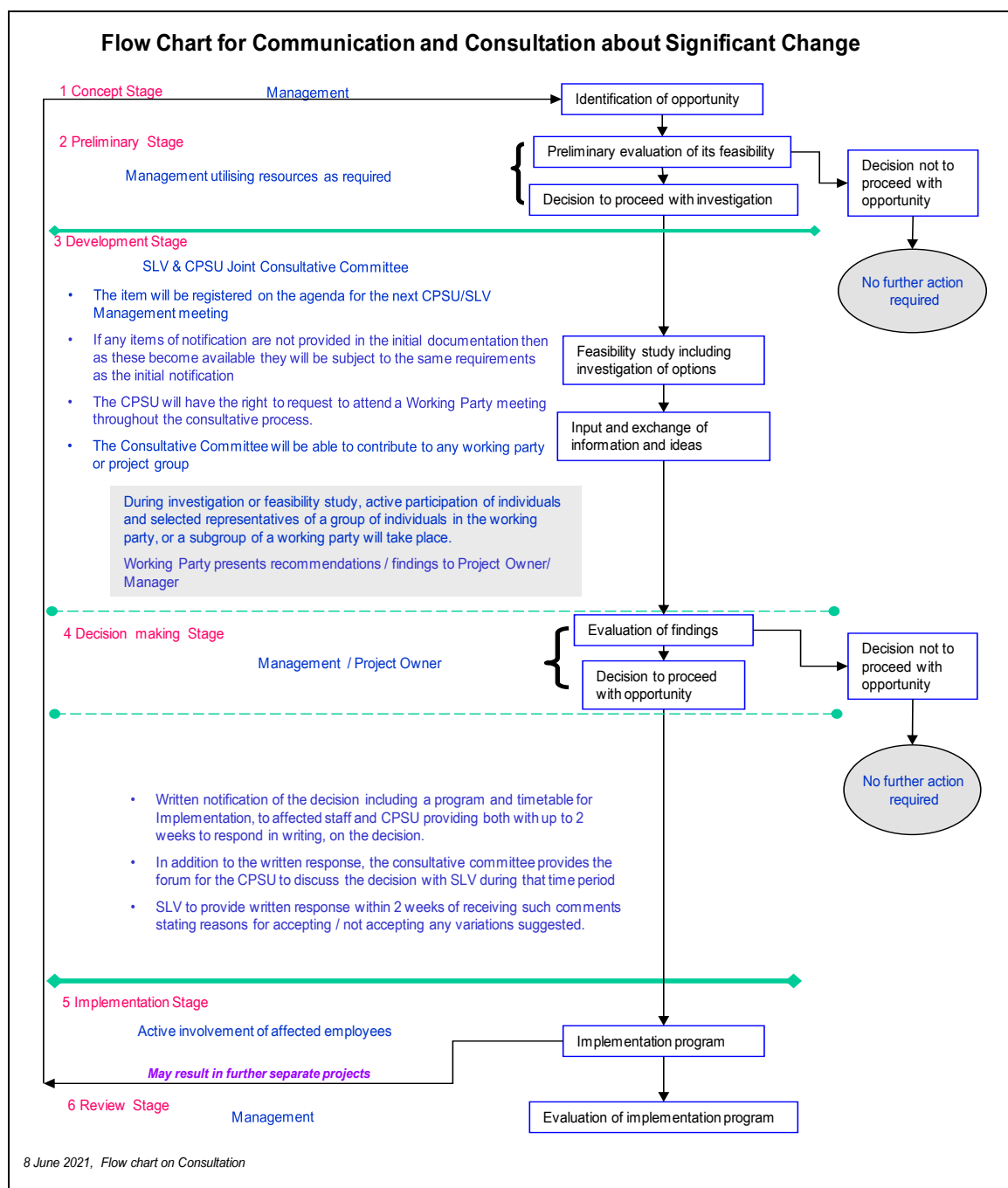
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
Operational Service Delivery	1.1F	2.1F	2.2F	3.1F	3.2F	4.1F
	<p>Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications and individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>Supervises a service delivery team</p> <p>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</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>Reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>

State Library Victoria Enterprise Partnership Agreement 2020

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	
Technical/Specialist	1.1G	2.1G	2.2G	3.1G	3.2G	4.1G
	<p>Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>Modifies routine scientific, technical or specialist procedures to a limited specification</p> <p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>Conducts small to medium scientific, technical or specialist projects defined by others</p> <p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desktop studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>Plan small to medium scientific, technical or specialist projects</p> <p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>Manages a scientific, technical or specialist team and/or projects</p> <p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>

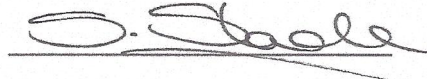
Schedule F – Flowchart for consultation on major change to production, program, operation, structure or technology that is likely to have a significant effect on employees



Execution

SIGNED on behalf and with the authority of
STATE LIBRARY VICTORIA by:

Signature of the Authorised Person:



Name in Full:

Elisabeth Sarah Slade

Address:

328 Swanston Street, Melbourne

Post code:

3000

Explanation of Authority:

Authorised Officer

Position Title:

Acting CEO

Work Site:

State Library Victoria

In the presence of this Witness

Signature of Witness:



Name in Full:

KATHLEEN MARIA BROWN

Occupation:

ACTING DIRECTOR ENABLERS

Address:

328 SWANSTON ST
MELBOURNE VIC 3000

On this date:

9 September 2021

**SIGNED by a representative of the EMPLOYEES
covered by this agreement:**

Signature of the Authorised Person:



Name in Full:

Wayne Townsend

Address:

Level 4/128 Exhibition Street, Melbourne 3000

Explanation of Authority:

Authorised Officer

Position Title:

Branch Assistant Secretary, CPSU/SPSF
Victorian Branch

Work Site:

In the presence of this Witness

Signature of Witness:



Name in Full:

Donna Shell

Occupation:

Industrial Officer

Address:

Level 4/128 exhibition St, Melbourne 3000

On this date:

10.09.2021