# TASMANIAN MUSEUM AND ART GALLERY

# INTERIM AGREEMENT

##### 2015

**between the**

Minister administering the *State Service Act 2000*

**and the**

Community and Public Sector Union (State Public Services Federation Tasmania) Inc;

## 1. TITLE

This Agreement shall be known as the **Tasmanian Museum and Art Gallery Interim Agreement 2015.**

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## 3. SCOPE

3.1 This Agreement is made in respect of employees employed in the Tasmanian Museum and Art Gallery (TMAG) in Front-of-House Operations (FOHO).

## 4. PARTIES BOUND

## 4.1 This Agreement shall be between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

## 5. PERIOD OF OPERATION

5.1 The Agreement will be for the period commencing on the date of registration and shall apply until 30 June 2016.

5.2 The parties agree to commence negotiations for a replacement Agreement six months prior to the nominal expiration of this Agreement.

## 6. RELATIONSHIP TO AWARDS AND AGREEMENTS

6.1 Where any inconsistency occurs between this Agreement and the relevant Award, being the Tasmanian State Service Award or any registered Agreement, with the Minister administering the *State Service Act 2000*,this Agreement shall prevail to the extent of the inconsistency.

6.2 The registered Agreement known as the ‘Tasmanian Museum and Art Gallery Hours Agreement 2010’ is cancelled by this Agreement.

## 7. PURPOSE

* 1. The purpose of this Agreement is to prescribe specific terms and conditions of employment for employees employed in FOHO.
  2. For the purposes of this Agreement FOHO includes all employees engaged in:
  + Visitors Services; and
  + Retail Services; and
  + Special Events; and
  + Cleaning and Maintenance.

## 8. HOURS OF WORK

8.1 The ordinary hours of work for a full-time employee are 36.75 per week or 73.5 per fortnight.

8.2 The ordinary hours of work for a part-time rostered employee are based on 38 hours per week or 76 hours per fortnight. This includes roster arrangements, percentage of full-time equivalent employment, contracts of employment and associated employment arrangements.

## 9. RATE OF PAY

9.1 The salary divisor for the hourly rate of pay is based on 1911 hours per year, notwithstanding the provisions of sub-clause 8.2.

## 10. ROSTER

10.1 The FOHO roster is developed and managed in accordance with the ’Roster Policy and Procedures’ which specifies the principles on which the roster is designed and the pattern in which employees are allocated work.

10.2 The roster prescribes work across seven (7) days per week including some public holidays.

10.3 The initial development of, and any subsequent amendment to, the “Roster Policy and Procedures” will be subject to the consultation provisions of the Award.

10.4 An employee who is not rostered to work on a day that is a Holiday with Pay is not paid for that day.

## 11. SPECIAL EVENTS

11.1 Special Events are functions hosted by TMAG on TMAG sites which occurs outside the normal TMAG operating hours.

11.2 Work performed on special events is described in a statement of duties specific to this work, is paid at the classification assigned to those duties and is treated as casual employment and therefore paid the appropriate loading in lieu of other entitlements;

11.3     An employee may consent to undertake work on special events however this work is separate and discrete from their normal work and therefore hours worked are not considered in calculating an entitlement to overtime or personal or recreational leave accruals;

11.4   The employer will monitor the hours worked by employees on special events and normal work to ensure excessive hours are not worked.

## 12. VISITOR SERVICES CO-ORDINATOR

12.1 A relief Visitor Services Coordinator or Shift Supervisor or equivalent role, is paid the salary of the lowest pay point in Band 3, for each hour an employee is required to act in this role.

12.2 To be eligible to undertake duties as a Visitor Services Coordinator or Shift Supervisor or equivalent role, an employee must have satisfactorily completed all appropriate training, including but not limited to chief fire warden training, first aid training and relevant training in workplace health and safety matters and be deemed competent to undertake the supervisory duties of the role.

## 13. RECREATION LEAVE

13.1 Employees who work according to a seven day per week roster will receive recreation leave according to the TSSA, Part VIII clause 5 (a) (iii) and (iv).

## 14. CALL IN

14.1 An employee may receive a call in to work to cover a vacancy on the roster which the employee is not obligated to agree to undertake. An employee is not eligible to be paid the availability allowance, or the recall to duty overtime rate.

## 15. OVERTIME

## 15.1 Overtime is payable when an employee works:

## outside the ordinary span of hours of 7.00am to 7.00pm; or

## more than their ordinary hours of work of 73.5 or 76 hours, as relevant to the employee’s ordinary hours of work, in any rostered fortnight.

## This provision excludes Special Events work.

15.2 This clause does not apply when an employee swaps rostered shifts or requests an alteration to their rostered shifts.

## 16. INTERIM AGREEMENT

16.1 The parties acknowledge that notwithstanding clause 5 of this Agreement a number of operational issues require ongoing monitoring, examination and review and that the contents of this Agreement may be changed during the life of this Agreement by the agreement of the parties.

16.2 The matters that require ongoing attention include, but are not limited to the salary and classification structure, salary progression, opening hours, public holiday pay, aggregation of salary, rostering and Special Events.

## 17. DISPUTE RESOLUTION

17.1 The Grievance and Dispute Settling procedure of the Tasmanian State Service Award outlines the process for addressing any issues that may arise from the implementation of this Agreement.

## 18. NO EXTRA CLAIMS

18.1 The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding the terms and conditions that are the subject of this Agreement.

## SIGNATORIES

This Agreement is made in Hobart on this ………………….of …………….. 2015

SIGNED FOR AND ON BEHALF OF

**Minister administering the *State Service Act 2000***

………………………………………………….

SIGNED FOR AND ON BEHALF OF

**Community and Public Sector Union (State Public Services Federation Tasmania) Inc.**

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