

MINISTERIAL STAFF

**COLLECTIVE
AGREEMENT**

2008

Draft (19 Feb 08)

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1 INTERPRETATION & TITLE

This Agreement shall be known as the 'Ministerial Staff Collective Agreement 2008'.

In this Agreement unless otherwise stated or the context otherwise indicates:

'**Minister**' for the purposes of this Agreement means the Minister of the Crown *in whose office the Employee is based* or his/her delegate;

'**Employer**' is the Premier of Victoria acting for and on behalf of the State of Victoria who is employing the Ministerial Officer pursuant to Part 6 of the *Public Administration Act 2004* or its successor. For the purposes of this agreement the Premier's Chief of Staff shall be deemed to be acting with the delegated authority of the Premier;

CPSU means the Community and Public Sector Union;

MEAA means the Media, Entertainment and Arts Alliance;

'**Employment Year**' means each consecutive twelve-month period of the contract from the commencement date;

'**Month**' means a calendar month;

'**Employee**' means the Ministerial staff member covered by this Agreement performing the work described in **clause 11** and **Annexure B** being employed by the Premier and located in the Premier's and Ministerial offices;

'**Ordinary Pay**' means the amount shown as annual salary. For the purposes of leave calculation the annual salary divided by 52.1786 is one week's ordinary pay, and the annual salary divided by 26.0893 is one fortnight's ordinary pay;

'**Position**' means the position specified in this Agreement;

'**Service**' means service as an Employee unless otherwise specified in this Agreement; and

'**Statutory superannuation scheme**' has the meaning as defined in section 3 of the *Superannuation (Public Sector) Act 1992* or its successor.

2 PARTIES BOUND AND SCOPE

2.1 The parties to this Agreement are the signatories in **clause 2.2** and the Employees in **clause 2.3**.

2.2 The signatories to this Agreement are:

2.2.1 the Employees:

2.2.1(a) employed by the Premier, and

2.2.1(b) located in the Premier's and Ministerial Offices, and

2.2.1(c) who have signed the Agreement as to Terms and Conditions of Employment in **Annexure A**;

2.2.2 the Premier of Victoria or his delegate on behalf of the State of Victoria; and

2.2.3 the authorised representatives of the CPSU and MEAA on behalf of the respective union.

2.3 All Employees:

2.3.1 whose employment within a Ministerial office commenced after the date of commencement of this Agreement; and

- 2.3.2** who have signed the Agreement as to Terms and Conditions of Employment in **Annexure A**.

shall be bound to this Agreement from the date of this Agreement and shall be employed under the terms of this Agreement.

2.4 The parties:

- 2.4.1** intend that this Agreement shall be applied as a Collective Bargaining Agreement and shall govern the terms and conditions of employment of the Employees who have signed an Agreement as to Terms and Conditions of Employment at **Annexure A**;
- 2.4.2** intend to create legally binding relations, rights and obligations through the terms of this Agreement;
- 2.4.3** agree that through the signing of the Agreement as to Terms and Conditions of Employment at **Annexure A** the terms of the Agreement are incorporated in the contract of employment between each of the Employees and the Premier (or his delegate); and
- 2.4.4** agree to apply these conditions to the category of Employees performing the work described in **clause 11** and **Annexure B** being employed by the Premier and located in the Premier's and Ministerial offices.

3 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall come into effect from 1 October 2007 and shall continue to have effect until 1 October 2011.

4 APPLICATION

- 4.1** This Agreement is to continue in its application in the absence of any further Agreement or variation.
- 4.2** Except to remove any ambiguity or uncertainty, there shall be no alteration to this agreement or renegotiation of this Agreement until 1 October 2011.
- 4.3** The parties may commence the process of further discussion/negotiation 3 months prior to 1 October 2011.

5 RELATIONSHIP TO VICTORIAN PUBLIC SERVICE AWARD AND PREVIOUS MINISTERIAL STAFF COLLECTIVE AGREEMENTS

- 5.1** This Agreement shall incorporate and apply the terms and conditions provided for in the Victorian *Public Service Award 2005* or its successor, to the extent that:
- 5.1.1** where there is any inconsistency between that Award and this Agreement, the latter shall apply; and
- 5.1.2** any allowances and/or conditions that give rise to a monetary entitlement to Employees shall not apply.
- 5.2** This Agreement supersedes and replaces all other contracts, understandings, agreements (deemed or otherwise) or arrangements reached between the parties prior to the execution of this Agreement. Leave entitlements which have accrued under any such previous agreement will not be affected by the making of this Agreement.

6 IMPLEMENTATION OF CHANGE

6.1 Where the Employer has made, or is considering making, a definite decision to introduce changes in work allocation, programs, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees, their union delegates and their union Secretary of the proposed changes.

6.1.1 “Significant effects” include termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alterations of hours of work; the need for retraining or transfer of Employees to work or locations and the restructuring of jobs.

6.2 The Employer shall discuss with the Employees affected and their union delegate/Secretary, inter alia, the introduction of the changes referred to in **clause 6.1**, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees. The Employer shall give prompt consideration to matters raised by the Employees and/or their union delegates/Secretary in relation to the changes.

6.2.1 The discussions shall commence as early as practicable after a decision has been made by the Employer to consider making the changes referred to in **clause 6.1**.

6.2.2 For the purpose of such discussion, the Employer shall provide, upon request, in writing to the Employees concerned and their union delegate/Secretary, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees.

6.3 Notwithstanding the process referred to in **clauses 6.1** and **6.2**, the Employer shall retain the right to allocate and or direct Employees to be employed in locations and/or perform functions within their broad job descriptions and grade descriptors, or as set out in their industrial instruments.

7 EXISTING VICTORIAN PUBLIC SERVICE (“VPS”) ENTITLEMENTS

7.1 Any recreation, sick and long service leave entitlements accrued by a Employee as a result of immediate prior service as an employee with the VPS or a Ministerial Officer under the *Public Administration Act* 2004 or its successor will be preserved and continue to accumulate while employed by the Employer. Further the Employer may exercise discretion to recognise the same entitlements referred to in this clause for an Employee whose immediate prior employment service was in a commensurate position with an interstate or Federal body.

8 TERMINATION

8.1 Period of notice

8.1.1 In recognition of the insecure nature of employment and, except in the case of termination for gross misconduct or breach of mutual trust and confidence, termination by the Employer will require the following notice periods:

Period of service	Notice period
Less than 26 weeks	1 week
Between 26 weeks and 12 months of service	8 weeks
After 12 months of service but less than 10 years of	12 weeks
After 10 or more years of service	16 weeks

8.1.2 Where notice is provided for by this clause, payment in lieu of notice may be provided at the election of the Employer.

8.1.3 In the case of resignation by an Employee, at least four weeks notice of the date that the resignation is to take effect is required.

8.2 Entitlement upon termination

8.2.1 Termination under this Agreement will be without prejudice to any accrued rights of the Employee with respect to recreation leave, long service leave and superannuation. Any outstanding entitlements to superannuation or recreation leave or long service leave that an Employee may have accumulated during the employment period will be payable upon termination except in circumstances in which the Employee fails to provide the notice period required for resignation, set out in **clause 8.1.3**.

8.2.2 If **clause 8.1.3** is not complied with the Employer reserves the right to deduct an amount representing the deficiency of the notice from accrued entitlements.

8.2.3 An Employee who is a Victorian Public Servant on leave without pay will, upon termination, return to his/her employing Department or Agency for placement. If the Employee is placed with a Department or Agency, all accrued entitlement liabilities of the Employee will transfer to the employing Department or Agency and the Employee will not receive any of the payments referred to in **clause 8.2.1**.

8.2.4 If the Employee has been terminated for reasons other than that of gross misconduct or breach of mutual trust and confidence, the redundancy arrangements outlined in **clause 9** may apply as determined by the Minister/Premier.

9 REDUNDANCY

9.1 If an Employee occupies a position which becomes redundant and cannot be offered a reasonable alternative position, then it is agreed the Employee will be retrenched and be entitled to:

9.1.1 two weeks pay for each completed year of continuous service;

9.1.2 for any service beyond 5 years, a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;

9.1.3 one additional weeks pay for each completed year of service, or part thereof between 1 November 2002 and 1 March 2004;

9.1.4 for Employees over fifty years of age, five weeks pay for each year of service beyond fifty years of age, including pro-rata adjustment for each completed month of continuous service since the last complete year of continuous service; and

9.1.5 termination entitlements as specified in **clause 8.2** of this Agreement.

9.2 The minimum sum payable under these redundancy arrangements, including any payment in lieu of notice, is eight weeks salary and the maximum is eighty four weeks salary.

9.3 For the purpose of calculating any payment under this clause, where an Employee has been on salary adjustment for a continuous period of twelve months or more immediately preceding the date on which the Employee receives notice of redundancy, the salary level shall be the Employee's salary in such higher position at that date.

- 9.4** On termination in the case of redundancy an Employee will be paid recreation leave in credit plus any accrued pro-rata recreation leave, calculated from their last anniversary date to the date of termination. Both the untaken recreation leave and pro-rata recreation leave will attract the seventeen and one half per cent recreation leave loading.
- 9.5** An Employee made redundant under this Agreement shall on termination receive payment for an amount equivalent to pro-rata long service leave for any period of service.
- 9.6** If an Employee who is a member of a statutory superannuation scheme is made redundant the Employer will, if required, certify to the Board of the relevant statutory superannuation scheme that the Employee has been made redundant for the purposes of the Act or rules governing the statutory superannuation scheme to which the Employee belongs.
- 9.7** To avoid doubt, a termination occurring as a result of either a change in Ministerial responsibility or a change of Government shall be a redundancy for the purposes of this Agreement.

10 SUPERANNUATION

The Employee will be offered by the Employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (unless they are a member of a Victorian exempt public sector superannuation scheme). The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Commonwealth Superannuation Guarantee Administration Act 1992*.

11 CLASSIFICATIONS AND REMUNERATION

- 11.1** Employees will be employed/appointed to one of the following classifications:

Ministerial Staff Grade 1
Ministerial Staff Grade 2
Ministerial Staff Grade 3
Ministerial Staff Grade 4
Ministerial Staff Grade 5

- 11.2** With effect from the dates specified, the following remuneration shall apply:

Grade	Salary Range	30-Sep-07	1.75%	3.25%	3.25%	3.25%
			1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
Ministerial Staff Grade 1	Min	\$40,293	\$40,998	\$42,331	\$43,706	\$45,127
	Max	\$47,720	\$48,555	\$50,133	\$51,762	\$53,445
Ministerial Staff Grade 2	Min	\$48,005	\$48,845	\$50,433	\$52,072	\$53,764
	Max	\$53,146	\$54,076	\$55,834	\$57,648	\$59,522
Ministerial Staff Grade 3	Min	\$53,147	\$54,077	\$55,835	\$57,649	\$59,523
	Max	\$70,094	\$71,321	\$73,639	\$76,032	\$78,503
Ministerial Staff Grade 4	Min	\$70,095	\$71,322	\$73,640	\$76,033	\$78,504
	Max	\$85,021	\$86,509	\$89,320	\$92,223	\$95,221
Ministerial Staff Grade 5	Min	\$85,022	\$86,510	\$89,321	\$92,224	\$95,222
	Max	\$112,961	\$114,938	\$118,673	\$122,530	\$126,512

11.3 Employees who are covered by this Agreement will receive the following salary increases:

Operative Date	Increase
1/10/2007	1.75%
1/10/2008	3.25%
1/10/2009	3.25%
1/10/2010	3.25%

11.4 The salary of the Employee will be determined in accordance with **Annexure C**.

11.5 Grade descriptors

11.5.1 New Employees shall be classified according to the grade descriptors set out in **Annexure B**.

11.5.2 An Employee may be required to undertake any and all work within their skill competence or training in accordance with the grade descriptors for their classification.

11.6 Progression within a Grade

An Employee may progress to higher salary pay points within their Grade in accordance with this clause.

11.6.1 Progression within a Grade shall be based on a performance review at the end of each progression cycle. The first progression cycle under this Agreement shall end on 30 June 2008. The second cycle shall commence on 1 July 2008 and end on 30 June 2009. Each progression cycle shall thereafter be on a 12-month cycle.

11.6.2 For the purposes of this review, performance criteria are to be agreed with each employee at the start of the progression cycle or upon commencement in a role and can be adjusted by agreement during the progression cycle.

11.6.3 The progression criteria for an individual are to be identified using the performance standards set out below.

11.6.4 All Employees can expect continuous feedback about their performance throughout the progression cycle with their supervisor or manager.

11.6.5 All employees will be provided with access to their individual performance reviews.

11.6.6 Access to progression will not be available to a casual Employee or an Employee who has been in his or her role for less than 3 months at the time the performance review is undertaken.

11.7 Work Value Review for Grade 1 Staff

11.7.1 At each performance review at the end of progression cycle for Grade 1 employee, the Employer will conduct a work value review of the Employee's work to ascertain suitability for promotion to Grade 2.

11.8 Performance Standards

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

- 11.8.2** Where “skills acquired” is a performance standard, management should facilitate the individual’s ability to undertake appropriate learning and development.
- 11.8.3** No disadvantage will accrue to Employees where learning and development opportunities are not available.
- 11.8.4** Performance standards for Ministerial Staff Grade 1:
- 11.8.4(a)** skills acquired through learning and development, skills applied;
 - 11.8.4(b)** professionalism;
 - 11.8.4(c)** effectively carry out the requirements of the role; and
 - 11.8.4(d)** recognised experience and efficiency acquired through the job.
- 11.8.5** Performance standards for Ministerial Staff Grades 2 and 3:
- 11.8.5(a)** learning and development, skills applied;
 - 11.8.5(b)** professionalism;
 - 11.8.5(c)** display responsibility in the role; and
 - 11.8.5(d)** recognised experience and efficiency acquired through the job.
- 11.8.6** Performance standards for Ministerial Staff Grades 4 and 5:
- 11.8.6(a)** learning and development;
 - 11.8.6(b)** achieving the performance targets; and
 - 11.8.6(c)** leadership and/or management professionalism. (Leadership will reflect high professional standards for operational or technical Employees who do not exercise discrete management functions.)
- 11.9** The Parties acknowledge that within Ministerial Staff Grades 1 to 3 the progression criteria will not be as onerous as those which will be required for Ministerial Staff Grades 4 and 5. Whilst Ministerial Staff Grades 2 and 3 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons will achieve the objectives and should move through the salary points. This is contrasted with persons in Ministerial Staff Grades 4 and 5. In these Ministerial Staff 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.
- 11.10** Central to the progression will be the need for managers and Employees 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 Employees gives authority and integrity to the structure and its sustainability in the long term.
- 11.11 Review of Progression and Performance Review Process**
- The Parties agree to establish a Working Party to review the current processes for progression, performance review and the provision of professional development training. The terms of reference of the Working Party will be agreed between the Parties and all endeavours will be made to complete the review by 1 March 2009.

12 WORKLOAD MANAGEMENT

- 12.1** All Employees are required to work reasonable overtime hours.
- 12.2** Chiefs of Staff within Ministerial Offices shall ensure that Employees employed as administrative staff shall not work excessive overtime hours and shall put in place adequate support systems to relieve Employees from working unreasonable overtime hours. Any Employee who believes that the support arrangements put in place are inadequate may approach the Premier's Chief of Staff for their attention.
- 12.3** Regardless of the provisions of the parent award, there will be no entitlement for the payment of any overtime worked nor any entitlement of any other benefit for any overtime worked other than as provided for by this clause.
- 12.4** In full compensation for overtime worked, Employees, other than casual Employees, shall be entitled to:
- 12.4.1** an allowance of 5% of annual salary paid for all purposes, operative from 1 October 2007 (this payment shall be on a pro rata basis in the course of an Employee's normal pay cycle);
 - 12.4.2** recreation leave as set out in **clause 13.1.4**; and
 - 12.4.3** access to time in lieu only as set out in **clause 13.14**.

13 LEAVE ENTITLEMENTS

13.1 Recreation Leave

- 13.1.1** The Employee is entitled to 20 days (152 hours) recreation leave for each calendar year of service. For any period of employment less than one calendar year the Employee is entitled to a pro rata payment 1 2/3 days (12.66 hours) for each completed month of service at ordinary pay.
- 13.1.2** Recreation Leave may be taken in such periods as are agreed between the Minister and the Employee, having regard to work requirements and subject to the approval of the Employer.
- 13.1.3** A loading of 17.5% shall apply to the Employee's ordinary rate of pay for recreation leave subject to the provisions of this clause.
- 13.1.4** In addition to the foregoing, an additional 5 days (38 hours) recreational leave shall be accrued each calendar year by way of compensation for overtime. One week only of this leave may be available as a lump sum payment (excluding Leave Loading) upon the election of the Employee, provided that the election is made no later than 1 December in the calendar year of accrual. In exceptional circumstances an Employee may, by agreement with their Chief of Staff and the approval of the Premier's Chief of Staff, exercise this option at an earlier period within the same calendar year.
- 13.1.5** The Premier's Chief of Staff may at his or her discretion provide Employees with recreational leave prior to it falling due, provided that the provision of prospective entitlements shall not have the effect of increasing an employee's entitlement. Any such increase in one year must be offset in the immediately subsequent year.

13.2 Long Service Leave

- 13.2.1** The Employee will be entitled to three months long service leave at ordinary pay upon completing ten years service.
- 13.2.2** Long service leave does not include any public holiday occurring during the period when the long service leave is taken.

- 13.2.3** The Employee may access the entitlement in **clause 13.2.1**, on a pro-rata basis, after an initial seven years of continuous service.
- 13.2.4** If the Employee completes not less than four years service and this contract is terminated, a pro rata payment of 1/40 of the period of service at ordinary pay will be made. As per **clause 9.5** the four-year qualification period does not apply in cases of redundancy.
- 13.2.5** For the removal of any doubt, pro rata long service leave is to be paid pro rata without any requirement for a minimum period of service if the Employee's employment is terminated for reason of redundancy.

13.3 Personal Leave

- 13.3.1** The Employee is entitled to 15 days (114 hours) paid personal leave for the purposes of personal injury or illness of the Employee, for each calendar year of employment. This entitlement is cumulative.
- 13.3.2** A total of five days (38 hours) in each calendar employment year may be taken without the production of a medical certificate. The remainder of any such personal leave prescribed in **clause 13.3.1** will require the production of a medical certificate.

13.4 Carer's Leave

The Employee is entitled to utilise all Personal Leave and any other leave by agreement as Carer's Leave for the purpose of caring for a member of the Employee's family or someone for whom he/she has primary care responsibility and who has suffered a personal injury or illness.

13.5 Casual Employees – Caring Responsibilities

- 13.5.1** A casual Employee is entitled to be unavailable to attend work or to leave work:
- 13.5.1(a)** if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - 13.5.1(b)** upon the death in Australia of an immediate family or household member.
- 13.5.2** The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

13.6 Compassionate Leave

- 13.6.1** The Employee is entitled to up to three days compassionate leave during each year of employment on each occasion, when a member of the Employee's immediate family or a member of the employee's household:
- 13.6.1(a)** contracts or develops a personal illness that poses a serious threat to his or her life;
 - 13.6.1(b)** sustains a personal injury that poses a serious threat to his/her life; or
 - 13.6.1(c)** dies.
- 13.6.2** Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

13.6.3 The Employee may take unpaid compassionate leave by agreement with the Employer.

13.6.4 The Employer may require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

13.7 Parental Leave

13.7.1 Parental Leave means paid and unpaid maternity, paternity/partner and adoption leave and shall be provided in accordance with Part 7, Division 6 of the *Workplace Relations Act 1996* or its successor, subject to the following provisions of this clause.

13.7.2 Maternity Leave

13.7.2(a) A female Employee, other than a casual Employee, who has at least 12 months continuous paid service, will:

13.7.2(a)(i) be entitled to 14 weeks of paid maternity leave, to be taken in connection with the birth of her baby either before and/or after the birth; or

13.7.2(a)(ii) be entitled to the same period of paid maternity leave if she has a miscarriage of her pregnancy where it has advanced to at least 20 weeks;

13.7.2(a)(iii) if she is the primary care giver, be entitled to a further period of unpaid leave, but the total of her paid and unpaid leave must not exceed 52 weeks;

13.7.2(a)(iv) if she does not qualify for paid maternity leave, be entitled to take up to 52 weeks unpaid maternity leave; and

13.7.2(a)(v) not have an entitlement to paid maternity leave whilst on leave without pay in excess of 52 weeks.

13.7.2(b) Where a public holiday occurs during a paid period of Maternity Leave granted to an Employee, the public holiday is not to be regarded as part of the Maternity Leave and will not be deducted from the period of Maternity Leave.

13.7.2(c) Return to work

13.7.2(c)(i) An Employee must confirm her intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of maternity leave.

13.7.2(c)(ii) By agreement between the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling.

13.7.2(c)(iii) If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement.

13.7.3 Paternity/Partner Leave

13.7.3(a) An Employee, other than a casual Employee, who has at least 12 months continuous paid service will:

13.7.3(a)(i) be entitled to 2 weeks paid paternity/partner leave in connection with the birth of a child for whom he or she has accepted responsibility, to be taken either before and/or after the birth;

13.7.3(a)(ii) if he or she is the primary care giver, be entitled to 6 weeks' paid leave and a further 46 weeks of unpaid paternity/partner leave;

13.7.3(a)(iii) be entitled to 2 weeks paid paternity/partner leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

13.7.3(b) Where a public holiday occurs during a paid period of Paternity/Partner Leave granted to an Employee, the public holiday is not to be regarded as part of that leave and will not be deducted from the period of paid leave.

13.7.3(c) Return to work

13.7.3(c)(i) A Employee must confirm his/her intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of paternity/partner leave.

13.7.3(c)(ii) By agreement between the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling.

13.7.3(c)(iii) If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement.

13.7.4 Adoption Leave

13.7.4(a) If an Employee, other than a casual Employee, is adopting a child and has at least 12 months continuous paid service, he or she will:

13.7.4(a)(i) be entitled 14 weeks of paid adoption leave, to be taken in connection with the adoption of the child, if he or she is the primary care giver;

13.7.4(a)(ii) be entitled to a further period of unpaid adoption leave, but the total of the paid and unpaid leave must not exceed 52 weeks if he or she is the primary care giver; or

13.7.4(a)(iii) if he or she is the secondary care giver, be entitled to 1 weeks paid adoption leave.

13.7.4(b) Where a public holiday occurs during a paid period of Adoption Leave granted to an Employee, the public holiday is not to be regarded as part of that leave and will not be deducted from the period of paid leave.

13.7.4(c) Adoption leave can be taken either before and/or after the adoption.

13.7.4(d) Return to work

13.7.4(d)(i) An Employee must confirm his or her intention of returning to work by notice in writing to the Employer, given not less than four weeks prior to the expiration of the period of adoption leave.

13.7.4(d)(ii) By agreement between the Employer and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling.

13.7.4(d)(iii) If such part-time work is requested by the Employee, the Employer will not unreasonably withhold agreement.

13.7.5 Permanent Care Leave

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

13.7.6 Pre-Natal Leave

- 13.7.6(a)** In addition to the maternity leave and sick/carer's leave provisions of this Agreement, an Employee other than a casual Employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.
- 13.7.6(b)** The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.
- 13.7.6(c)** On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

13.7.7 Half Pay Provision

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

13.7.8 Casual Entitlement

- 13.7.8(a)** An eligible casual Employee is entitled to unpaid parental leave.
- 13.7.8(b)** For the purposes of this **clause 13.5.8** an eligible casual Employee means a casual Employee employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for a continuing period of employment during a period of at least 12 months and, but for the pregnancy or the decision to adopt, the Employee has a reasonable expectation of continuing employment.
- 13.7.8(c)** For the purposes of this **clause 13.5.8**, "continuous service" is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).
- 13.7.8(d)** The Employer must not fail to re-engage a casual Employee because:
 - 13.7.8(d)(i)** the Employee or Employee's spouse is pregnant; or
 - 13.7.8(d)(ii)** the Employee is or has been immediately absent on parental leave.
- 13.7.8(e)** The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with **clause 13.5.8**.

13.7.9 Leave without pay

- 13.7.9(a)** Upon application by the Employee, leave without pay may be granted to the primary care giver as an extension of Maternity, Adoption or Paternity/Partner leave. The total amount of leave, inclusive of

Maternity, Adoption or Paternity/Partner leave cannot exceed seven years.

13.7.9(b) The Employee must make an application for the extension of the leave each year.

13.7.9(c) Unless otherwise provided for in this Agreement, leave without pay under this **clause 13.7** shall not break the Employee's continuity of employment but it will not count as service for leave accrual or other purposes. Upon return to work the Employer may reallocate the Employee to other duties.

13.8 Public Holidays

13.8.1 The Employee will be entitled to the following holidays without loss of pay, provided that the Employee is not required to attend work for operational reasons. The Minister will determine whether the Employee is required to attend work on such holidays.

13.8.1(a) New Years Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

13.8.1(b) Where Christmas Day is a Saturday or Sunday – 27 December will be a holiday.

13.8.1(c) Where Boxing Day is a Saturday or Sunday – 28 December will be a holiday.

13.8.1(d) Where New Years Day or Australia Day is a Saturday or Sunday – the next Monday will be a holiday.

13.9 Accident Make-Up Pay

The Employer will pay the difference between compensation payments under the *Accident Compensation Act 1985* or its successor and the Employee's annual salary for a total period up to or equal to 52 weeks. The Employee may utilise accrued leave credits for absences beyond the period for which compensation is made. Leave without pay may be granted where entitlements to paid leave have ceased.

13.10 Recognition of Prior Service

13.10.1 For the purposes of recognising prior service for establishing entitlements to long service leave and sick leave, the policies applying within the Department of Premier and Cabinet will apply.

13.10.2 Without limiting the application of **clause 13.10.1**, employment as a Parliamentary Adviser under s.99 of the *Public Administration Act 2004* or its successor, or as an Electorate Officer under the *Parliamentary Administration Act 2005* or its successor, immediately prior to appointment as a Ministerial Officer, will be recognised as service for the purposes of establishing entitlement to long service leave and sick leave.

13.11 Jury Duty

An Employee required under the *Juries Act 2000* or its successor to appear and serve as a juror in any Australian court is entitled to leave for the period during which the Employee is required to attend court. For the period of jury duty the Employer will pay to the Employee the amount of any shortfall between the amount paid to the Employee under the *Juries Act 2000* or its successor and the Employee's ordinary pay.

13.12 Leave to Engage in Emergency Relief Activities

13.12.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee.

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

13.13 Defence Reserve Leave

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

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

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

13.13.4 Preservation of prior entitlement

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

13.14 Time in Lieu

13.14.1 An Employee who is required to work a substantial amount of time in excess of ordinary hours and who, in the opinion of their Chief of Staff, has not been adequately rewarded by the provisions of **clauses 12 and 13.1.4** may by agreement of the Employee and the Chief of Staff, be provided with up to a maximum of 5 extra days in lieu per annum. This entitlement shall only be available in exceptional circumstances and where considered appropriate by the relevant Chief of Staff.

13.14.2 This provision shall apply to all Employees regardless of classification and shall be applied on a fair basis to all Employees.

13.14.3 Application of this clause can occur at any time, but must be discussed at the Employee's annual performance review. Consideration should be given to the amount of hours the Employee has worked, out of hours events, weekend work and away from home trips to determine whether the employee has received or is entitled to time in lieu.

13.14.4 Time in lieu may be taken as individual days or consecutively.

13.15 Cultural and Ceremonial Leave

13.15.1 The Employer must approve leave with pay to an Employee elected to the successor of the Aboriginal and Torres Strait Islander Commission Regional Council to attend regular meetings of that successor body.

13.15.2 The Employer 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.

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

13.15.4 Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

13.15.5 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

13.15.6 for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

13.16 Trade Union Training

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

13.16.2 The Employee may be granted the leave specified in **clause 13.16.1** where the Chief of Staff is satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

14 PERSONAL EXPENSES AND TRAVEL

14.1 Reimbursement of reasonable personal and travel expenses will be made by the relevant Department, subject to internal procedural requirements of the Minister's office/Department and subject to the requirements of law.

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

14.3 Allowable expenses include:

14.3.1 travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and

14.3.2 any other expenses incurred in the course of the Employee's employment and authorised by the Employer.

14.4 "Incidental expenses" must be reasonably and necessarily incurred.

14.5 When making claims, an Employee must submit official receipts as soon as practical after the event as evidence of expenditure incurred except where the Employee uses his/her own motor vehicles for work purposes in which case he/she will submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used. A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.

- 14.6** Upon request the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.
- 14.7** Where moneys are owed to the Employee, the Employer will pay the Employee as soon as practicable in a manner to be agreed between the Employer and Employee.
- 14.8** As an alternative to the reimbursement entitlements referred to in the aforementioned subclauses of **clause 14**, all Employees covered by this Agreement may receive an \$18 meal allowance on days where the Employee is required to travel for an overnight visit and obtains the approval of their Chief of Staff. The relevant Chief of Staff or their nominee will be responsible for maintaining adequate records for this purpose.
- 14.8.1** This allowance shall only be paid when an evening meal must be consumed away from home. The Employee must fill in a meal allowance form and the Chief of Staff in each office must retain all such records. The meal allowance is not available if reimbursement of a meal is sought.
- 14.8.2** Nothing in this sub-clause shall be taken to override the Employer's responsibility to reimburse reasonable and necessary expenses.
- 14.9** This clause is subject to internal office policies in relation to expenses as varied from time to time.

15 RIGHT OF REPRESENTATION

- 15.1** The Employer recognises the right of the Employee to be represented by the CPSU (for all Employees) and MEAA (for all Media Advisers) and will negotiate with the unions acting on behalf of an Employee. This provision shall be applied in accordance with Part 16 of the *Workplace Relations Act 1996* or its successor.
- 15.2** The Employer recognises the right of Employees to meet collectively with their union(s) to discuss matters contained in this Agreement, provided that such meetings are convened with adequate notice, at agreed times and entail minimal disruption to the essential functioning of offices.

16 DISPUTE RESOLUTION

Any dispute or grievance between an Employee covered by this Agreement and the Minister will be dealt with in the following manner:

- 16.1** The matter will first be raised between the Employee and his or her Chief of Staff.
- 16.2** If the matter is not resolved within 24 hours, the Employee and his or her representative will raise the matter with the Premier's Chief of Staff.
- 16.3** During any dispute or grievance, the parties to this Agreement agree that while the dispute procedure is in operation, work will proceed as required by the Minister (except where a genuine health and safety issue is involved). Such arrangements will be without prejudice to any party's case.
- 16.4** If both parties agree a mutually agreed mediator shall be appointed to seek to assist the parties in resolving the issues that are the subject of the dispute.

17 RIGHT OF ENTRY

- 17.1** Duly Accredited Representatives of the Unions will be permitted access to the workplace for the purposes of holding discussions with any Employees who wish to participate in those discussions.

17.2 After giving prior notice to the Employer, the Accredited Representative of the Union may enter the premises and shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

18 ANTI-DISCRIMINATION

The parties to this Agreement agree that:

18.1 it is their intention to achieve the principle object in section 3 (m) of the *Workplace Relations Act 1996* or its successor, which is to respect and value the diversity of the workforce by helping prevent and eliminate discrimination – on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;

18.2 any dispute concerning these provisions and their operation will be progressed initially under the Dispute Resolution Procedure in this Agreement; and

18.3 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

19 TRAINING AND TUITION FEES

19.1 Training is available to Employees relevant to the performance of the Employee's duties as follows:

19.1.1 Computer systems training is available to all Employees and includes: word processing, spreadsheets, information management, database management, and graphics upon approval by the Chief of Staff.

19.1.2 Professional development training is also available, with the support of the Minister, and may include attendance at work related professional development courses, seminars or workshops. For example, but not exclusive of, the following types of courses may be accessed: management practices, professional writing, creative writing, public speaking/presentations, stress management, and effective time management upon approval by the Chief of Staff.

19.1.3 Studies assistance is available for study at educational institutions in courses considered relevant to the Employee's employment. An Employee may be eligible for up to five hours paid study leave per week to attend accredited courses at universities, colleges of advanced education or technical and further education institutions. Employees may also be eligible to apply for whole or partial reimbursement of any compulsory tuition or examination fees, HECS, TAFE and course fees. An Employee wishing to apply for studies assistance will require the approval of his/her Minister.

19.2 The Employer commits to maximising professional training and development opportunities for Grade 1 Employee with a view to improving their ability to access promotion to Grade 2.

20 TRAINEESHIPS

Trainees/Apprentices will be engaged in accordance with the terms of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme.

21 NOVATED LEASES

Employees are offered the option of electing to take a novated vehicle lease or similar arrangements on the following basis:

21.1 all costs of a novated vehicle lease are to be met by the Employee;

21.2 the Employee must also meet the cost of any current or future taxes payable by the employer, including FBT; and

21.3 upon approval of their Chief of Staff.

22 HIGHER DUTIES

With the approval of the Employee's Chief of Staff, an Employee may obtain the higher rate of salary for the position in which he/she is acting if the period of time for which he/she is acting in the position is in excess of one week.

23 SUPPORTED WAGE SYSTEM

23.1 Percentage of Minimum Rate of Pay

23.1.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work that the person is performing according to the following schedule:

ASSESSED CAPACITY (clause 23.2)	% OF AGREEMENT RATE
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

23.1.2 Provided that the minimum amount payable pursuant to 20 (a) will be not less than \$64.00 per week.

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

23.2 Assessment of Capacity

For the purpose of establishing the appropriate percentage of the rate to be paid to an Employee pursuant to **clause 23.2**, the productive capacity of the Employee will be assessed accordance with the supported wage system and documented in an assessment instrument by either:

23.2.1 the Employer and the relevant union, in consultation with the Employee or, if desired by any of these; or

23.2.2 the Employer and an accredited assessor from a panel agreed by the Parties and the Employee.

23.3 Lodgement of Assessment Instrument

All assessment instruments shall be agreed and signed by the parties to the assessment.

23.4 Review of Assessment

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

23.5 Other Terms and Conditions of Employment

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

23.6 Trial Period

- 23.6.1** In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 23.6.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 23.6.3** The minimum amount payable to the Employee during the trial period shall be no less than \$64.00 per week.
- 23.6.4** Work trials should include induction or training as appropriate to the job being trialled.
- 23.6.5** Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 23.2**.

24 SEXUAL HARASSMENT

The Victorian *Equal Opportunity Act* (1995) and the Commonwealth *Sex Discrimination Act* 1984 make sexual harassment in the workplace unlawful. In keeping with the legislation, the Employer will take all reasonable precautions to ensure that the workplace is free of sexual harassment.

25 CASUAL LABOUR

- 25.1** A casual Employee shall be engaged on an hourly basis and paid in accordance with the following formula:

Applicable annual salary in accordance with **clause 11**

(52.1786 x 38)

- 25.2** In addition, casual Employees shall be paid a loading of 25% in lieu of any payment for public holidays, all leave other than long service leave, and accident make-up pay .
- 25.3** A casual Employee may be offered full time ongoing employment after 3 months of consistent casual employment subject to the approval of the Premier's Chief of Staff.

26 CHILDCARE

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

27 COST OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

- 27.1** If an Employee is required to attend legal proceedings on matters which directly arise from the performance of the Employee's duties, the Employer shall meet the Employee's reasonable legal costs relating to appearance at or representation before the relevant Court or Tribunal.

- 27.2** Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 27.3** An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

ANNEXURE A

AGREEMENT AS TO TERMS AND CONDITIONS OF EMPLOYMENT

CONFIDENTIAL

This contract is made on the day of2008

BETWEEN John Brumby (Premier)

And (Ministerial Officer)
(Please print)

The terms and conditions of the Ministerial Staff Collective Agreement 2008 are incorporated into the Ministerial staff member's contract of employment.

SIGNED (Premier or Premier's Chief of Staff)

..... (Witness)

SIGNED (Ministerial Staff member)

..... (Witness)

The period of application of those terms and conditions is the period commencing 1 October 2007, and ending on the 30 September 2011, unless terminated sooner.

ANNEXURE B – GRADE DESCRIPTORS

Ministerial Staff Grade 1	Ministerial Staff Grade 2	Ministerial Staff Grade 3
<p>Job Context</p> <p>This level applies to general administrative work, routine media functions, graduate and/or student placements or as a development placement for higher-level functions within a Ministerial office.</p> <p>Work Level Characteristics</p> <p>Work at this level involves operating within an environment where standard operational procedures are in place. Judgement is often required to be exercised in problem solving in dealing with issues within their own work program. Issues outside their own defined work are referred to a supervisor for guidance and/or decisions. Depending on the complexity of the functional role the level of supervision may vary from close to more general. Creatively deals with problems within the work area. Understands procedures for effectively dealing with people. Understands and applies theoretical principles, under supervision, to achieve defined outcomes.</p> <p>Typical Functions</p> <p><u>Core</u> Prepares simple reports and draft routine correspondence. Provides routine responses to other Ministerial Staff, the public service and the general public. Organises and documents meetings outcomes. Administers routine projects under direction or coordinates project steps.</p> <p><u>Administrative</u> Provide office support through activities such as using and maintaining standard office equipment and software.</p> <p><u>Media/Communications</u></p> <p><u>Advisor</u> Provides initial responses to more complex enquiries and refers matters to the appropriate level for action and /or decision. Undertakes research defined by others, including data analysis.</p>	<p>Job Context</p> <p>This level applies to functions providing support to Ministerial offices - high-level administration, media liaison, providing advice on routine matters or research.</p> <p>Work Level Characteristics</p> <p>Considers the broader context in responding to issues and making recommendations. Provides communication guidance to less experienced colleagues. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations. Obtains, summarises and reports on stakeholder views. Exercises professional judgement about the application of rules, or the selection of choices within guidelines. Initiates improvements to procedures within the work area. Contributes to decision making through analysis and advice. Applies sound judgement in dealing with sensitive, confidential and complex matters.</p> <p>Typical Functions</p> <p><u>Core</u> Responds to other Ministerial Staff, the public service and the general public on matters within their portfolio responsibilities. Coordinates responses concerns raised by members of the public. Conduct projects of defined scope under direction. Mentors less experienced Staff.</p> <p><u>Administrative</u> Provides high level administrative support.</p> <p><u>Media/Communications</u> Drafts public communication documents. Reviews press releases and correspondence prepared by departments in routine matters.</p> <p><u>Advisor</u> Prepares briefs and advice on sensitive issues for consideration. Reviews press releases and correspondence prepared by departments in routine matters.</p>	<p>Job Context</p> <p>This level provides advice to Ministers and high-level office management functions. This level is characterised by a skilled practitioner who is able to apply relevant knowledge of the function and who has broad skills in dealing with sensitive and moderately complex issues.</p> <p>Work Level Characteristics</p> <p>Decisions made at this level have a direct impact on the operation of the Minister's office. Provides guidance for others in the work area and/ or related areas. Defines the appropriate methodology in the analysis of policy or research options. Plans, leads and facilitates consultative processes in a range of settings involving difficult or sensitive issues. Understands relationships between stakeholders. Applies negotiation, persuasion and motivation skills to manage stakeholder relationships. Evaluates emerging issues and recommends a course of action. Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving. Exercises professional judgement where issues are not clearly defined in dealing with sensitive, confidential and complex matters. Contributes to decision making on issues that have potential to have impact on the community and Ministerial consideration.</p> <p>Typical Functions</p> <p><u>Administrative</u> Provide specialist administrative and corporate support.</p> <p><u>Media/Communications and Advisor</u> Provides consultation and specialist advice on moderately complex issues within the Ministerial office. Responds directly to members of the community. Manages Ministerial responses to concerns raised by the community. Prepares detailed reports requiring in-depth factual analysis. Obtains, analyses and reports on stakeholder views. Evaluates information to identify emerging community issues for research and advice purposes. Prepares reports, briefs, correspondence and press releases on complex issues with broader impact.</p>

MINISTERIAL STAFF COLLECTIVE AGREEMENT 2008

Ministerial Staff Grade 4	Ministerial Staff Grade 5
<p>Work Environment</p> <p>This level requires a high level practitioner who is skilled in dealing with a diverse range of complex issues. The level encompasses providing policy advice to Ministers on a wide range of issues and high-level media interaction. This level requires sound understanding of the political processes, the Victorian political system and its operational nuances.</p> <p>Work Level Characteristics</p> <p>Advice, analysis and innovative thinking influences policy development and direction within the area of responsibility May require specialist expertise in a policy or operational area Focuses on understanding stakeholder issues Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels Relies on formal and informal communication channels to achieve goals and engages stakeholders to identify emerging issues and responses Provides leadership in the application of concepts to policy and research development Requires high level expertise in responding to complex issues</p> <p>Typical Functions</p> <p>Provides policy advice on highly complex issues Develops briefs and reports that provide final policy options for discussion and Ministerial consideration Provides leadership and guidance to others in the field Manages projects Manages consultation processes including engagement with key stakeholders. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective influencing views and directions Initiate research and analysis within an area of expertise Responds directly to members of the community on complex matters Manages complex Ministerial responses to concerns raised by members of the public Evaluates information to identify emerging community issues for research and advice purposes</p>	<p>Work Environment</p> <p>This level requires a senior level practitioner who brings high-level expertise to the Ministerial office. The level encompasses providing policy advice to Ministers on a wide range of issues and/or high-level media interaction on matters that have significant impact on the Government or political processes. This level requires sound understanding of the political processes, the Victorian political system and the cultural nuances of government and public sector.</p> <p>Work Level Characteristics</p> <p>Uses knowledge of structures, processes and culture of government, the sector and the community to develop options and advice Identifies and responds to new and emerging strategic issues impacting on the community Initiate and manages negotiations with stakeholders (internal and external) to gain commitment to strategies Uses knowledge of the media to research, plan and develop strategies May be a subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative solutions to complex problems Participates in strategic planning and contributes to strategic decision making process Explains highly complex concepts, ideas and issues Operates within loosely defined hierarchies of decision-making Applies complex concepts drawn from non-related fields to address community issues</p> <p>Typical Functions</p> <p>Routinely advises Ministers and senior stakeholders on priority issues and solutions Develops briefs on highly complex issues that provide options for decision at the highest level Evaluates policy frameworks within area of expertise Develops media strategies to manage current political matters and Government announcements. Prepares specialist technical reports at an authoritative level Develops briefs on highly complex issues that provide options for decision Provides and receives highly complex, contentious or sensitive information where high level of negotiation, communication and interpersonal skills are required Briefs high level stakeholders in own area of expertise in a variety of forums Provides advice to Ministers and key external stakeholders on matters of significance Leads strategic projects</p>

ANNEXURE C – SALARY SCHEDULE

Ministerial Staff Grade	Salary Points				
	30-Sep-07	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
Grade 1	\$40,293	\$40,998	\$42,331	\$43,706	\$45,127
	\$41,036	\$41,754	\$43,111	\$44,512	\$45,959
	\$41,778	\$42,509	\$43,891	\$45,317	\$46,790
	\$42,521	\$43,265	\$44,671	\$46,123	\$47,622
	\$43,263	\$44,020	\$45,451	\$46,928	\$48,453
	\$44,006	\$44,776	\$46,231	\$47,734	\$49,285
	\$44,748	\$45,531	\$47,011	\$48,539	\$50,116
	\$45,492	\$46,288	\$47,792	\$49,346	\$50,949
	\$46,234	\$47,043	\$48,572	\$50,151	\$51,780
	\$46,977	\$47,799	\$49,353	\$50,957	\$52,613
	\$47,720	\$48,555	\$50,133	\$51,762	\$53,445
Grade 2	\$48,005	\$48,845	\$50,433	\$52,072	\$53,764
	\$49,033	\$49,891	\$51,513	\$53,187	\$54,915
	\$50,061	\$50,937	\$52,593	\$54,302	\$56,067
	\$51,089	\$51,983	\$53,673	\$55,417	\$57,218
	\$52,117	\$53,029	\$54,752	\$56,532	\$58,369
	\$53,146	\$54,076	\$55,834	\$57,648	\$59,522
Grade 3	\$53,147	\$54,077	\$55,835	\$57,649	\$59,523
	\$54,174	\$55,122	\$56,914	\$58,763	\$60,673
	\$55,202	\$56,168	\$57,993	\$59,878	\$61,824
	\$56,230	\$57,214	\$59,073	\$60,993	\$62,976
	\$57,258	\$58,260	\$60,153	\$62,108	\$64,127
	\$58,286	\$59,306	\$61,233	\$63,224	\$65,278
	\$59,429	\$60,469	\$62,434	\$64,463	\$66,558
	\$60,762	\$61,825	\$63,835	\$65,909	\$68,051
	\$62,095	\$63,182	\$65,235	\$67,355	\$69,544
	\$63,428	\$64,538	\$66,635	\$68,801	\$71,037
	\$64,761	\$65,894	\$68,036	\$70,247	\$72,530
	\$66,095	\$67,252	\$69,437	\$71,694	\$74,024
	\$67,428	\$68,608	\$70,838	\$73,140	\$75,517
	\$68,761	\$69,964	\$72,238	\$74,586	\$77,010
\$70,094	\$71,321	\$73,639	\$76,032	\$78,503	
Grade 4	\$70,095	\$71,322	\$73,640	\$76,033	\$78,504
	\$72,151	\$73,414	\$75,800	\$78,263	\$80,807
	\$74,208	\$75,507	\$77,961	\$80,494	\$83,110
	\$76,264	\$77,599	\$80,121	\$82,724	\$85,413
	\$78,320	\$79,691	\$82,281	\$84,955	\$87,716
	\$80,377	\$81,784	\$84,442	\$87,186	\$90,019
	\$82,433	\$83,876	\$86,602	\$89,416	\$92,322
	\$84,489	\$85,968	\$88,762	\$91,646	\$94,625
Grade 5	\$85,021	\$86,509	\$89,320	\$92,223	\$95,221
	\$85,022	\$86,510	\$89,321	\$92,224	\$95,222
	\$87,618	\$89,151	\$92,049	\$95,040	\$98,129
	\$90,215	\$91,794	\$94,777	\$97,857	\$101,038
	\$92,811	\$94,435	\$97,504	\$100,673	\$103,945
	\$95,407	\$97,077	\$100,232	\$103,489	\$106,853
	\$98,004	\$99,719	\$102,960	\$106,306	\$109,761
	\$100,600	\$102,361	\$105,687	\$109,122	\$112,669
	\$103,197	\$105,003	\$108,416	\$111,939	\$115,577
	\$105,793	\$107,644	\$111,143	\$114,755	\$118,484
	\$108,390	\$110,287	\$113,871	\$117,572	\$121,393
\$110,986	\$112,928	\$116,598	\$120,388	\$124,300	
\$112,961	\$114,938	\$118,673	\$122,530	\$126,512	

SIGNED for and on behalf of **CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION**, by its authorised officer

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In the presence of:

.....
Signature

.....
Witness

.....
KAREN BATT (or representative)
CPSU SPSF GROUP Victorian Branch Secretary (or representative)

.....
Name of Witness (print)

SIGNED for and on behalf of the **MEDIA, ENTERTAINMENT AND ARTS ALLIANCE**, by its authorised officer

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)

In the presence of:

.....
Signature

.....
Witness

.....
LOUISE CONNOR (or representative)
Media, Entertainment and Arts Alliance Victorian Branch Secretary (or representative)

.....
Name of Witness (print)

SIGNED for and on behalf of the **STATE OF VICTORIA** by its authorised representatives

)
)
)

In the presence of:

.....
Signature

.....
Witness

.....
JOHN BRUMBY MP (or representative)
Premier (or representative)

.....
Name of Witness (print)