

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/200

**TITLE:** Museum of Applied Arts and Sciences Enterprise Agreement 1999

**I.R.C. NO:** 99/3229

**DATE APPROVED/COMMENCEMENT:** 14 July 1999

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA 95/17

**GAZETTAL REFERENCE:**


**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all staff employed by the Museum of Applied Arts and Sciences

**PARTIES:** Commissioner for Public Employment -&- Electrical Trades Union of Australia, New South Wales Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

REGISTERED  
OFFICE OF THE INDUSTRIAL  
REGISTRAR  
22 JUN 1999  
SIGNED 

**MUSEUM OF  
APPLIED ARTS AND SCIENCES**

**Enterprise Agreement**

**1999**

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Enterprise Agreement  
Industrial Registrar

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**MUSEUM OF APPLIED ARTS AND SCIENCES  
Enterprise Agreement**

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## 1. TITLE

This Agreement shall be known as the Museum of Applied Arts and Sciences Enterprise Agreement 1999.

## 2. PARTIES TO THE AGREEMENT

This Agreement has been made between the following parties:

- \* The Museum of Applied Arts and Sciences.
- \* Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- \* The Electrical Trades Union of Australia, New South Wales Branch.
- \* The Public Employment Office.

## 3. DEFINITIONS

"Act" means the Public Sector Management Act 1988.

"Agreement" means this Enterprise Agreement.

"Consultative Committee" - means the consultative committee of staff, union and management established under Clause 8 of this Agreement.

"Director" means the Chief Executive Officer of the Museum Of Applied Arts and Sciences.

"Museum" means the Museum of Applied Arts and Sciences.

"Organisation" means Museum of Applied Arts and Sciences (MAAS).

"Personnel Handbook" - means the Public Service of New South Wales Personnel Handbook issued by the Premiers Department.

"Senior Management" - means the group consisting of the Director, Associate Director Business and Administrative Operations and the Associate Director Collection and Museum Services.

"Staff" - means all persons who are permanently or temporarily employed under the Act and who, as at the operative date of this Agreement were occupying one of the positions covered by the Agreement, or who, after that date, are appointed to or employed in one of such positions.

"Unions" means the:

- the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- The Electrical Trades Union of Australia, New South Wales Branch.

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**"Workplace Committee"** - means the workplace committee of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales at the Museum.

#### **4 DECLARATION**

The Parties to this Agreement declare that the Agreement:

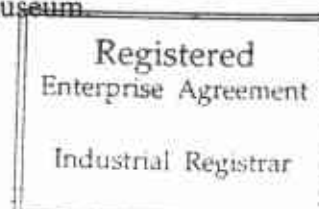
- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interest of all parties.

#### **5 STATEMENT OF INTENT**

The management representatives of the Museum and the Workplace Committee developed this Agreement through cooperative negotiations on behalf of the staff and management of the museum to achieve corporate objectives consistent with the current corporate plan.

The aims of the Agreement are:

- 5.1 provide greater flexibility of working arrangements for staff and management to improve the delivery of services to museum visitors and clients while recognising the role and responsibilities of staff outside the museum.
- 5.2 establish an ongoing consultative process between management and staff to facilitate staff input into museum policy and procedures and provide effective communication between management and staff.
- 5.3 ensure equity and merit principles are applied to all aspects of museum administration and practice in order to provide an equitable workplace for museum staff.
- 5.4 ensure that the museum continues to provide a safe and healthy environment to staff and visitors.
- 5.5 provide a basis for ongoing negotiations for future Enterprise arrangements to enhance the museum as a customer focused organisation committed to providing high quality services to its clients and working conditions which recognise the contribution and achievements of staff.
- 5.6 **Annualisation of Penalties:** During the first year following the acceptance of this agreement, the museum will investigate and trial annualised penalties for interested departments with staff who work penalty shifts at the museum



## 6 AREA INCIDENCE AND DURATION

6.1 This Agreement shall apply to all staff of the museum.

It shall take effect on and from the date of registration and shall remain in force thereafter for a period of 2 years unless varied or terminated earlier in accordance with sections 42 and 43 of the NSW Industrial Relations Act 1996.

6.2 (See attachment)

## 7 GRIEVANCE AND DISPUTE PROCEDURES

The aim of this grievance handling and dispute resolution procedure is to encourage the resolution of grievances and/or disputes as quickly as possible within the immediate work context wherever possible. The procedure involves consultation, cooperation and discussion to achieve this aim.

There are 6 steps in the procedure.

At each step, all those involved are encouraged to seek advice with regard to the procedure and how to best undertake its various elements. Advice can be sought from appropriate staff, as identified in the Museum's policy and procedures for resolving Grievances and Disputes.

### 7.1 Step 1:

In the first instance, the employee shall inform their immediate supervisor or other appropriate person, of the existence of a grievance/dispute, request a meeting to discuss the matter and attempt to resolve it with the supervisor.

It is recognised that the employee may wish to exercise the right to consult with and be accompanied by their union representative or another person, who may participate in discussions, during this or any subsequent stage.

Discussion should take place within 2 working days and this step of the procedure should be completed within 7 days.

### 7.2 Step 2:

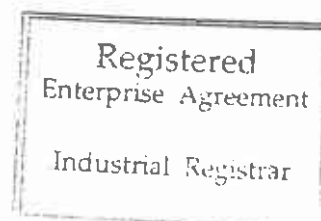
If the grievance/dispute remains unresolved, the employee shall refer the matter to the next in line management (the manager). The manager will consult with all parties.

Discussion should take place within 2 working days and this step of the procedure should be completed within 7 days.

### 7.3 Step 3:

If the grievance/dispute remains unresolved, the matter should be referred to the appropriate Associate Director or in the case of the Directorate, the Director.

Discussions should take place within 2 working days and this step of the procedure should be completed within 7 days.



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6.2 This agreement shall operate in conjunction with:

Crown Employees (Skilled Tradesmen) Award  
Crown Employees General Division Agreement  
Crown Employees (Wages Staff) Rates of Pay Award 1996  
Crown Employees (Public Sector Salaries 1997) Award  
Crown Employees (Conditions of Employment 1997) Award

except to the extent of any inconsistency, in which case this agreement shall prevail.



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8.2 Membership of the Consultative Committee

8.2.1 The membership of the Consultative Committee will be:

(a) four staff representatives: elected by Public Service Association ~~And~~ Professional Officers' Association Amalgamated Union Of New South Wales members.

(b) four management representatives appointed by senior management.

8.2.2 All representatives will serve for a standard 12 month term and will be eligible for re-appointment.

8.2.3 The committee will elect a Chair and Vice Chair, one from management and one from staff and the roles will alternate between management and staff. The Chair/Vice Chair will serve for three months or until three meetings have been chaired.

8.2.4 Any other staff, management person or industrial officer may be invited by the Consultative Committee to attend meetings of the Committee depending on the agenda items and the need for expert input.

8.3 Role of the Consultative Committee and Terms of Reference

8.3.1 The role of the Committee will be:

(a) to be the key forum for consultation between management and staff in the museum, with the emphasis on corporate issues and issues relating to groups or whole sections of the museum staff.

(b) to improve the operational efficiency and effectiveness of the museum.

(c) to consider work practices and programs; organisational structure; human resource matters, including staffing levels; operating policies and programs; working environments.

(d) to consider issues relating to the implementation of the cooperative negotiation agenda relating to the Crown Employees (Public Service Salaries June, 1997) Award.

(e) to resolve issues raised in the enterprise bargaining process which are considered appropriate for discussion/implementation through staff/management/union consultation.

(f) to monitor the implementation of the museum enterprise arrangements.

(g) to negotiate further industrial instruments and/or to consider changes to the existing instruments if staff and management so decide.

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8.3.2 The role of the Committee will not usually include consideration of issues or grievances pertaining to an individual. These will be dealt with in the usual way, ie. raised by individual staff directly with their supervisors, or through the grievance and dispute process.

8.3.3 The Committee will replace the Job Evaluation Consultative Committee and the Performance Management Consultative Committee.

#### 8.4 Role of Union Representatives

The role of the union representatives on the Committee will be:

- (a) to represent museum staff.
- (b) to consult with staff to identify issues which come within the ambit of the Committee's terms of reference.
- (c) to provide feedback to staff about the outcomes of discussion/action related to the issues raised.

#### 8.5 Role of Management Representatives

The role of the management representatives on the Committee will be:

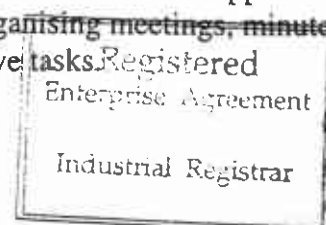
- (a) to represent all levels of museum management.
- (b) to provide an alternative avenue for issues raised by staff to be considered by the consultative committee.
- (c) to consult with management to identify issues which come within the ambit of the Committee's terms of reference and to ensure that the views presented are acceptable and able to be implemented.
- (d) to provide feedback to management about the outcomes of discussion/action related to the issues raised.
- (e) to implement the Committee's recommendations, subject to the approval of the Director, where required.

8.6 It will be the role of both staff and management representatives to suggest possible courses of action to resolve matters raised.

8.7 Neither staff nor management representatives will raise matters referred to the committee in other forums, without the agreement of the committee.

#### 8.8. Administrative matters

8.8.1 The museum will provide administrative support for the Committee. Support will include the preparation and distribution of agendas, organising meetings, minute taking and distribution and any follow-up administrative tasks.



- 8.8.2 The committee will meet monthly in accordance with an agreed timetable with an agenda prepared and distributed in advance. Extraordinary meetings could be called with the support of at least five Committee members.
- 8.8.3 A quorum of at least four members consisting of two staff and two management representatives including either the chair or vice-chair, will be required for each meeting.
- 8.8.4 A general reminder will be circulated to all staff providing adequate notice before each Committee meeting to enable items of interest to be raised with the staff representatives and, where appropriate, placed on the agenda.
- 8.8.5 Minutes will be made available to management and staff. Action taken as the result of Committee recommendations will be reported at the Director's monthly meeting, and through other reporting mechanisms such as newsletters, memos, other meetings, etc where appropriate.
- 8.8.6 All the duties, tasks and communication activities of the Committee members will be recognised as part of their core duties and performed during normal working hours.

## 9 HOURS OF DUTY

Hours of duty will be standardised at 35 hours a week for museum staff to commence from the beginning of the next pay period subsequent to ratification of this Agreement, excluding staff employed under the following classifications:

Security Officer, Security Officer - Control

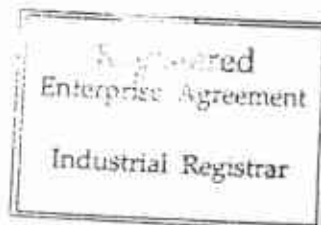
## 10. ANNUAL LEAVE LOADING

These provisions are in lieu of Leave clause 14 (v) Annual Leave Loading of the Crown Employees (Public Service Conditions of Employment 1997) Award.

The conditions applying within the Museum in relation to the payment of Annual Leave Loading are to be as follows:

- (a) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to payment of an annual leave loading of 17 1/2% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs (b) to (f) of this clause.

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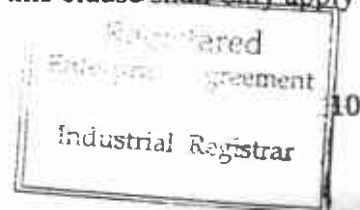
- (b) Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- (1) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five -weeks, whichever is the higher.
  - (2) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (c) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (1) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
  - (2) 17 1/2% annual leave loading.
- (d) Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (e) Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (f) Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (1) 1998 and subsequent annual leave loading entitlements will be paid automatically in the first pay of December of that year.
  - (2) where the first full leave year has not been completed as at December 1, pro-rata annual leave loading will be paid on the proportion of annual leave accrued.
  - (3) except in cases of ~~voluntary redundancy~~, proportionate leave loading is not payable on cessation of employment.

## 11 PENALTY PAYMENTS

These provisions are in lieu of Penalty Payments 15(ii) Shift Work of the Crown Employees (Public Service Conditions of Employment 1997) Award.

The conditions applying within the Museum in relation to Shift Work are to be as follows:

- (a) Weekday Shift Penalties within the Museum are to be as follows:
- a (1) Day - commencing at or after 6.30am and before 2.30pm - Nil
  - (2) Afternoon/night - commencing at or after 2.30pm and before 6.30am. - 15%.
- (b) The loadings specified in paragraph (a) of subclause (ii) of this clause shall only apply to shifts worked from Monday to Friday.



- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Shift workers shall receive the following:
  - (1) For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.
  - (2) For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of 100%.
  - (3) When rostered off on a public holiday - ordinary salary and an additional day's pay.
  - (4) When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of time and a half.
  - (5) Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.
  - (6) Additional leave on the following basis:

<i>Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year</i>	<i>Additional leave</i>
4 - 10	1 additional day
11 - 17	2 additional days
18 - 24	3 additional days
25 - 31	4 additional days
32 or more	5 additional days

- (f) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Director.
- (g) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- (h) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

- (i) If a shift worker resumes or continues to work without having, had eight (8) consecutive hours off duty, the shift worker shall be paid overtime until released from duty for eight (8) consecutive hours. The shift-worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (j) Time spent off duty may be calculated by determining the amount of time elapsed after.-
  - (1) the completion of an ordinary rostered shift; or
  - (2) the completion of authorised overtime; or
  - (3) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (k) Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (l) The rest period off duty shall be not less than eight (8) consecutive hours, when the overtime is worked for the purpose of changing shift rosters except -where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

### 13. JUNIOR RATES OF PAY

The Museum will pay junior staff the appropriate adult rates of pay where the staff member is performing identical duties to workers being paid the adult rates of pay.

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THIS AGREEMENT IS MADE AT SYDNEY ON THE 20 DAY OF May 1999

Signed for and on behalf of the  
PUBLIC EMPLOYMENT OFFICE  
By:

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)  
)  
) K. O. H.

in the presence of:

)  
)  
)  
) E. Casey

Signed for and on behalf of the  
MUSEUM OF APPLIED ARTS  
AND SCIENCES, by the Director,  
Museum of Applied Arts and Sciences:

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)  
) T. Mansfield

in the presence of:

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)  
)  
) J. Mandberg

Signed for and on behalf of the  
PUBLIC SERVICE ASSOCIATION AND  
PROFESSIONAL OFFICERS' ASSOCIATION  
AMALGAMATED UNION OF NEW SOUTH WALES)  
by:

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)  
) J. Good

in the presence of:

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Signed for and on behalf of the  
ELECTRICAL TRADES UNION of  
AUSTRALIA, NEW SOUTH WALES BRANCH  
by:

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) B. R. L.

in the presence of:

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) A. L.

