Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Phillip Island Nature Parks Agreement 2025 - 2029

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 Title

1.1 This Agreement shall be known as the PHILLIP ISLAND NATURE PARKS AGREEMENT – 2025 - 2029.

2 Table of Contents

Clause no. Page no.

PART 1 - APPLICATION AND OPERATION OF AGREEMENT 2
1 Title 2
2 Table of Contents 2
3 Definitions 4
4 Period of Operation 5
5 Statement of Intent/No Extra Claims 5
6 Parties Bound and Coverage 5
7 Individual Flexibility Arrangements 6
8 Consultation/Introduction of Change 7
9 Contract of Employment 9
10 Position Descriptions/Salary Pay Points 12
11 Management of Performance 14
12 Disciplinary Procedures 15
13 Learning & Development 15
14 Study Leave 15
15 Hours of Work 16
16 Additional Hours and Penalties 17
17 Breaks between shifts, split shifts, call backs and emergency situations 20
18 Dual employment of part-time Employees 21
19 Flexible Working Arrangements (specific circumstances) 21
PART 2 - WAGES AND RELATED MATTERS 23
20 Jobs and Salary Pay Points and Pay Increases 23
21 Once off lump sum payment 23
22 Seven Day Roster Loading 24
23 On-call Allowance 26
24 Meal and Tea Breaks 26
25 Payment of Wages 26
26 Higher Duties 26
PART 3 - LEAVE 27
27 Public Holidays 27
28 Annual Leave 28
29 Purchased leave 28
30 Long Service Leave 29
31 Personal/Carer's Leave 31
32 Compassionate Leave 32
33 Reproductive and wellbeing leave 33

34 Family and Domestic Violence Leave 34
35 Parental Leave 37
36 Cultural and Ceremonial Leave 47
37 Gender Affirmation Leave 47
38 Leave Without Pay 49
39 Right to disconnect during periods of leave and outside of working hours 49
PART 4 – OTHER MATTERS 49
40 Accident Pay 49
41 Emergency Services Leave 50
42 Court Attendance 50
43 Travelling and Accommodation 50
44 Uniforms and Protective Clothing 51
45 Superannuation 52
46 Termination 52
47 Redeployment and Redundancy 53
PART 5 - DISPUTE RESOLUTION 54
48 Settlement of Disputes 54
49 Circumstances Impacting Upon Delivery of Services 55
50 Workplace delegates' right 56
51 Union Encouragement 59
52 Agreement Signatories 59
APPENDIX 1 - WAGE RATES 60
APPENDIX 2 - CLASSIFICATION DESCRIPTIONS 64

3 Definitions

3.1 "Act" means the *Fair Work Act 2009* (Cth)

3.2 "Assistance Animal" means an animal formally trained to assist a person with a disability to alleviate the effect of their disability. This includes:

3.2.1 a guide dog for people with a vision impairment;

3.2.2 a hearing dog for people with a hearing impairment;

3.2.3 assistance dogs for people with a physical disability;

3.2.4 medical alert animals that help people before and during a medical emergency;

3.2.5 psychiatric service animals that help people with a mental illness; or

3.2.6 any other animal agreed by the Nature Parks or to which an Assistant Animal Pass granted by the Department of Transport and Planning (or any of its successor Departments). An Assistance Animal does not include a pet, companion, or therapy animals.

3.3 "The/this Agreement" means the Phillip Island Nature Parks Agreement 2025 – 2029.

3.4 "CEO" means the Chief Executive Officer of the Nature Parks or their nominee.

3.5 "Commencement Date" means the date this Agreement comes into force, as set out in clause 4.1.

3.6 "Employee" means all persons employed by the Nature Parks except for persons employed by the Nature Parks on an Executive Contract.

3.7 "Executive Contract" an executive contract and/or Public Entity Executive Employment Contract

3.8 "FWC" means Fair Work Commission

3.9 "Immediate Family" means a Spouse, Significant Other, child (including someone who is a child of the person within the meaning of the *Family Law Act 1975,* an adopted child or step-child), parent, grandparent, grandchild or sibling of the Employee or the Employee's Spouse

3.10 "Junior Employee" means an Employee who is under 21.

3.11 "NES" means the National Employment Standards as contained in Part 2-2 of the Act

3.12 "Nature Parks" means the Phillip Island Nature Parks Board of Management.

3.13 "Ordinary Rate of Pay" means the base rate of pay prescribed in Appendix 1 for work being performed, and does not include overtime, weekend and/or public holiday related payments

3.14 "Regular Casual Employee" means an Employee who has been employed on a casual basis for a sequence of periods of employment during a period of at least 12 months and has a reasonable expectation of continuing employment by Nature Parks on a regular and systematic basis.

3.15 “Seven Day Roster Loading” means the 23% loading paid on a seven day roster Employee’s Ordinary Rate of Pay, subject to the Employee meeting the criteria prescribed in clause 22 of this Agreement.

3.16 ”Significant Other” means a person with significant family or personal connection to the Employee.

3.17 “Spouse” means a husband or wife (current or former), and a defacto or former defacto partner (including same sex partners) who are living or have lived together on a bona-fide domestic basis.

3.18 “Union” means Australian Services Union (ASU)

4 Period of Operation

4.1 This Agreement will commence operation seven days following approval by the FWC (**Commencement Date**) and will nominally expire 30 September 2029.

4.2 Subject to clause 5, the parties to this Agreement agree that no extra claims shall be made during the life of this Agreement.

4.3 Evaluation and review of the Agreement by the relevant parties will commence six months prior to the nominal expiry date of the Agreement as specified in clause 4.1.

5 Statement of Intent/No Extra Claims

5.1 It is a term of this Agreement that no further claims by way of wages, salaries or conditions will be pursued while the Agreement is in force.

5.2 Clause 5.1 does not apply to Employee promotion, Employee transfer or review of a position by the Nature Parks due to changes in position functions and accountabilities.

5.3 The parties to this Agreement intend that the Agreement contains all terms and conditions of employment applicable to Employees.

5.4 It is further agreed that this Agreement represents all conditions of employment and is the settlement of disputed matters between the parties.

5.5 The Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6 Parties Bound and Coverage

6.1 The Agreement is binding upon:

(a) The Phillip Island Nature Parks Board of Management (**Nature Parks**); and

(b) all Employees engaged by the Nature Parks, with the exception of Employees engaged on an Executive Contract.

6.2 In accordance with section 183(1) of the Act, the Agreement will cover the Australian Services Union (**Union**) that was a bargaining representative for the proposed enterprise agreement, provided that FWC notes in its decision to approve the Agreement that the Agreement covers the Union.

7 Individual Flexibility Arrangements

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

7.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this agreement:

(a) Clause 20 (Jobs and Salary Pay Points and Pay Increases)

(b) Clause 15 (Hours of Work)

(c) Clause 22 (Seven Day Roster Loading)

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

7.4 The Nature Parks must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement was agreed to.

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

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

7.7 The Nature Parks must ensure that any individual flexibility arrangement sets out:

(a) the terms of this Agreement that will be varied by the arrangement;

(b) how the arrangement will vary the effect of the terms;

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

(d) the day on which the arrangement commences.

7.8 The Nature Parks must ensure that any individual flexibility arrangement:

(a) is about matters that would be permitted under section 172 of the Act;

(b) does not include any term that would be an unlawful term under section 194 of the Act; and

(c) provides for the arrangement to be terminated:

(i) by either the Employee or the Nature Parks giving a specific period of written notice, with the specific period being not more than twenty eight days and

(ii) at any time by written agreement between the Employee and the Nature Parks.

7.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

8 Consultation/Introduction of Change

8.1 This term applies if the Nature Parks:

(a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

MAJOR CHANGE

8.2 For a major change referred to in clause 8.1(a):

(a) the Nature Parks must notify the relevant Employees and their union of the decision to introduce the major change; and

(b) subclauses 8.3 to 8.9 apply.

8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

(a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Nature Parks of the identity of the representative, the Nature Parks must recognise the representative.

8.5 As soon as practicable after the Nature Parks has developed a change proposal the Nature Parks must:

(a) discuss with the relevant Employees, and any representative nominated by a relevant Employee:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the Nature Parks is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees, and any representative nominated by a relevant Employee:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.

8.6 However, the Nature Parks is not required to disclose confidential or commercially sensitive information to the relevant Employees, and any representative nominated by a relevant Employee.

8.7 The Nature Parks must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, and any representative nominated by a relevant Employee.

8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Nature Parks, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.

8.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

(a) the termination of the employment of Employees; or

(b) major change to the composition, operation or size of the Nature Parks' workforce or to the skills required of Employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

8.10 For a change referred to in clause 8.1(b):

(a) the Nature Parks must notify the relevant Employees of the proposed change; and

(b) subclauses 8.11 to 8.15 apply.

8.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.12 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Nature Parks of the identity of the representative, the Nature Parks must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the Nature Parks must:

(a) discuss with the relevant Employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Nature Parks reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Nature Parks reasonably believes are likely to affect the Employees; and

(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14 However, the Nature Parks is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.15 The Nature Parks must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

8.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in clause 8.1.

9 Contract of Employment

9.1 APPOINTMENT

Appointment of Employees, whether it is internal or external, will be non-discriminatory.

9.2 FORM OF EMPLOYMENT

Employees covered by this Agreement may be employed on:

(i) an ongoing basis as full time or part time; or

(ii) fixed term basis as full-time or part-time; or

(iii) a casual basis.

9.2.1 At the time of engagement the Nature Parks will inform each new Employee of the terms of their engagement and in particular whether they are to be employed on a full time, part time, fixed term or casual basis. In addition, at the time of changing roles and/or employment conditions, Employees will be advised of any changes.

(a) A full-time Employee is one who is engaged to work the ordinary working hours prescribed in clause 15 - Hours of Work.

(b) A part-time Employee is an Employee who:

(i) works less than full-time hours of 38 per week or averages less than 38 hours per week over the fortnight; and

(ii) has reasonably predictable hours of work; and

(iii) receives on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

9.2.2 A fixed term Employee is an Employee who is engaged on a fixed term basis to work full-time or part-time hours.

9.2.3 An Employee may be employed on a fixed term basis, in one or more of the following circumstances:

9.2.3.1 the replacement of an Employee during a temporary absence (for example, because an Employee is on approved leave),

9.2.3.2 filling a vacancy, resulting from another Employee undertaking a temporary assignment or secondment;

9.2.3.3 undertaking work during a peak demand period;

9.2.3.4 undertaking work during emergency circumstances;

9.2.3.5 undertaking a distinct and identifiable task involving specialised skills, which is funded for a specific purpose;

9.2.3.6 a contract in relation to a training arrangement;

9.2.3.7 temporarily filling a vacancy where:

9.2.3.7.1 following an appropriate selection process, a suitable ongoing Employee is not available, or

9.2.3.7.2 the Employee is filling a vacant role whilst a review of the area is undertaken.

9.2.4 Employees will be employed on a fixed term basis for a maximum of two years, other than in exceptional or unforeseen circumstances.

9.2.5 Other than set out at clauses 9.2.3 to 9.2.4, fixed term employment will otherwise be in accordance with the Act.

9.3 A casual Employee is an Employee who fits the definition of casual employee as contained in section 15A of the Act. Casual Employees will be paid the relevant Ordinary Rate of Pay plus a loading of 25% (**Casual Loading Component**)**.** The Casual Loading Component is paid to compensate casual Employees for the non-application of permanent Employee entitlements, namely paid annual leave, paid personal/carer's leave, paid community service leave, payment in lieu of notice of termination, redundancy pay, and payment for public holidays not worked.

9.4 RIGHT TO REQUEST CASUAL CONVERSION

9.4.1 Casual employees may access the Employee Choice Pathway in accordance with Division 4A of Part 2-2 of the Act. The Nature Parks will comply with all obligations imposed by sections 66AAB and 66AAC of the Act, as amended from time to time.

9.4.2 A person engaged by the Nature Parks as a casual Employee may give a written notification to the Nature Parks seeking conversion to full-time or part-time employment, subject to that person meeting the eligibility requirements to give a written notification under section 66AAB of the Act.

9.4.3 A casual Employee may give such a notification if they believe they are no longer a casual Employee within the meaning of section 15A of the Act.

9.4.4 Where a notification is accepted, the Employee will convert to full-time or part-time employment in accordance with the Act. The Employee's ongoing hours of work will be determined by agreement between the Employee and the Nature Parks.

9.4.5 Any notification under this clause must be in writing and provided to the Nature Parks.

9.4.6 Where a notification is received, the Nature Parks must provide a written response to the Employee within 21 days of receiving the notification. Before making a decision, the Nature Parks must consult with the Employee.

9.4.7 A notification may only be refused in accordance with the Act where:

(a) having regard to section 15A of the Act and the Employee's current employment relationship with the Nature Parks, the Employee continues to meet the definition of a casual Employee;

(b) there are fair and reasonable operational grounds for not accepting the notification; or

(c) accepting the notification would result in the Nature Parks not complying with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

9.4.8 Any fair and reasonable operational grounds relied upon by the Nature Parks must be based on facts that are known, or reasonably foreseeable, at the time the notification is responded to.

9.4.9 Where the Nature Parks refuses a notification under this clause and the matter remains unresolved, the matter will constitute a dispute and will be dealt with under the dispute resolution procedure in clause 48.

9.4.10 Where a notification is accepted, the written response must specify whether the Employee will change to permanent full-time or part-time employment and the date on which the change will take effect, as agreed by the parties or otherwise in accordance with the Act.

9.4.11 Following conversion, any subsequent change to casual employment must be by written agreement between the parties and otherwise comply with the Act.

9.4.12 A casual Employee must not be engaged and reengaged (which includes a refusal to reengage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

9.4.13 Nothing in this clause requires the Nature Parks to increase the hours of a casual Employee seeking conversion to full-time or part-time employment.

9.5 EMPLOYMENT TENURE

The Nature Parks acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the community.

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

9.6 PROBATIONARY PERIOD

(a) The initial employment of new permanent Employees shall be on a six month probationary basis. During the six month probationary period a representative of the Nature Parks will meet with the Employee concerned at least twice during the probation period to review their performance.

(b) At any such review if work performance is deemed to be unsatisfactory, the leader shall advise the Manager immediately with a view for the leader to implement opportunities to improve work performance, which will be discussed with the Employee concerned.

(c) A probationary Employee may elect to have a third person of their choice present to assist them in these discussions.

(d) If a probationary Employee is unable to perform their duties, or their performance is unsatisfactory, employment may be terminated with one week's notice or payment in lieu of notice at any time during or at the end of the probationary period.

(e) At the completion of the probationary period with the Nature Parks, the Employee will continue their employment if the Nature Parks issues a satisfactory probationary report in respect of performance by the Employee during the probationary period.

10 Position Descriptions/Salary Pay Points

10.1 POSITION DESCRIPTIONS

A description of current duties and responsibilities and expected performance standards will be provided in a Position Description for each Employee. In the event of any proposal to substantially change duties and responsibilities for any position, discussions will be held between the Employee and their leader with a view to reaching agreement to the proposed change in duties and responsibilities.

10.2 **SALARY PAY POINTS**

10.2.1 **Definitions**

(a) **Top of Band Payment** means the 1.75 percent lump sum of the Employee's Salary as at 30 June of the Performance Cycle, paid in accordance with this clause to an Employee at the top of their band in lieu of Progression.

(b) **Pay Point Progression** means advancing to the next progression step along the band at a rate of 1.75 percent of the Employee's Salary as at 30 June of the Performance Cycle, paid in accordance with this clause.

(c) **Performance Cycle** means the performance review period from 1 July to 30 June of the preceding financial year.

10.2.2 **Pay Point Progression**

(a) The parameters for Employee Pay Point Progression are as set out in this clause.

(b) Pay Point Progression is not an automatic right, but reflective of an Employee's value-added competency including the development of new skills, knowledge and experience.

(c) Progression will be assessed annually during performance conversations, subject to clause 10.2.2(c).

(i) For the first two years of an Employee's employment or appointment to a Band, the Employee must achieve a performance outcome of satisfactory (or its equivalent) as at the end of the Performance Cycle to achieve Pay Point Progression to progress up to Salary Point 0.3 of the Band.

(ii) After an Employee has completed two years' employment or appointment to a Band, or where the Employee has reached (or is otherwise appointed to) Salary Point 0.3 of the Band, the Employee must achieve a performance outcome which exceeds a satisfactory rating (or its equivalent) as at the end of the Performance Cycle to achieve Pay Point Progression up to the top of Band.

(d) Employees classified at Level 5 can progress a maximum of 6 steps or to the top of their Band, at which point they will no longer be eligible for Pay Point Progression but are instead eligible for a Top of Band Payment.

(e) Employees classified at Level 6 are not eligible for Pay Point Progression payments and are instead eligible for a Top of Band Payment where they achieve a performance outcome that exceeds a satisfactory rating (or its equivalent) at the end of a Performance Cycle and all other performance criteria are met.

(f) Where an Employee is assessed as having not met their agreed Performance Criteria for that Performance Cycle, the Employee will not obtain Pay Point Progression or be paid a Top of Band Payment.

(g) Employees who refuse to participate in the Performance Cycle process will be ineligible for Pay Point Progression or a Top of Band Payment, unless the Employee's lack of participation is due to the Nature Parks' failure to initiate the performance review process.

10.3 ASSISTANCE IN EVENT OF DISAGREEMENT

(a) If agreement cannot be reached in relation to a Position Description, salary pay point or Classification, in accordance with the applicable policy, an Employee may appeal to the People and Culture team for resolution of the matter. In assessing the salary pay point within a classification consideration can be given to a range of matters including duties and responsibilities, experience, skills, knowledge, training and duties of a similar nature. An Employee may elect to have a third person of their choice to assist or represent them in these discussions.

(b) An Employee's appeal under clause 10.3(a) may only occur once in a 12-month period.

10.4 ELIGIBILITY REQUIRMENTS AND PAYMENT

(a) An Employee is eligible to be considered for a Pay Point Progression or a Top of Band Payment when the Employee has been continuously employed by the Nature Parks for 6 months as at the end of the Performance Cycle.

(b) An Employee is not eligible to be considered for a Pay Point Progression or Top of Band Payment in respect of a Performance Cycle if:

(i) the Employee has been continuously employed in the Nature Parks for less than 6 months as at the end of the Performance Cycle;

(ii) the Employee is serving a notice period (whether the Employee has resigned or been provided notice of termination by the Nature Parks);

(iii) The Employee is subject to a performance improvement plan or disciplinary action in respect of underperformance and/or conduct concerns.

(c) If an Employee has been performing higher duties during all or part of the Performance Cycle the following will apply:

(i) The Employee will be eligible to be considered for Pay Point Progression or a Top of Band Payment for the duration of their performance of higher duties.

(ii) If an Employee receives a performance outcome of satisfactory or exceeds satisfactory (or its equivalent) such that a Pay Point Progression or Top of Band Payment is made while undertaking higher duties, that Pay Point Progression or Top of Band Payment will be taken into consideration when assessing the Employee's performance outcome for the relevant Performance Cycle after the Employee returns to their substantive position.

(d) Progression will be effective as of the first full pay period after 1 July following the completion of the Performance Cycle process to which the progression relates.

(e) Top of Band Payments will be paid as a lump sum processed by the Nature Parks at the same time as other progression outcomes resulting from the Performance Cycle.

11 Management of Performance

11.1 The performance management system is directed towards improving the work performance of Employees.

11.2 The performance of Employees will be assessed against a set of values, objective key performance indicators and their key responsibilities as detailed in their relevant position description.

11.3 Performance will be formally reviewed every twelve months.

11.4 The Nature Parks may formulate a performance improvement plan for an Employee who exhibits unsatisfactory performance to a level identified by the system. If the Employee does not comply with the plan, having undergone counselling and development in an attempt to improve their performance level, they may be subject to disciplinary action, which may result in termination of their employment.

11.5 The Nature Parks reserves the right to introduce an individual performance based remuneration system in conjunction with the performance management program.

11.6 This clause shall not apply to probationary Employees.

12 Disciplinary Procedures

12.1 The Nature Parks will ensure that it has a clearly documented and published procedure for disciplinary matters which incorporates:

(a) the principles of natural justice;

(b) confidentially of process;

(c) fairness in process;

(d) the right to representation, including union representation at any stage of the process; and

(e) the right to be provided any relevant information in advance of any discussions.

12.2 Work performance matters will be addressed through the Nature Parks performance improvement process in accordance with clause 11.4.

13 Learning & Development

13.1 Nature Parks and Employees shall implement a learning and development program consistent with:

(a) the current and future skill needs of the Nature Parks;

(b) the size, structure and nature of the operations of the Nature Parks;

(c) the need to develop vocational skills relevant to the Nature Parks through courses conducted by accredited educational institutions and providers; and

(d) succession Planning.

13.2 Learning and development for Employees will be identified through the performance development process and through day to day management of the Employee.

13.3 If a learning and development activity is undertaken during ordinary working hours (rostered hours or course duration), the Employee concerned shall not suffer any loss of pay. Where the learning and development activity is pre-paid by the Nature Parks, the Employee shall repay the cost if they fail to complete or pass the program/course.

13.4 When an Employee participates in non-compulsory training, information sessions and meetings of less than 3 hours duration, the Employee shall be paid only for the time of attendance.

14 Study Leave

14.1 In addition to job related learning and development provided by the Nature Parks, an ongoing full time or part time Employee who wishes to undertake an accredited course on a part time basis and which is consistent with their career aspirations and current or future needs of the Nature Parks may, subject to the endorsement of the Nature Parks be provided with assistance in the form of:

(a) one day of paid leave prior to each examination; and

(b) reimbursement of an agreed proportion of fees (excluding HECS and Union fees) upon successful completion of modules or units.

14.2 Assistance with an accredited course of study (as set out in clause 14.1 above) will be subject to a qualifying period of 12 months permanent employment with the Nature Parks.

14.3 Approval in writing is required prior to commencement.

15 Hours of Work

Ordinary hours for full time Employees will be arranged on the basis of 38 hours per week.

Ordinary Hours for part time Employees shall not exceed 75 hours per fortnight, and a part time Employee shall not be deemed to be a full time Employee at any stage.

The maximum hours that may be worked in any day is 10, however an Employee may not work 10 hours per day for more than two consecutive days.

15.1 **ROSTERS**

Hours will be worked in accordance with a five day Monday to Friday roster or a seven day roster on any day of the week.

(a) Rosters will be issued no later than 14 days prior to the commencement of the roster.

(b) Each roster period is for 14 days and needs to give consideration to the previous roster.

(c) Any changes to an Employee's rostered hours of duty will be notified at least 24 hours or such lesser agreed period prior to proposed change of roster.

(d) Unless otherwise agreed, hours for part time Employees will be arranged on the basis of not less than 18 hours averaged over a fortnight. The minimum length of a shift shall be three hours, except in respect to non-compulsory training, information sessions and meetings as per clause 13.4.

15.2 **ROSTER DAY OFF (RDO)**

(a) Unless otherwise agreed, full time Employees employed on a five day or seven day roster shall be entitled to one day off work each month (19 day month) based upon accrued hours worked. Changes from non-RDO roster to RDO rosters must be by agreement.

(b) Employees on an RDO roster shall work 152 hours per month over 19 days or 8 hours per day.

(c) Hours of work under this arrangement are rostered with the starting and finishing time determined by Nature Parks.

(d) Unless otherwise approved, a RDO shall be taken on the day as set out in the roster.

(e) No more than 8 hours may be worked on any one day for the purpose of RDO time accrual.

15.3 **SEVEN DAY ROSTER PROVISIONS**

(a) Rosters will have regard to customer needs, seasonal conditions, operational requirements, and personal and family circumstances. Nature Parks will seek equity and a fair distribution of allocated hours between weekdays, weekends and public holidays to accommodate the personal and family needs of staff and the work requirements of Nature Parks.

(b) Unless otherwise agreed rosters will provide for a break of at least two consecutive days between each period of rostered work.

(c) Unless otherwise agreed, rosters for part time Employees will provide for a weekend break (Saturday and Sunday) at least once every two roster periods.

(d) Clause 15.3(c)) ceases to apply during periods where clause 49 (Circumstances Impacting Upon Delivery of Services) is operative. In these circumstances, rosters for part time Employees will endeavour to provide for a weekend break (Saturday and Sunday) at least once every six roster periods.

(e) Unless otherwise agreed, hours for part time staff will be arranged on the basis of not less than 18 hours averaged over a fortnight. The minimum length of a shift shall be three hours, except in respect to non-compulsory training, information sessions and meetings as per 13.4.

15.4 **ROSTER VARIATION**

(a) **Seven Day Roster**

For the purpose of meeting seasonal requirements or special circumstances an Employee working in accordance with a seven day roster may, by mutual agreement, work split or additional shifts to meet respective requirements of the Employee or Nature Parks.

(b) **Five Day Roster**

For the purpose of meeting seasonal requirements a full time Employee working in accordance with a five day Monday to Friday roster may, by mutual agreement, work more or less days and hours Monday to Friday provided that total hours including periods of paid leave equal 152 hours in a four week period.

16 Additional Hours and Penalties

16.1 **ADDITIONAL HOURS**

(a) It is recognised that it may be necessary to perform some additional hours outside of rostered hours. An Employee shall not be required to work unreasonable additional hours. An Employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the Employee working hours that are unreasonable having regard to:

(i) any risk to the Employee's health and safety from working the additional hours;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the Nature Parks of any request or requirement to work additional hours;

(v) the notice (if any) given by the Employee of their intention to refuse to work the additional hours;

(vi) the Employee's entitlement (if any) to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

(viii) the nature of the Employee's role and their level of responsibility;

(ix) whether the additional hours are in accordance with averaging terms in set out in this Agreement; and

(x) any other relevant matter.

(b) Employees will not be paid for additional time worked unless their manager approves such additional time. Employees classified as Level 6 have no entitlement to any additional payment for approved additional time.

(c) Where an Employee in receipt of a Seven Day Roster Loading (as set out in clause 22) is required to perform additional hours outside of rostered hours, such additional time approved by their manager may be taken as time in lieu or be paid for at the Employee's Ordinary Rate of Pay, which will be one hour for each additional hour worked.

(d) Except for Employees classified as Level 6, Employees employed on a five day roster will not be paid for additional hours unless such additional hours are approved by their manager. At the election of the Employee additional approved hours may be:

(i) taken as time in lieu, which will be one hour for each additional hour worked; or

(ii) paid out to the Employee at the following rates:

Overtime	**Rate of pay**
First three hours Monday to Saturday	150% of the Ordinary Rate of Pay
After the first three hours Monday to Saturday	200% of the Ordinary Rate of Pay
Sunday	200% of the Ordinary Rate of Pay
Public Holidays	250% of the Ordinary Rate of Pay

16.2 **WEEKEND AND PUBLIC HOLIDAY PENALTY RATES**

(a) Except for Employees classified as Level 6, full time and part time Employees are entitled to the following rates for ordinary hours worked on weekends and public holidays:

Day	**Five day roster Employee**	**Seven day roster Employee**
Saturday	175% of the Ordinary Rate of Pay	123% of the Ordinary Rate of Pay
Sunday	175% of the Ordinary Rate of Pay	123% of the Ordinary Rate of Pay
Public Holiday	250% of the Ordinary Rate of Pay	250% of the Ordinary Rate of Pay

(b) The rates prescribed in the above table for full time and part time Employees are inclusive of the Seven Day Roster Loading.

(c) Except for Employees classified as Level 6, Casual Employees are entitled to the following rates for ordinary hours worked on weekends and public holidays:

Day	**Casual Employees**	**Seven Day Roster Casual Employees who meet the criteria set out in clause 22.5(a)**
Saturday	175% of the Ordinary Rate of Pay	148% of the Ordinary Rate of Pay
Sunday	175% of the Ordinary Rate of Pay	148% of the Ordinary Rate of Pay
Public Holiday	250% of the Ordinary Rate of Pay	250% of the Ordinary Rate of Pay

(d) The rates prescribed in the above table for casual Employees are inclusive of any applicable casual loading and the Seven Day Roster Loading.

16.3 **TIME IN LIEU**

(a) Time in lieu shall accrue when additional work is undertaken in excess of 15 minutes immediately prior to the commencement of a shift or 15 minutes immediately after the completion of a shift.

(b) For the avoidance of doubt, an Employee classified as Level 6 has no entitlement to accrue time in lieu.

(c) Any accumulation of time in lieu shall not normally exceed 20 hours and are to be taken by the end of the following month unless otherwise approved by the Employee's manager.

(d) Time in lieu will generally be taken in full day increments however may be used in lesser periods.

(e) Upon resignation or termination any accumulated time in lieu will be paid at the Ordinary Rate of Pay.

(f) Where the accumulation of time in lieu may be required to exceed the maximum 20 hours accrual as a result of seasonal requirements, school holiday periods or operational reasons, managers are required to seek prior approval from the CEO before time in lieu accruing hours are worked by the Employees concerned.

(g) Accruals in excess of 20 hours shall be reduced by the taking of time off within four weeks of the accrual being in excess unless otherwise agreed.

(h) All time in lieu accrued hours must be cleared by the final payroll prior to 30 June each year unless otherwise approved by the CEO. Exceptional circumstances only will be recognised for carryover of time in lieu.

(i) Should the Employee not have enough hours to make a full day's leave, they may take only the accrued time or make up the time to a full day's leave from their annual leave or long service leave accruals.

(j) Hours accrued after the final payroll is completed will be accrued into the new financial year.

16.4 ROSTERED NIGHT SHIFT

(a) Employees (other than Employees classified as Level 6) and rostered on a shift that finishes between 9:00pm and 5:00am the following day to attend to a Special Operation or perform Approved Critical Work will receive a loading of 15% on their Ordinary Rate of Pay for the duration of their rostered shift.

(b) Any overtime will be paid in accordance with this Agreement's overtime provisions.

(c) For the purposes of this clause:

(i) a **Special Operation** means work related to wildlife that can only be performed at night, including but not limited to, bandicoot trapping and spotlighting;

(ii) **Approved Critical Work** means ad hoc work on tasks or projects that are required to be undertaken outside an Employee's regular roster, and the work involves critical work which is essential for IT systems and maintenance.

17 Breaks between shifts, split shifts, call backs and emergency situations

17.1 BREAK BETWEEN SHIFTS

There will be a minimum 10 hour break between the end of one shift and the commencement of the next shift as a general rostering practice. In exceptional circumstances this may be varied by agreement between the Nature Parks and the Employee(s) concerned provided that occupational health & safety guidelines are taken into consideration.

17.2 SPLIT SHIFT

(a) Split shifts may be rostered to meet varying needs of the Nature Parks (refer to clause 15.4(a) (Roster Variation - Seven Day Roster).

(b) Where an Employee is rostered to work a split shift and the break between the shifts is less than two hours the Employee shall be paid for that time at the Ordinary rate of pay.

(c) An Employee who is offered additional hours commencing after the Employee's rostered finishing time, is not entitled to be paid as set out in clause 17.2(b).

17.3 **CALL BACK**

An Employee who is recalled to work additional hours (including on a Saturday, Sunday or public holiday) shall be paid a minimum of three hours at the appropriate Ordinary Rate of Pay. Time spent in travelling to and from work shall be regarded as time worked.

17.4 **EMERGENCY SITUATIONS**

An Emergency Situation is one where the CEO determines that a sudden or urgent occasion for action has arisen. Such an Emergency Situation will remain in place until it is revoked by the CEO.

(a) In the event that an Emergency Situation has been determined, rostering may be changed by 24 hours' notice or such lesser period agreed with individual Employees.

(b) Employees who are directed in an emergency situation to perform additional duties outside of rostered hours and which are authorised by the Manager or their nominee, will be paid two times their Ordinary Rate of Pay for each additional hour worked.

(c) As this Agreement does not provide for penalty rates applicable in a fire situation, Employees who, whilst performing duties for Nature Parks, are involved in working alongside Commonwealth or State Employees in such circumstances will receive the same terms and conditions to those persons, if those terms and conditions are in excess of those applicable to Nature Parks Employees.

18 Dual employment of part-time Employees

18.1 Part time Employees may apply to be employed in multiple roles. The approval of such an application will be at the absolute discretion of the Nature Parks.

18.2 Subject to approval by the Nature Parks, an Employee employed in different roles will be issued separate employment contracts for each role.

18.3 In accordance with clause 15, the maximum number of ordinary hours that can be worked across all roles combined cannot exceed 75 hours per fortnight and shall not be deemed to be an ongoing full time Employee at any stage. An Employee will be paid at the applicable Ordinary Rate of Pay for the role in which they have been rostered.

18.4 When the hours worked across all roles combined exceeds 75 hours per fortnight, any additional hours will be paid in accordance with clause 16.1.

19 Flexible Working Arrangements (specific circumstances)

19.1 **Right to request flexible working arrangements**

(a) An Employee may request a change in working arrangements that may include (but is not limited to) changes in hours of work, changes in patterns of work and changes in location of work, in any of the following circumstances:

(i) the Employee is pregnant;

(ii) the Employee is a parent, or has responsibility for the care, of a child, who is of school age or younger. This includes Employees who provide foster care and Employees who are grandparents that have responsibility for the care of a child who is of school age or younger;

(iii) the Employee is a carer;

(iv) the Employee has a disability, including an Employee that is suffering from a chronic illness;

(v) the Employee is 55 or older;

(vi) the Employee is experiencing family or domestic violence;

(vii) the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing family and domestic violence.

(b) To avoid doubt, and without limiting subclause 19.1(a)), an Employee who:

(i) is a parent, or has responsibility for the care, of a child; and

(ii) is returning to work after taking leave in relation to the birth or adoption of the child,

may request to work part-time to assist the Employee to care for the child.

(c) The Employee is not entitled to make the request unless:

(i) for an Employee other than a casual Employee: the Employee has completed at least twelve months of continuous service with the Nature Parks immediately before making the request; or

(ii) for a casual Employee: the Employee is a Regular Casual Employee

(d) The request must be in writing and set out details of the change sought and of the reasons for the change.

(e) The Nature Parks must give the Employee a written response to the request within 21 days, stating whether the Nature Parks grants or refuses the request.

(f) The Nature Parks may only refuse the request if Nature Parks has:

(i) discussed the request with the Employee;

(ii) genuinely tried to reach an agreement with the Employee about making changes to their working arrangements;

(iii) not been able to reach an agreement with the Employee;

(iv) regard to the consequence of the refusal for the Employee; and

(v) refused the request on reasonable business grounds and after meeting with the Employee to discuss the request.

(g) If the Nature Parks refuses the request, the written response under subclause 19.1(e) must include details of the reasons for the refusal in accordance with section 65A(6) of the Act.

PART 2 - WAGES AND RELATED MATTERS

20 Jobs and Salary Pay Points and Pay Increases

20.1 Employees employed by the Nature Parks at the Commencement Date of this Agreement will receive the following Ordinary Rate of Pay increases

20.1.1 from the first full pay period on or after 1 October 2025;

(a) Employees who are classified at Levels 1 to 4: 7%;

(b) Employees who are classified at Levels 5 to 6: 6%;

20.2 Employees employed by the Nature Parks at or after the Commencement Date of this Agreement will receive the following Ordinary Rate of Pay increases:

20.2.1.1 3% from the first full pay period on or after 1 October 2026;

20.2.1.2 3% from the first full pay period on or after 1 October 2027;

20.2.1.3 3% from the first full pay period on or after 1 October 2028.

20.3 Ordinary Rates of Pay and allowances as increased in accordance with this clause for the life of the Agreement are set out in Appendix 1.

20.4 **Junior Employees**

Junior Employees will be employed by Nature Parks in Level 1 roles and paid according to the Junior Employee rates set out at Appendix 1.

20.5 **Tool allowance**

All tools are provided by the Nature Parks and Employees are not required or expected to provide any tools at their own expense.

20.6 **Meal allowance**

Where practicable Employees are offered staff meals (including drinks) at reduced rates.

21 Once off lump sum payment

21.1 Permanent Employees and Regular Casual Employees who are Eligible Employees are entitled to a one-off lump sum payment.

21.2 The maximum payment is $4,455 (plus superannuation, less applicable tax) and is payable to an Eligible Employee whose average ordinary hours worked during the 12 months immediately preceding the Payment Date are equivalent to the ordinary hours of a full-time employee.

21.3 The payment payable to an Eligible Employee will be calculated on a pro-rata basis according to the employee's average ordinary hours worked during the 12 months period immediately preceding the Payment Date

21.4 For the purposes of clause 21.3, the payment payable to an Eligible Employee will be determined by multiplying $4,455 by the ratio of the employee's average ordinary hours to the ordinary hours of a full-time employee,

$4,455 × (Employee average ordinary hours ÷ Full-time ordinary hours).

21.5 Where an Eligible Employee has been employed for less than 12 months preceding the Payment Date, the lump sum payment will be pro-rated based on:

21.5.1 the employee's average ordinary hours worked; and

21.5.2 the number of completed weeks the employee was employed during the 12 months immediately preceding the Payment Dated.

$4,455 × (Employee average ordinary hours ÷ Full-time ordinary hours) x (Completed weeks employed ÷ 52)

21.6 To be eligible for the Lump Sum Bonus Payment, an Employee must be employed by the Nature Parks:

21.6.1 at the time the Agreement is made within the meaning of section 182 of the Act, which is the date a majority of Employees who cast a valid vote voted to approve the Agreement; and

21.6.2 at the time the payment of the lump sum payment is made by the Nature Parks (**Payment Date**);

(**Eligible Employees**).

22 Seven Day Roster Loading

22.1 Employees working in accordance with a seven day roster will be required to work evenings and weekends in accordance with Clause 15 (Hours of Work) (**Seven Day Roster Employees**).

22.2 Full time and part time Seven Day Roster Employees

(a) Subject to meeting the criteria set out in clause 22.3, a full time or part time Seven Day Roster Employee is entitled to be paid a 23% loading on their applicable Ordinary Rate of Pay for all ordinary hours worked (**Seven Day Roster Loading**).

(b) Full time or part time Seven Day Roster Employees who work additional hours or on public holidays are entitled to payment in accordance with clauses 16.1 (Additional Hours) and 16.2 (Weekend and Public Holiday Penalty Rates) as specified for Seven Day Roster Employees.

22.3 Minimum specified days to be worked – full time and part time Seven Day Roster Employees

(a) Full time and part time Seven Day Roster Employees must work a minimum 24 Specified days in a 26-week period. Specified days shall include:

(i) rostered weekend days; and/or

(ii) rostered split shifts.

(b) Where less than the required minimum of 24 specified days are worked in a 26-week period, a full time or part time Employee ceases to be entitled to the Seven Day Roster Loading and reverts to a five day roster

(c) A Seven Day Roster Employee who reverts to a five day roster in accordance with clause 22.3(b) can only be reinstated as a seven day roster Employee at Nature Parks sole discretion.

(d) For the purposes of this clause 22.3 the 26-week periods are:

(a) the first full pay period on or after 1 January to 30 June;

(b) the first full pay period on or after 1 July to 31 December.

(e) The specified days will be calculated on actual days worked and will not include additional weekend days worked at the Employee's request.

(f) Where approved rostered days of more than 24 specified days are worked during the 26 week period, a full time or part time Seven Day Roster Employee entitled to the Seven Day Roster Loading will be paid a 50% loading in lieu of the Seven Day Roster Loading on their applicable Ordinary Rate of Pay for all additional specified days worked during the relevant 26 week period.

(g) A Seven Day Roster Employee's period of paid leave will not impact their entitlement to the Seven Day Roster Loading.

22.4 Requests to work less or more than the minimum specified days – full time and part time Employees

(a) A Seven Day Roster Employee may apply to work less than the minimum 24 specified days.

(b) Any such approval will consider rostering arrangements and organisational priorities for the work group or department.

(c) Where approval is granted for the Seven Day Roster Employee to work less than the minimum 24 specified days, the Seven Day Roster Loading will be adjusted for the 26-week period on a pro rata basis having regard to the number of specified days agreed to be worked between the Nature Parks and the Seven Day Roster Employee.

(d) A Seven Day Roster Employee may apply in advance to work more than the minimum 24 specified days for personal benefit without any adjustment to the Seven Day Roster Loading, and will not be eligible for any entitlements as referred to in sub clause 22.3(f). Approval will be subject to consideration of the Nature Parks' ability to roster other Seven Day Roster Employees in the work group to meet the requirements of this clause.

22.5 **Casual Seven Day Roster Employees**

(a) Casual Employees rostered on a Seven Day Roster immediately prior to the commencement of this Agreement are entitled to receive the Seven Day Roster Loading for up to 38 hours worked per week or an average of 38 hours per week over the fortnight. Additional hours and public holidays will be paid in accordance with clauses 16.1 (Additional Hours) and 16.2 (Weekend and Public Holiday Penalty Rates).

(b) Casual Employees will not otherwise be entitled to receive the Seven Day Roster Loading, and will receive weekend penalty rates in accordance with clause 16.2(c) of this Agreement.

22.6 **Level 6 Employees**

(a) Employees classified as Level 6 are not entitled to receive the Seven Day Roster Loading.

23 On-call Allowance

23.1 Where an Employee is required to be on-call, they will be paid an allowance of $200 for each week they are on call and available for duty (**on-call allowance**).

23.2 For the purposes of this clause:

(a) An Employee is required to be on-call if they are rostered on the on-call roster.

(b) An Employee is available for duty if they are available to the Nature Parks by means of telephone at any time the Employee is receiving the on-call allowance.

23.3 Employees on-call for a period of less than seven days are entitled to receive the on-call allowance on a pro-rata basis.

24 Meal and Tea Breaks

24.1 Employees are entitled to a 15 minute tea break if the rostered shift is at least 3.5 hours.

24.2 Employees rostered for more than five hours continuously are entitled to an unpaid meal break of 30 minutes.

25 Payment of Wages

Wages will be paid fortnightly by direct transfer to an account with a financial institution nominated in writing by each Employee. At time of making payment the Nature Parks will provide written information (including electronic advice) setting out how the amount is made up together with details of any deductions or variations in rates of pay. Payment of wages will be made on the same day each fortnight except where such days fall on a public holiday, payment will be made on the previous working day. Time and salary records shall be maintained for each Employee.

26 Higher Duties

26.1 An Employee who is directed by the Nature Parks to perform the duties and exercise the delegations of a higher classification is entitled to be paid the following higher duties loading:

(a) Levels 1 to 5 – as required on a 'shift by shift' basis: a 10% loading on their Ordinary Rate of Pay for all hours worked during that shift;

(b) Levels 1 to 5 – where appointed by Nature Parks for a continuous period of more than one shift (for example, for leave coverage) (**Higher Duties Appointment**): the minimum Ordinary Rate of Pay applicable to the higher classification for the duration the Employee performs the higher duties;

(c) Level 6 - for a Higher Duties Appointment of more than three consecutive weeks: a 10% loading on their Ordinary Rate of Pay for the duration the Employee performs the higher duties,

(**Higher Duties Loading**).

26.2 An Employee shall not be entitled to be paid the Higher Duties Loading during periods of annual leave or long service leave unless immediately preceding the period of leave the higher duties assignment has been for a period of twelve months or more.

26.3 An Employee in receipt of the Higher Duties Loading in accordance with clause 26.1(b) is entitled to receive the Higher Duties Loading:

(a) during periods of paid personal/carer's leave; and

(b) for public holidays not worked.

26.4 Other than as set out in clauses 26.2 and 26.3 above, the Higher Duties Loading is not payable to an Employee whilst on any other form of paid leave.

PART 3 - LEAVE

27 Public Holidays

27.1 The following public holidays shall be recognised for purposes of this Agreement:

(a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Kings Birthday, Melbourne Cup Day, Christmas Day and Boxing Day or any day which is declared or prescribed as a public holiday throughout the State of Victoria.

(b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the 27 December.

(c) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on the 28 December.

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

(e) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

27.2 **Substitution of a public holiday**

(a) An Employee may by agreement with the Nature Parks substitute the following public holidays for another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee:

(i) Good Friday;

(ii) Easter Monday; and

(iii) Christmas day.

(b) Despite clause 27.2(a), an Employee may apply to the Nature Parks to substitute Australia Day for another day of leave.

(c) Applications for the substitution of a public holiday under this clause shall be submitted in writing at least four weeks prior to the applicable public holiday.

(d) Approvals for requests for substitution of a public holiday under this clause are subject to operational requirements.

28 Annual Leave

28.1 **ENTITLEMENT**

Permanent Employees are entitled to four weeks (20 working days) annual leave with respect to each year of service. Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Annual Leave may be taken at a mutually convenient time having regard to seasonal requirements of the Nature Parks and personal needs of the Employee. To assist in meeting the needs of both the Nature Parks and Employee, managers will schedule leave in consultation with the Employee at the beginning of each financial year.

28.2 **TAKING LEAVE**

Applications for leave shall be submitted in writing at least four weeks prior to commencement of leave. Payment for annual leave shall be made at the rate payable as if the employee remained at work and will be paid fortnightly except that upon request of the Employee will be paid in a lump sum at commencement of leave.

28.3 **MAXIMUM ACCRUAL**

Annual leave entitlements may not exceed 152 hours for full time Employees and 120 hours for part time (no fixed hours) and pro rata based on 152 hours for part time Employees on fixed hours as at 30 June each year unless otherwise approved by the Nature Parks.

28.4 **PAYOUT OF EXCESS ANNUAL LEAVE**

Leave Accruals in excess of maximum accrual hours may be paid out to Employees provided:

(a) the amount paid would not result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks; and

(b) each pay out of a particular amount of paid annual leave must be by a separate agreement in writing between the Nature Parks and the Employee; and

(c) the Employee must be paid at least the full amount that would have been payable to them had the Employee taken the leave that they have forgone.

29 Purchased leave

29.1 A permanent Employee may, with the agreement of the Nature Parks, work less than 52 weeks per year.

29.2 Where the Nature Parks and an Employee agree on an employment arrangement under this clause, the annual salary applicable to the Employee relative to the additional leave

purchased will be as follows:

Proportion of Employee's annual wages	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
48/52	Additional 4 weeks' leave	8 weeks in total
49/52	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

(a) The Employee will receive wages equal to the period worked (e.g. 50 weeks, 51 weeks) which will be spread over a 52 week period.

(b) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.

29.3 The Nature Parks will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements.

29.4 An Employee may revert to ordinary 52 week employment by giving the Nature Parks a minimum of 4 weeks written notice. Where an Employee reverts to 52 weeks employment, appropriate pro rata salary adjustments will be made.

30 Long Service Leave

30.1 **ENTITLEMENT**

After ten years' service Employees will be entitled to long service leave as follows;

(a) thirteen weeks with pay after ten years' service; and

(b) 1.3 weeks per each completed year thereafter.

Leave will be granted on a pro rata basis where employment has been less than full time and ten years continuous service has been completed. In these circumstances leave entitlement will be calculated based on actual hours worked over the period of service.

30.2 **TAKING LEAVE**

(a) An Employee may access their long service leave entitlement, on a pro-rata basis, after an initial seven years of continuous service.

(b) Long Service Leave may be taken at a mutually convenient time having regard to seasonal requirements of the Nature Parks and personal needs of the Employee.

(c) An Employee taking long service leave for a period which exceeds six weeks may apply to their Manager to take such leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

30.3 **ENTITLEMENT ON TERMINATION**

(a) An Employee with not less than four years of completed service will be entitled to pay in lieu on a pro rata basis where service is terminated on account of ill health, death or retrenchment, or where the Employee retires on account of age.

(b) An Employee with not less than seven years completed service who resigns or is terminated will be paid for any unused entitlement to long service leave.

30.4 **CALCULATION OF SERVICE**

In calculating the period of service there shall be included:

(a) any period of paid leave;

(b) unpaid sick leave to a maximum of 26 weeks;

(c) any absence relating to a work related injury for a maximum of 52 weeks; and

(d) such other leave which the Nature Parks may recognise in a particular case. No other periods of unpaid leave shall be recognised as service for purpose of calculating long service leave.

30.5 **PAYMENT**

(a) Payment for Long Service Leave shall be at the rate payable as if the Employee remained at work and shall be paid fortnightly unless the Employee requests that payment be made in a lump sum at time of commencing leave.

(b) In the case of death of an Employee with an entitlement to long service leave payment of any entitlement will be made to the estate of the deceased Employee.

30.6 **RECIPROCAL SERVICE**

(a) Nature Parks will accept an Employee's service with any other Victorian Government Department, Public Service authority or public entity under the *Public Administration Act 2004* (Vic) as counting toward their service with Nature Parks for the purpose of long service leave where:

(i) the Employee has completed at least seven years of service with the former employer;

(ii) the Employee provides the Nature Parks with a certificate of service from the former employer evidencing their period of service;

(iii) the service concluded within three months of the commencement of the Employee's employment with the Nature Parks; and

(iv) the former employer has transferred funds to the Nature Parks in an amount equal to the value of the Employee's long service leave accrual with the former employer prior to their commencement of employment with the Nature Parks.

(b) An Employee who ceases employment with the Nature Parks and commences service with any other Victorian Government department, Public Service authority or a public entity under the *Public* Administration *Act 2004* (Vic) can request the Nature Parks to transfer and not pay out their long service leave entitlement in circumstances where:

(i) the Employee has an entitlement to long service leave in accordance with this clause; and

(ii) the new employer accepts the Employee's previous with the Nature Parks.

31 Personal/Carer's Leave

31.1 Full-time Employees are entitled to 12 days of personal/carer's leave (pro-rata for part-time Employees) for the purposes of personal illness or injury (sick leave), or to provide care and support to a member of their Immediate Family or household, or the Employee's Assistance Animal because of an illness or injury affecting the member or Assistance Animal, or unexpected emergency affecting the member or Assistance Animal (carer's leave) as set out in this clause.

31.2 Personal/carer's leave accrues progressively during a year of service based on an Employee's ordinary hours of work.

31.3 Unused personal/carer's leave shall be cumulative.

31.4 The entitlement to use personal/carer's leave is subject to the Employee meeting the eligibility requirements of clause 31.1.

31.5 **TAKING LEAVE**

Shift commencement	Notify by
6am to 10am	1 hour prior to start
10am to 1pm	9am
1pm - onwards	4 hours prior to start

(a) If it is not practicable to provide notice in accordance with clause 31.5, notice must be given to the Nature Parks as soon as practicable (which may be a time after the leave has started).

(b) To access personal/carer's leave, the Employee may be required to provide Nature Parks with a medical certificate from a registered medical practitioner for any absences with the exception of three non-consecutive days per annum. If a medical certificate cannot be obtained a statutory declaration may be substituted with the Nature Parks' consent.

(c) In the event that an Employee has used all accrued personal/carer's leave, Nature Parks may, in the case of an extended period of illness and upon written application with satisfactory evidence of the illness/injury, grant a further period of paid personal/carer's leave not exceeding 26 weeks and to be paid having regard to normal hours of duty.

(d) Where an Employee becomes ill while on annual leave they shall be entitled to convert their annual leave to personal/carers leave upon the provision of a medical certificate or a statutory declaration, and to take their annual leave at another time.

31.6 **PERSONAL/CARER'S LEAVE FOR MEDICAL APPOINTMENTS AND SUPPORT FOR PETS**

(a) Notwithstanding clause 31.1, a permanent Employee may access up to 15.2 hours of accrued personal/carer's leave per annum to attend a medical appointment with a Registered Practitioner, provide support for their pet(s) or as a wellbeing day.

(b) An Employee must provide at least two weeks' notice to their department manager or leader if they intend to utilise their personal/carer's leave for this purpose, unless the department manager or supervisor agrees to a shorter notice period.

(c) The Employee is not required to provide any evidence if they intend to access personal/carer's leave under this clause.

31.7 **UNPAID PERSONAL/CARER'S LEAVE**

(a) An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Nature Parks, take unpaid personal/carer's leave. The Nature Parks will require that the Employee provide documentary evidence (i.e. a medical certificate from a registered medical practitioner or a statutory declaration) to support the unpaid personal/carer's leave to the satisfaction of the Nature Parks.

(b) Nothing in this clause prevents an Employee who has exhausted all paid personal/carer's leave from taking two days unpaid carer's leave per occasion in accordance with the NES (subject to complying with the notice and evidence requirements outlined in clause 31.5 to 31.5(b) above) .

(c) Alternatively, the Employee may, with the consent of the Nature Parks, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

(d) Casual Employees are entitled to unpaid carer's leave in accordance with the NES.

32 Compassionate Leave

32.1 Permanent Employees are entitled to up to five days paid compassionate leave on each occasion, when a member of the Employee's Immediate Family or a member of the Employee's household:

(a) contracts or develops a personal illness that poses a serious threat to their life;

(b) sustains a personal injury that poses a serious threat to their life;

(c) passes away;

(d) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or

(e) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage which does not result in a stillborn child.

32.2 An Employee is not entitled to take leave under this clause unless the Employee:

(a) Takes the leave:

(i) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury referred to in clauses 32.1(a) and 32.1(b);

(ii) after the death of the member of the Employee's Immediate Family or household, or the stillbirth of the child, referred to in clauses 32.1(c) and 32.1(d);

(iii) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in clause 32.1(e).

(b) gives the Nature Parks notice of the taking of the leave as soon as practicable;

(c) advises the Nature Parks of the period or expected period of the leave; and

(d) if requested, provides the Nature Parks with satisfactory evidence to support the taking of such leave.

32.3 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

32.4 Nature Parks will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

32.5 Casual Employees are entitled to two days unpaid compassionate leave.

32.6 The terms stillborn and miscarriage are defined by sections 12 and 77A(2) of the Act.

33 Reproductive and wellbeing leave

33.1 **ENTITLEMENT**

(a) An Employee (other than a casual Employee) may take up to five days per year of service (pro-rata for part-time Employees) paid reproductive health and wellbeing leave where an Employee:

(i) is unable to work as a result of experiencing symptoms associated with endometriosis or poly cystic ovary syndrome; or

(ii) is unable to work as a result of experiencing symptoms associated with menopause or menstruation; or

(iii) requires medical care for treatment of, or associated with, endometriosis or poly cystic ovary syndrome; or

(iv) requires medical care due to complications associated with a pregnancy; or

(v) is undertaking a medical procedure associated with medical fertility treatment (including egg harvesting or embryo implantation); or

(vi) is required to provide support to a member of their Immediate Family or household who is accessing medical care for any of the reasons specified in clauses 33.1(a)(iii), 33.1(a)(iv) or 33.1(a)(v).

33.2 **ACCESS TO REPRODUCTIVE HEALTH AND WELLBEING LEAVE**

(a) An Employee will become eligible to access the five days of reproductive health and wellbeing leave where their balance of accrued personal/carer's leave has reduced to fifteen days of fewer. Subject to the conditions in this clause, a maximum of five days will be available per calendar year.

33.3 **NOTICE AND EVIDENCE REQUIREMENTS**

(a) An Employee requesting to take leave under this clause must advise the Nature Parks of the period, or expected period, of the leave no later than outlined below:

(i) in order to attend a medical appointment or undertake a medical procedure: a minimum of 14 days' notice; or

(ii) for any other reason: the day prior if practicable, or otherwise as soon as practicable.

(b) The Nature Parks may request the Employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee's entitlement to take leave under this clause.

(c) An Employee is not required to disclose any sensitive medical details.

(d) Failure by the Employee to provide documentary evidence as required by the Nature Parks within a reasonable period of time may render the Employee ineligible for paid leave under this clause.

33.4 **REQUESTS FOR OTHER WORKPLACE SUPPORTS**

(a) An Employee experiencing reproductive health and wellbeing difficulties (including, but not limited to, those specified in clause 33.1) may also request:

(i) to work from home during symptoms or for an agreed period to facilitate attendance at or recover from specialist medical interventions associated with the above mentioned conditions; and/or

(ii) other workplace supports which prioritise comfort and wellbeing of the Employee.

(b) Requests will be considered subject to operational requirements of the Nature Parks, including occupational health and safety considerations. The Nature Parks must not unreasonably refuse a request.

33.5 For the avoidance of doubt:

(a) reproductive health and wellbeing leave is non-cumulative and will not be paid on cessation of employment; and

(b) accrual of personal/carer's leave will not be affected or reduced by an Employee accessing reproductive health and wellbeing leave under this clause.

34 Family and Domestic Violence Leave

34.1 **GENERAL PRINCIPLE**

(a) Nature Parks is committed to providing support to Employees that experience family and domestic violence.

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

34.2 **DEFINITION OF FAMILY AND VIOLENCE**

Family and domestic violence is defined by the section 106B(2) of the Act.

34.3 **ELIGIBILITY**

(a) Family and domestic violence leave is available to all Employees.

34.4 **GENERAL MEASURES**

(a) Evidence of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family and Domestic Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

(b) Evidence is not limited to the examples set out at clause 34.4(a), and Nature Parks may accept alternative evidence at its discretion. Employees are not required to provide extensive detail (including in any evidence provided) as to the circumstances which give rise to the need for leave.

(c) All personal information concerning family and domestic violence will be kept confidential in line with Nature Parks' policies and relevant legislation. No information will be kept on an Employee's personnel file without their express consent.

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

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

(f) An Employee experiencing family and domestic violence may raise the issue or have the matter raised on their behalf by their appointed representative with their immediate leader, Family and Domestic Violence contacts, union delegate or nominated People and Culture contact. The immediate leader may seek advice from the People and Culture team if the Employee chooses not to see the People and Culture or Family and Domestic Violence contact.

(g) Where requested by an Employee, the People and Culture contact will liaise with the Employee's leader on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 34.5 and clause 34.6.

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

34.5 **PAID FAMILY AND DOMESTIC VIOLENCE LEAVE**

(a) An Employee experiencing family and domestic violence or supporting a member of their Immediate Family experiencing family and domestic violence will have access to 20 days per year of paid family and domestic violence leave in a 12 month period if:

(i) the Employee or a member of their Immediate Family is experiencing family and domestic violence; and

(ii) the Employee needs to do something to deal with the impact of the family and domestic violence on either themselves or the member of their Immediate Family that is experiencing family and domestic violence; and

(iii) it is impractical for the Employee to do that thing outside of the Employee's work hours.

Note: Examples including attending medical appointments, arranging for the safety of the Employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

(b) Paid family and domestic violence leave:

(i) does not accumulate from year to year, but if the leave is exhausted consideration will be given to providing additional leave;

(ii) is available in full at the start of each 12 month period of the Employee's employment; and

(iii) is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(c) A permanent Employee who supports a person experiencing family and domestic violence may utilise their personal/carer's leave entitlement to accompany the person experiencing family and violence to court or hospital, or to care for the person's children. Nature Parks may require evidence consistent with clause 34.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement for this purpose.

34.6 **INDIVIDUAL SUPPORT**

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

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

(ii) temporary or ongoing job redesign or changes to duties;

(iii) temporary or ongoing relocation to suitable employment;

(iv) a change to their telephone number or email address to avoid harassing contact;

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

(b) Requests by an Employee to change their working arrangements under clause 34.6 will be treated and responded to in the same manner as requests made for flexible working arrangements under clause 19 of this Agreement.

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

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

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

(f) The Nature Parks may also implement a workplace safety plan in consultation with the Employee, which includes specific measures to minimise the risk that the Employee or any other Nature Parks employees will be subject to violent or abusive behaviour at work from the perpetrator of family and domestic violence and protocols for dealing with a crisis situation.

35 Parental Leave

Subject to the terms of this clause, Employees are entitled to paid and unpaid parental, pre-natal, adoption and pre-adoption leave, and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time and part-time Employees.

Casual Employees are entitled to parental leave in accordance with the NES.

35.1 APPLICATION

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

(a) the leave is associated with:

(i) the birth of a Child of the Employee, the Employee's Spouse; or

(ii) the birth of a Child of the Employee who is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or its successor) (**Employee's Legal Surrogate**); or

(iii) the placement of a Child with the Employee for adoption; and

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

35.2 DEFINITIONS

For the purposes of this clause:

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

(b) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's spouse or the Employee's Legal Surrogate;

(ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

(A) who is, or will be, under 16 as at the day of placement, or the expected day of placement;

(B) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and

(C) is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

(c) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day.

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

(e) **Spouse** means husband or wife (current or former), or a defacto or former defacto partner (including same sex partners) who are living or have lived together on a bona-fide domestic basis.

35.3 **SUMMARY OF PARENTAL LEAVE ENTITLEMENTS**

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

	Paid leave	**Unpaid leave**	**Total**
Primary Caregiver			
More than 12 months service	12 weeks	Up to 40 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	12 weeks	Up to 40 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks

(a) Superannuation will be contributed on parental leave paid to Employees under this clause at the superannuation guarantee rate in place under federal superannuation at the time payment is made. (The superannuation guarantee rate at the time of commencement of this Agreement is 12%).

35.4 **PARENTAL LEAVE – PRIMARY CAREGIVER**

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

(i) 12 weeks paid parental leave; and

(ii) up to 40 weeks unpaid parental leave.

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

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

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

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

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

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

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

35.5 **PARENTAL LEAVE – SECONDARY CAREGIVER**

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

(i) 12 weeks paid parental leave; and

(ii) up to 40 weeks unpaid parental leave.

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

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

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

35.6 **SUPERANNUATION ON UNPAID PARENTAL LEAVE**

(a) Permanent Employees are entitled to have superannuation contributions made on their behalf, subject to applicable legislation, on the following basis:

(i) the Employee will continue to be entitled to have superannuation contributions made in respect of the **first four weeks** of unpaid parental leave that they take.

(ii) subject to legislative requirements, the superannuation contributions made will be equivalent to contributions that would have been made for the Employee if they were receiving paid parental leave.

(iii) The Nature Parks will pay the superannuation contributions as a lump sum to the Employee’s fund.

35.7 **CONTINUING TO WORK WHILE PREGNANT**

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

(i) continues to work within a six week period immediately prior to the expected date of birth of the child; or

(ii) is on paid leave under clause **Error! Reference source not found.**.

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

(i) does not give the Nature Parks the requested certificate within seven days of the request; or

(ii) gives the Nature Parks a medical certificate stating that the Employee is unfit to work.

35.8 **PRE-NATAL LEAVE**

(a) A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with Clause 31.

(b) In addition to the entitlement under clause 35.8(a), a pregnant full time Employee not on parental leave will have access to paid leave totalling up to 38 hours per pregnancy, (pro-rata for part-time Employees), to enable the Employee to attend routine medical appointments associated with the pregnancy.

(c) A full time Employee who is not on parental leave and has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy (pro-rata for part-time Employees) to enable the Employee to attend routine medical appointments associated with the pregnancy.

(d) The Employee is required to:

(a) provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant.;

(b) support each absence on pre-natal leave with a medical certificate.

(e) Paid pre-natal leave provided by this clause is not available to Casual Employees.

35.9 **PRE-ADOPTION LEAVE**

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

(b) An Employee seeking to adopt a Child may also access further unpaid leave. The Employee and the Nature Parks should agree on the length of any unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

(c) Where accrued paid leave is available to the Employee, the Nature Parks may require the Employee to take such leave instead of taking unpaid leave under this sub-clause.

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

(e) Paid pre-adoption leave is not available to Casual Employees.

35.10 **TRANSFER TO A SAFE JOB**

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

(b) If there is no safe job available, the Employee is entitled to take paid no safe job leave, or the Nature Parks may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

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

35.11 **HOSPITALISED CHILDREN**

(a) Where an Employee's Child is required to remain in hospital after the Child's birth or is hospitalised immediately after the Child's birth, including because the Child:

(i) was born prematurely;

(ii) developed a complication or contracted an illness during its period of gestation or at birth; or

(iii) developed a complication or contracted an illness following the Child's birth,

and the Employee would otherwise take parental leave during this period, the Nature Parks and Employee may agree that the Employee will not take parental leave while the Child remains in hospital and may work during that period. Any agreement in this regard will be made and have effect in accordance with section 78A of the Act.

(b) Any other paid leave taken, or work undertaken by the Employee during the period of hospitalisation of the child, will not be deducted from or counted as part of the total 52 week parental leave entitlement. The parental leave period will resume from the time the Employee notifies Nature Parks of their intention to recommence parental leave.

(c) The Nature Parks and the Employee may agree to alternative arrangements regarding the commencement of parental leave.

35.12 **SPECIAL PARENTAL LEAVE**

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

(a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 31.

(b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 35.3 and thereafter, to unpaid special maternity leave.

35.13 **FLEXIBLE PARENTAL LEAVE**

(a) Employees are entitled to access up to 100 days of flexible unpaid parental leave which can be taken within the first 24 months of the birth or placement of an adopted child in accordance with section 72A of the Act.

35.14 **NOTICE AND EVIDENCE REQUIREMENTS**

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

(i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Nature Parks of any changes to the notice provided in clause 35.14(a) unless it is not practicable to do so.

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

(i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

(ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

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

notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

35.15 **COMMENCEMENT OF PARENTAL LEAVE**

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 8 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

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

(c) Secondary caregiver parental leave may commence up to one week prior to the expected birth or placement of the Child.

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

(e) Unless otherwise agreed or in circumstances involving a hospitalised child, any entitlement to paid parental leave will be paid from the date of commencement of parental leave or otherwise no later than the date of birth of the Child.

35.16 **SINGLE PERIOD OF PARENTAL LEAVE**

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

35.17 **EMPLOYEE COUPLE – CONCURRENT LEAVE**

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

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

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

35.18 **PARENTAL LEAVE AND OTHER ENTITLEMENTS**

(a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 35.20.

(b) Where a public holiday occurs during a period of paid parental leave, the period of paid parental leave will be extended by the amount of public holidays that occurred during the period of parental leave. For example if two public holidays occur during a period of 12 weeks of parental leave, an Employee will be entitled to 12 weeks and an additional two days of paid parental leave. Part-time employees will only be entitled to payment for public holidays during a period of parental leave if the public holiday falls on a day they would ordinarily be rostered to work.

(c) Unpaid parental leave under clauses 35.3(a), 35.5, 35.20 and 35.26 shall not break an Employee’s continuity of employment but it will not count as service for leave accrual or other purposes.

35.19 **KEEPING IN TOUCH DAYS**

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

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

35.20 **EXTENDING PARENTAL LEAVE**

(a) Extending the initial period of parental leave

(i) An Employee who is on an initial period of parental leave of less than 52 weeks under clause 35.3(a) or 35.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.

(ii) The Employee must notify Nature Parks in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) **Right to request an extension to parental leave**

(i) An Employee who is on parental leave under clause 35.3(a) or 35.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.

(ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.

(iii) The Employee's request must be in writing and given to the Nature Parks at least four weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's Spouse will have taken.

(iv) The Nature Parks shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.

(v) The Nature Parks must not refuse the request unless the Nature Parks has given the Employee a reasonable opportunity to discuss the request.

(vi) The Nature Parks must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

(c) **Total period of parental leave**

(i) The total period of parental leave, including any extensions, must not extend beyond 24 months.

(ii) In the case of an employee couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under clause

35.3(a) or 35.5 will reduce by the period of any extension taken by a member of the couple under clause 35.20.

35.21 **CALCULATION OF PAY FOR THE PURPOSES OF PARENTAL LEAVE**

(a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years, or an Employee's current contracted hours, whichever is greater. The calculation will exclude periods of unpaid parental leave.

(b) The average number of weekly hours worked by the Employee, determined in accordance with clause 35.21(a) above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

(c) Despite 35.21(a), an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

(d) **Half Pay**

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

35.22 **COMMONWEALTH PAID PARENTAL LEAVE**

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

35.23 **RETURNING TO WORK**

(a) **Returning to work early**

(i) During the period of parental leave an Employee may return to work at any time as agreed between the Nature Parks and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

(ii) In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Nature Parks immediately and the Nature Parks will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

(b) **Returning to work at conclusion of leave**

(i) At least four weeks prior to the expiration of parental leave, the Employee will notify the Nature Parks of their return to work after a period of parental leave.

(ii) Subject to clause 35.23(b)(iii), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 35.10 above, the Employee will be entitled to return to the position they held immediately before such transfer.

(iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

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

(i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.

(ii) Where an Employee wishes to make a request under 35.23(c)(i), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

35.24 **LACTATION BREAKS**

(a) An Employee who wishes to continue breastfeeding or chestfeeding after returning to work from a period of parental leave or when working keeping in touch days, may take reasonable time during working hours without loss of pay to do so.

(b) Paid lactation breaks are in addition to normal meal and rest breaks provided for in this Agreement.

35.25 **CONSULTATION AND COMMUNICATION DURING PARENTAL LEAVE**

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

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

(c) The Employee shall also notify the Nature Parks of changes of address or other contact details which might affect the Nature Parks capacity to comply with clause 35.25(a).

35.26 **EXTENDED FAMILY LEAVE**

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

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

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

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

35.27 **REPLACEMENT EMPLOYEES**

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

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

36 Cultural and Ceremonial Leave

36.1 **ENTITLEMENT TO PAID CULTURAL AND CEREMONIAL LEAVE**

(a) A permanent Employee of Aboriginal or Torres Strait Islander descent or a permanent Employee who is a parent or guardian of a child of Aboriginal or Torres Strait Islander descent is entitled to:

(i) one day of paid leave per calendar year to participate in a day of cultural significance;

(ii) up to three days of paid leave per calendar year for the following ceremonial purposes:

(1) in connection with the death of a member of the Immediate Family or extended family, which is in additional to compassionate leave granted under clause 32; or

(2) for other ceremonial obligations under Aboriginal and Torres Strait Island lore,

(**Ceremonial Leave**).

36.2 **ENTITLEMENT TO UNPAID CULTURAL AND CEREMONIAL LEAVE**

(a) In addition to a permanent Employee's paid leave entitlement under this clause, Employees are entitled to utilise accrued leave to which they may be entitled to observe days of cultural, ceremonial and/or religious significance where attendance requires time away from work.

37 Gender Affirmation Leave

37.1 The Nature Parks encourages a culture that is supportive of transgender, gender-diverse and nonbinary Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.

37.2 Gender Affirmation Leave is available to transgender, gender-diverse and non-binary Employees who are undergoing a process to affirm their gender. Employees may affirm their gender through medical, psychological, social, legal, or administrative means.

37.3 Employees may give effect to their affirmation in a number of ways and are not required to undertake specific types of changes, such as surgery, to access leave under this clause.

37.4 **AMOUNT OF GENDER AFFIRMATION LEAVE**

(a) A permanent Employee (other than a Casual Employee) who is undergoing a process of affirming their gender is entitled to gender affirmation leave for the purpose of supporting the Employee's affirmation. Gender affirmation leave will comprise:

(i) up to 20 days of paid leave, for essential and necessary gender affirmation procedures, and

(ii) up to 48 weeks of unpaid leave.

(b) The gender affirmation leave entitlements outlined in this clause are Employee-led, based on individual needs and circumstances, and may be accessed by the Employee flexibly over the life of the Employee's employment.

(c) Essential gender affirmation procedures may include, but are not limited to:

(i) medical or psychological appointments;

(ii) hormonal appointments;

(iii) surgery and associated appointments;

(iv) appointments for updating legal status or identity documentation;

(v) psychological counselling or support;

(vi) any other similar or necessary appointment or procedure to give effect to the Employee's affirmation, as agreed with the Nature Parks.

(d) An Employee may utilise other accrued but untaken leave entitlements to complement leave taken under this clause.

(e) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the Nature Parks.

(f) Paid leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

37.5 **GENDER TRANSITION LEAVE**

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

37.6 **NOTICE AND EVIDENCE REQUIREMENTS**

(a) An Employee seeking to access gender affirmation leave must provide the Nature Parks with written notice of their intended commencement date and expected period of leave as soon as practicable, unless otherwise agreed by the Nature Parks. Approval of a request to access leave at short notice will not be unreasonably withheld, having regard to the length of the absence and operational requirements of the Nature Parks, acknowledging that there may be instances where last minute appointments may arise.

(b) An Employee seeking to access gender affirmation leave may be required to provide supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, lawyer, statutory declaration or other suitable supporting documentation.

38 Leave Without Pay

The Nature Parks may grant periods of leave without pay at its discretion and on approval by an Employee's leader.

39 Right to disconnect during periods of leave and outside of working hours

39.1 An Employee has the right to disconnect in accordance with section 333M of the Act.

39.2 For the avoidance of doubt, an Employee's right to disconnect does not prevent the Nature Parks from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Nature Parks outside of the Employee's working hours where the Employee is in receipt of an on-call allowance under clause 23.

PART 4 – OTHER MATTERS

40 Accident Pay

40.1 The Nature Parks shall pay an Employee accident make up pay where the Employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Nature Parks pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (**Rehabilitation and Compensation Act**).

40.2 Accident make-up pay means a payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the Rehabilitation and Compensation Act and the Employee's ordinary rate of pay as defined by the Rehabilitation and Compensation Act, or where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.

40.3 The Nature Parks shall pay or cause to be paid make-up pay during the incapacity of the Employee within the meaning of the Rehabilitation and Compensation Act. Such payment shall not be paid:

(a) in excess of a continuous period of 52 weeks; or

(b) in excess of an aggregate period of 52 weeks in respect of a particular injury; or incapacity

40.4 The liability of Nature Parks to pay make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable. The termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of Nature Parks to pay make-up pay as provided in this clause.

40.5 In the event that the Employee receives a lump sum in redemption of weekly payments under the Rehabilitation and Compensation Act, the liability of the Nature Parks to pay make-up pay in relation to that injury shall cease from the date of such redemption.

40.6 The Employee shall repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates the injured Employee for make-up payments made under this clause.

40.7 Where an Employee is off duty as a result of an injury or accident for which the Nature Parks is liable for make-up pay under this clause, such Employee shall be entitled to return to duty on alternate duties should the Employee's treating medical practitioner so recommend for the purposes of rehabilitation, and provided suitable work is available without prejudice to other Employees.

41 Emergency Services Leave

41.1 A Permanent Employee who is a registered volunteer member of the Citizens forces, Fire services or other Emergency services may be granted without loss of pay up to three weeks leave for the purpose of attending annual training camps, wild fires or other emergency situations.

41.2 In the case of emergency situations, paid leave will only be granted on production of written confirmation from the relevant authority of attendance by the Employee.

41.3 Casual Employees are entitled to community service leave in accordance with the NES.

42 Court Attendance

42.1 A Permanent Employee required to appear and serve as a juror in any court or under subpoena or order will be granted leave with pay for those hours for which they are rostered to work whilst attendance at the Court is required.

42.2 The Employee shall not be required to pay to the Nature Parks the amount received as jury fees.

42.3 To obtain approval for leave under this clause, a leave application should be supported by the notification that the Employee is required to attend the court.

42.4 On resumption of duty, the Employee shall submit an attendance certificate obtained from the Sheriff or Clerk of the Court.

42.5 Leave granted under this clause shall be included as service for the purpose of annual, personal/carers and long service leave.

42.6 Casual Employees are entitled to be absent from work for the purposes of serving as a juror in any court or under subpoena or order in accordance with the NES, but have no entitlement to payment from the Nature Parks.

43 Travelling and Accommodation

43.1 Where the Nature Parks requires an Employee to travel on behalf of the Nature Parks (including for off-site learning and development activities) they will be provided with a Nature Parks vehicle or in the absence of separate arrangements and subject to prior approval reimbursed for expenses incurred by using transport nominated by the Nature Parks for such travel.

43.2 If an Employee has been approved to use their private vehicle, and is required to travel outside of their rostered hours, the Employee will be entitled to be paid their Ordinary Rate of Pay or be entitled to Time in Lieu for time spent travelling. The maximum travel time an

Employee is entitled to is two hours per journey each way (i.e. two hours for a forward journey and two hours for a return journey).

43.3 Reimbursement for use of a private vehicle will be at the rates as determined by the Australian Tax Office.

43.4 Where an Employee is required to travel on duty involving overnight accommodation they will be entitled to reimbursement of reasonable expenses covering accommodation, meals and reasonable out of pocket expenses upon supported receipts in accordance with the Nature Parks' policies.

43.5 International or domestic travel requires prior written approval of the Nature Parks.

43.6 For the avoidance of doubt, Employees are not entitled to any payment for travel to and from work, including any travel to the Nature Parks' offices for meetings and on-site learning and development activities.

44 Uniforms and Protective Clothing

44.1 Adequate uniforms and protective clothing will be provided for use by Employees when performing duties on behalf of the Nature Parks. Uniforms and protective clothing shall be worn in accordance with the Nature Parks' policies and the *Occupational Health and Safety Act 2004* (Vic).

44.2 A reimbursement for the purchase of boots to a maximum of $115.00 per annum will be payable upon receipt. The conditions upon claiming for this reimbursement are as follows;

(a) reimbursement will be applicable to Employees in the following roles: Visitor Experience Officers and Visitor Experience Guides.

(b) The reimbursement shall be payable on completion of their probationary period and thereafter.

(c) This reimbursement will not be applicable to fixed term Employees, except where the contract period (or cumulative contracts) is for a minimum of twelve months.

(d) Reimbursement amount is accumulative per annum as follows

(i) $115 - Full Time staff

(ii) $90 - Part Time staff whose hours greater than 38 per fortnight

(iii) $50- Part Time staff whose hours less than 38 per fortnight

44.3 Employees will be responsible for laundering and care of uniforms and protective clothing. Where a uniform is contaminated as a result of using noxious chemicals or contaminated materials it may be professionally laundered at the Nature Parks expense.

44.4 The Nature Parks will pay a laundry allowance of $1.50 per day up to a maximum of $6.80 per week to Employees engaged in front line, customer facing and field-based roles who are required by the Nature Parks to wear a uniform as part of their role.

44.5 The laundry allowance specified under clause 44.4 is not payable in circumstances where:

(a) the uniforms are professionally laundered in accordance with clause 44.3; or

44.6 the Nature Parks otherwise launders uniforms. On cessation of employment with the Nature Parks uniforms and protective clothing on issue will be returned in a cleaned, pressed and in good condition to the Nature Parks.

45 Superannuation

45.1 The Nature Parks will make superannuation contributions for each Employee regardless of their age, with the exception of those Employees still members of a Defined Benefits Scheme, in accordance with the *Superannuation Guarantee (Administration) Act 1992* or related legislation.

45.2 The Employee may sacrifice a percentage of pre-tax earnings which the Nature Parks will forward to an accredited superannuation fund. If there are any changes to tax or superannuation rules that affect superannuation benefits, or represent an additional cost to the Nature Parks, the Employee and Nature Parks will consult to resolve the matter.

45.3 Employees who wish to salary sacrifice are advised to seek independent financial advice.

46 Termination

46.1 **BY NATURE PARKS**

The Nature Parks may terminate the employment of any full time or part time Employee by giving notice in accordance with the following table or by payment in lieu of notice if the required notice period is not required to be worked.

Length of Service	Period of Notice
1 year or less	1 week
Over 1 up to 3 years	2 weeks
Over 3 up to 5 years	3 weeks
Over 5 years	4 weeks

Employees over 45 years of age at time of receiving notice with not less than two years' service shall be entitled to an additional one week of notice.

Casual Employees may be terminated by either party giving one hour's notice.

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

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

46.2 **TIME OFF TO SEEK OTHER WORK**

Where notice of termination has been given by the Nature Parks, time off without loss of pay will be granted for attendance at job interviews. Such time shall be taken by mutual arrangement.

46.3 **BY EMPLOYEE**

Notice of termination by an Employee shall be the same as that required of the Nature Parks except that there shall be no additional notice requirement based on age of the Employee concerned. If an Employee fails to give the required notice, the Nature Parks may withhold from any monies outstanding wages (including allowances, bonuses and accrued RDOs) due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

46.4 **DISMISSAL WITHOUT NOTICE**

The Nature Parks shall have the right to dismiss any Employee without notice for conduct that justifies instant dismissal including neglect of duty or serious misconduct and in such cases payment will be made up to time of dismissal only. Instant dismissal will only occur with approval of the CEO or People and Culture Manager.

46.5 **ABANDONMENT OF EMPLOYMENT**

(a) Abandonment of employment is the unapproved absence of an Employee without reasonable grounds as described in clause 46.5(b).

(b) The Nature Parks is entitled to regard the employment of an Employee as abandoned if:

(i) the Employee has been absent for more than 5 working days without the approval of Nature Parks; and

(ii) the Employee has not provided the Nature Parks with a reasonable explanation for their absence; and

(iii) the Nature Parks, after having made reasonable inquires, could not reasonably be aware of any reasonable grounds for the absence.

(c) Abandonment of employment constitutes grounds for termination by the Nature Parks if the employment has not otherwise ended.

(d) If the Nature Parks terminates an Employee's employment due to abandonment of employment, the Employee will be entitled to notice of termination where such notice is applicable under the Act.

47 Redeployment and Redundancy

47.1 Where a decision is made by the Nature Parks which will result in a change to the way work is carried out or work no longer being performed, and as a result positions become excess to requirements, consultation with any affected Employee will occur to explore possibility to redeploy the Employee to another position if a suitable vacancy exists.

47.2 An Employee may elect to have a third person of their choice to assist or represent them in these discussions. If discussions result in an Employee accepting employment in a lower paid position, salary will be continued at the higher rate for a period of three months.

47.3 A full time or part time Employee whose position is no longer required and who is unable to be redeployed or appointed to another position and for whom no suitable vacancy exists shall be declared redundant and shall be eligible for the redundancy package in accordance with the Victorian Government's policy in relation to redundancy as set out in

the Public Sector Industrial Relations Policy 205 or its successor. The policy applies to the Nature Parks but does not form part of this Agreement.

47.4 This clause shall not apply to full time or part time Employees with less than one year of continuous service, casual Employees or to fixed term Employees.

PART 5 - DISPUTE RESOLUTION

48 Settlement of Disputes

48.1 **DISPUTES**

(a) Unless otherwise provided for in this Agreement, a dispute about a matter arising under this agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether the Nature Parks had reasonable grounds to refuse a request for flexible working conditions under Clause 7 or Clause 19 or an application to extend unpaid parental leave under Clause 35.

(b) For the avoidance of doubt, this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

(c) Nature Parks or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a Nature Parks or employee organisation.

48.2 **OBLIGATIONS**

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

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

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

48.3 **AGREEMENT AND DISPUTE SETTLEMENT FACILITATION**

(a) For the purposes of compliance with this Agreement (including compliance with this dispute procedure) where the chosen Employee representative is another employee of the Nature Parks, they must be given reasonable opportunity to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

(i) investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;

(ii) endeavouring to resolve a dispute arising out of the operation of the Agreement or the NES; or

(iii) participating in conciliation, arbitration or agreed alternative dispute resolution process.

(b) Any release from normal duties is subject to the proviso that it does not unduly affect the operations of the Nature Parks.

48.4 **DISCUSSION OF DISPUTE**

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

(b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Nature Parks appointed for the purposes of this procedure.

48.5 **INTERNAL PROCESS**

If any party to the dispute who is covered by the Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following principles:

(i) the rules of natural justice;

(ii) appropriate mediation or conciliation of the dispute is provided;

(iii) any views on who should conduct the review shall be considered by the Nature Parks; and

(iv) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

(a) If the dispute is not settled through an internal dispute resolution process, a party to the dispute may refer the dispute to FWC for conciliation and if the matter remains unresolved, arbitration.

48.6 **DISPUTES OF A COLLECTIVE CHARACTER**

(a) The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.

49 Circumstances Impacting Upon Delivery of Services

49.1 The parties recognise the unique environment of the Nature Parks' operations which includes varying starting and finishing times, rostering arrangements, the effects of environmental factors and, in particular, the incidence of part time employment. Taking this into account, it is expected that in the case of an unexpected incident, situation or emergency arising the Nature Parks would require at least twelve hours for identifying and dealing with potentially serious ramifications which may include site closures and changes to the Nature Parks' operations.

49.2 In the event of a major incident or major situation having an impact on the ability of the Nature Parks to continue the delivery of services in the usual way because of substantial breakdown of power or machinery, environmental conditions, Federal or State Government declared pandemic or other emergency or conditions for which the Nature Parks cannot reasonably be held responsible, the Nature Parks will endeavour, over a 12 hour period

from the time it becomes aware of such incident or situation, to temporarily redeploy any Employees who cannot be usefully employed in the performance of their normal duties.

49.3 Where an Employee cannot be temporarily redeployed they may choose from the following options

(a) take any time in lieu owing;

(b) take any annual leave entitlements;

(c) take any long service leave entitlement; and/or

(d) take leave without pay.

49.4 Provided that any time lost by taking leave without pay will not break the continuity of service for the purpose of any entitlements.

50 Workplace delegates' right

50.1 **General provisions**

(a) Before exercising entitlements under this clause, a workplace delegate must give the Nature Parks written notice of their appointment or election as a workplace delegate, which includes providing Nature Parks with evidence that would satisfy a reasonable person of their appointment or election.

(b) An Employee who ceases to be a workplace delegate must give written notice to the Nature Parks within 14 days.

(c) In this clause:

(i) **Delegate's Organisation** means the Employee organisation in accordance with the rules by which the workplace delegate was appointed or elected; and

(ii) **Eligible Workers** means members and persons eligible to be members of the Delegate's Organisation who are employed by the Nature Parks.

50.2 **Right to representation**

(a) A workplace delegate may represent the industrial interests of Eligible Workers who wish to be represented by the workplace delegate in matters including:

(i) consultation about major workplace change and changes to rosters or hours of work (clause 8);

(ii) resolution of disputes (clause 48);

(iii) disciplinary processes;

(iv) enterprise bargaining, where the workplace delegate has been appointed as a bargaining representative in accordance with the Act or is assisting the Delegate's Organisation with enterprise bargaining; and

(v) any process or procedure within this Agreement or the Nature Parks' policy, which Eligible Workers are entitled to be represented and which concerns their industrial interests.

50.3 **Entitlement to reasonable communication**

(a) A workplace delegate may communicate with Eligible Workers for the purpose of representing their interests under clause 50.2 above. This includes discussing membership of the Delegate's Organisation and representation with Eligible Workers.

(b) A workplace delegate may communicate with Eligible Workers during working hours or work breaks, or before or after work.

50.4 **Entitlement to reasonable access to the workplace and workplace facilities**

(a) The Nature Parks must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussion that it fit for purpose, private and accessible by the workplace delegate and Eligible Workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the Nature Parks to communicate with Eligible Workers to communicate with each other, including access to Wi-Fi:

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment, including printers, scanners and photocopiers.

(b) The Nature Parks is not required to provide access to or use of a workplace facility under this clause if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impracticable to provide access to the use of the facility at the time or in the manner it is sought; or

(iii) the Nature Parks does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

50.5 **Entitlement to reasonable access to training**

(a) The Nature Parks must provide a workplace delegate with access to up to five days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests or Eligible Employees, subject to the following conditions:

(i) in each year commencing 1 July, the Nature Parks is not required to provide access to paid time for training to more than one workplace delegate per 50 Eligible Workers.

(ii) the number of Eligible Workers will be determined on the day a workplace delegate requests paid time to attend training, as the number of Eligible Workers who are permanent Employees or Regular Casual Employees.

(iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that

day if the workplace delegate had not been absent from work to attend the training.

(iv) the workplace delegate must give the Nature Parks not less than 5 weeks' notice (unless the Nature Parks and workplace delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(v) if requested by the Nature Parks, the workplace delegate must provide the Nature Parks with an outline of the training content.

(vi) The Nature Parks must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the Nature Parks with evidence that would satisfy a reasonable person of their attendance at the training.

50.6 **Exercise of entitlements under this clause**

(a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an Employee;

(ii) comply with the reasonable policies and procedures of the Nature Parks, including reasonable codes of conduct and requirements in relation to the occupational, health and safety and acceptable use of the ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent Eligible Workers exercising their rights to freedom of association.

(b) This clause 50 does not:

(i) Require the Nature Parks to provide workplace delegates with access to electronic means of communication in a way that provides individuals with contact details for Eligible Workers or;

(ii) require an Eligible Workers to be represented by a workplace delegate without the Employee's agreement.

51 Union Encouragement

51.1 The parties covered by this Agreement recognise the right of Employees, where eligible, to join a union. The Parties further recognise that union membership remains at the discretion of the individual Employees.

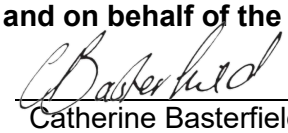
51.2 Information on the union/s which overage over eligible Employees, including induction materials, fees and general information about the union/s will be provided to all eligible Employees as soon as practicable after the commencement of employment. This information will be supplied by the union/s.

52 Agreement Signatories

Signed on behalf of the Australian Services Union as a Bargaining Representative for Employees:

.Signed:		Date:	23 September 2026
Name:	Phillipa Balk		
Address:	116-124 Queensberry Street, Carlton South, VIC 3053		
Position:	Assistant Branch Secretary		
	(basis of authority to sign)		

Signed for and on behalf of the Employer:

Signed:		Date:	23 September 2026
Name:	Catherine Basterfield		
Address:	1019 Ventnor Road, Summerlands, Phillip Island, Vic 3922		
Position:	Chief Executive Officer		
	(basis of authority to sign)		

APPENDIX 1- WAGE RATES

FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2025

TABLE 1: Minimum salary and Ordinary Rate of Pay

Commencement Yr 1 - 3% + (3-4%)

Classification	Minimum rate		Salary Pay Point 0.1		Salary Pay Point 0.2		Salary Pay Point 0.3		Salary Pay Point 0.4		Salary Pay Point 0.5		Maximum rate	
	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay
Under 17 years	$30,144	$16.64												
17 years	$35,625	$19.38												
18 years	$41,106	$22.16												
19 years	$46,587	$24.93												
Level 1	$54,808	$27.74	$55,767	$28.22	$56,743	$28.72	$57,736	$29.22	$58,746	$29.73	$59,775	$30.25	$60,821	$30.78
Level 2	$60,840	$30.79	$61,905	$31.33	$62,988	$31.88	$64,090	$32.43	$65,212	$33.00	$66,353	$33.58	$67,515	$34.17
Level 3	$66,560	$33.68	$67,725	$34.27	$68,910	$34.87	$70,116	$35.48	$71,343	$36.10	$72,591	$36.74	$73,861	$37.38
Level 4	$78,000	$39.47	$79,366	$40.16	$80,754	$40.87	$82,167	$41.58	$83,605	$42.31	$85,068	$43.05	$86,557	$43.80
Level 5	$87,550	$44.31					$101,970	$51.60					$116,390	$58.90
Level 6	$118,450	$59.94											$175,100	$88.61

Allowances

Allowance	Rate per week
On call allowance (clause 23)	$200

FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2026
TABLE 2: Minimum salary and Ordinary Rate of Pay

Year 2 - 3%

Classification	Minimum rate		Salary Pay Point 0.1		Salary Pay Point 0.2		Salary Pay Point 0.3		Salary Pay Point 0.4		Salary Pay Point 0.5		Maximum rate	
	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay
Under 17 years	$31,049	$17.14												
17 years	$36,694	$19.96												
18 years	$42,339	$22.82												
19 years	$47,984	$25.68												
Level 1	$56,452	$28.57	$57,440	$29.07	$58,446	$29.58	$59,468	$30.10	$60,509	$30.62	$61,568	$31.16	$62,645	$31.70
Level 2	$62,665	$31.71	$63,762	$32.27	$64,877	$32.83	$66,013	$33.40	$67,169	$33.99	$68,344	$34.59	$69,540	$35.19
Level 3	$68,557	$34.69	$69,757	$35.30	$70,978	$35.92	$72,219	$36.55	$73,483	$37.19	$74,769	$37.84	$76,077	$38.50
Level 4	$80,340	$40.66	$81,746	$41.37	$83,177	$42.09	$84,632	$42.83	$86,113	$43.58	$87,620	$44.34	$89,153	$45.12
Level 5	$90,177	$45.64					$105,029.50	$53.15					$119,882	$60.67
Level 6	$122,004	$61.74											$180,353	$91.27

Allowances

Allowance	Rate per week
On call allowance (clause 23)	$206

FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2027

TABLE 3: Minimum salary and Ordinary Rate of Pay

Year 3 - 3%

Classification	Minimum rate		Salary Pay Point 0.1		Salary Pay Point 0.2		Salary Pay Point 0.3		Salary Pay Point 0.4		Salary Pay Point 0.5		Maximum rate	
	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay
Under 17 years	$31,980	$17.65												
17 years	$37,795	$20.56												
18 years	$43,609	$23.51												
19 years	$49,424	$26.45												
Level 1	$58,146	$29.43	$59,163	$29.94	$60,199	$30.47	$61,252	$31.00	$62,324	$31.54	$63,415	$32.09	$64,525	$32.65
Level 2	$64,545	$32.66	$65,675	$33.24	$66,824	$33.82	$67,993	$34.41	$69,184	$35.01	$70,394	$35.62	$71,626	$36.25
Level 3	$70,614	$35.74	$71,849	$36.36	$73,107	$37.00	$74,386	$37.64	$75,688	$38.30	$77,012	$38.97	$78,359	$39.66
Level 4	$82,750	$41.88	$84,199	$42.61	$85,672	$43.36	$87,171	$44.12	$88,696	$44.89	$90,248	$45.67	$91,828	$46.47
Level 5	$92,882	$47.00					$108,180	$54.74					$123,478	$62.49
Level 6	$125,664	$63.59											$185,764	$94.01

Allowances

Allowance	Rate per week
On call allowance (clause 23)	$212

FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2028

TABLE 4: Minimum salary and Ordinary Rate of Pay

Year 4 - 3%

Classification	Minimum rate		Salary Pay Point 0.1		Salary Pay Point 0.2		Salary Pay Point 0.3		Salary Pay Point 0.4		Salary Pay Point 0.5		Maximum rate	
	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay	Salary	Ordinary Rate of Pay
Under 17 years	$32,940	$18.18												
17 years	$38,929	$21.17												
18 years	$44,918	$24.21												
19 years	$50,907	$27.24												
Level 1	$59,890	$30.31	$60,938	$30.84	$62,005	$31.38	$63,089	$31.93	$64,194	$32.49	$65,317	$33.06	$66,460	$33.63
Level 2	$66,482	$33.64	$67,645	$34.23	$68,828	$34.83	$70,033	$35.44	$71,259	$36.06	$72,506	$36.69	$73,775	$37.34
Level 3	$72,732	$36.81	$74,005	$37.45	$75,300	$38.11	$76,617	$38.77	$77,958	$39.45	$79,322	$40.14	$80,710	$40.85
Level 4	$85,233	$43.13	$86,725	$43.89	$88,242	$44.66	$89,786	$45.44	$91,357	$46.23	$92,956	$47.04	$94,583	$47.87
Level 5	$95,668	$48.42					$111,425	$56.39					$127,182	$64.36
Level 6	$129,434	$65.50											$191,336	$96.83

Allowances

Allowance	Rate per week
On call allowance (clause 23)	$219

APPENDIX 2 - CLASSIFICATION DESCRIPTIONS

		Competency Domains					
	General Summary	**Responsibility & Accountability**	**Skills and Knowledge, Technical and General**	**Judgement & Decision Making**	**Social Nature of Work**	**Innovation & Initiative**	**Indicative Roles**
LEVEL 1	• Assist with the delivery of on ground and internal business support services. • Deliver routine tasks under direct supervision with work that is predictable, has well established work methods and low complexity.	• Manages own deliverables within specified guidelines, support or guidance. • Accountable for accuracy and timeliness of outputs of own work.	• Performs routine operational, technical or administrative tasks and duties according to a limited range of prescribed, yet clearly defined procedures and objectives in a well-structured environment. • Work involves repetitive tasks with low complexity. • Basic operational knowledge in relevant areas. • An understanding of basic technological processes and applications.	• Demonstrates ability to identify risks and suggest mitigations to their direct leader. • Resolves problems within established procedures and guidelines with support from others. • Ability to adapt to variables or urgent changes in the workplace.	• Communication is mainly focused on routine issues that may require a general understanding of the operational context. • Exercises good interpersonal and communication skills and possesses self-confidence and presence.	• Identifies opportunities to improve own efficiency and suggests these to their leader. • The focus is on maintaining existing systems and processes. • Participates in learning and development activities and training.	• Warehouse Officers • Visitor and Customer Service Officers/ Guides • Ticketing, Sales a nd Reservations Officers • Facilities Officers • Operational and Site Support Roles

		Competency Domains					
	General Summary	**Responsibility & Accountability**	**Skills and Knowledge, Technical and General**	**Judgement & Decision Making**	**Social Nature of Work**	**Innovation & Initiative**	**Indicative Roles**
LEVEL 2	• Primarily work is of a procedural nature performed in a well-structured environment with established standards, methods, priorities and guidelines. • May have and use varying levels of accountability, complexity, competency and judgement in carrying out their work. • Undertakes specific and defined tasks within established rules under close supervision.	• Manages own deliverables and those who they lead on a shift-based nature with support from their leader. • Accountable for accuracy and timeliness of outputs of own work and that of direct reports.	• Performs varied and specific operational, technical or administrative tasks and duties of low complexity according to clearly defined procedures and objectives. • Delivers services relevant to the role under general supervision and may coordinate project/program steps. • Develops knowledge of relevant procedures, policies, regulations and legislation and contributes to development of these specific to their role. • Assists in the learning, developing and refining work skills for others. • An intermediate understanding of basic technological processes and applications.	• Identifies risks and acts on mitigating further impacts. • Uses judgement to resolve problems within established procedures and guidelines and applies known solutions. • Analyses routine information to identify emerging issues. • Ability to adapt and prioritise variables or urgent changes in the workplace.	• Exercises good interpersonal and communication skills with confidence and presence. • Communicates/explains rules, procedures and operational policies to other Employees and clients/stakeholders. • Uses leadership and influencing skills to achieve cooperation from others.	• Identifies and addresses opportunities to improve own efficiency through consultation with their leader. • Develops capabilities whilst participating in learning and development activities or training.	• Research and Administrative Support Officers • Team, Experience and Site Leads • Field Services Officers • Gardeners

LEVEL 3	• Primarily work is of a technical support nature requiring more advance technical skills and knowledge, a broader experience and additional responsibility. • Will maintain a high level of accountability, complexity and judgement in carrying out their work, including the delivery of technical tasks and services, as well as training and supervision of others.	• Determines work organisation of the work area, may manage a discrete budget and resources, or conduct small-medium technical or specialist projects defined by others. • Plans own and a team's daily work priorities and schedules. • Accountable for accuracy and timeliness of outputs of own work and that of others. • May lead a team and ensures they understand job requirements.	• Provides technical guidance or assistance to others and assists in on-the-job training in conjunction with supervisors and trainers. • Requires some strategic, conceptual and analytical thinking. • Delivers services relevant to the position and may coordinate specific project/programs. • Developed knowledge and technical input to relevant procedures, policies and regulations and understands legislation. • Contributes to development of procedures specific to their position/work area. • Uses knowledge and experience to achieve agreed outcomes in moderately complex work situations. • A good understanding of (medium-moderate) technological processes and applications. • Delivers moderate level technical tasks and services. • Is a technical operator or subject matter expert in a limited range of fields or disciplines relevant to the role.	• Identifies risks and acts on mitigating further impacts. • Resolves local operational service delivery problems within established procedures and guidelines. • Exercises professional judgement about the application of rules or selection of choices within guidelines. • Analyses routine information to identify emerging issues. • Ability to adapt, prioritise, and resolve emergent issues in the workplace.	• Exercises excellent interpersonal and communication skills. • Clearly communicates/explains concepts, rules, procedures and policies to Employees/volunteers/ students and clients/stakeholders. • Communicates and advocates preferred option to rightsholders, stakeholders and/or collaborators. • Provides strong leadership to achieve desired outcomes and cooperation within teams or Management.	• Identifies and addresses opportunities to improve own / organisational efficiencies, through initiative and consultation with their leader and work area. • Supports the learning and development activities of others through the preparation of training materials. • Demonstrates participation in adaptation strategies and contributes to their development. • Technical understanding of tools to innovate and mitigate risk and communication of opportunities for their consideration.	• Business Services Officers • Technical and Operational Officers • Maintenance and Construction Officers • Trade and Maintenance Leads • Rangers • Nursery Assistants

		Competency Domains					
	General Summary	**Responsibility & Accountability**	**Skills and Knowledge, Technical and General**	**Judgement & Decision Making**	**Social Nature of Work**	**Innovation & Initiative**	**Indicative Roles**
LEVEL 4	• Primarily work is of a specialist nature requiring technical expertise and experience in relevant work area/field. • May require tertiary qualification as well as appropriate experience. • Will have a clear accountability for a broad range of Employees and resource management. • Will maintain a high level of accountability, complexity and judgement in carrying out their work, including training and supervision of others.	• Manages own deliverables and that of specific work area/project/program. • Plans work priorities and schedules to achieve the Nature Parks objectives. • Responsible for leading projects, programs and/or teams. • Operates in a broad statement of objectives without detailed instruction. • Administers resources and budgets for a specific work area/project/program.	• Performs work of a mature technical and cognitive nature. • Delivers services/outcomes relevant to the specific work area/project/program. • Develops relevant procedures, policies • Understands regulations and legislation specific to their work area/position. • Undertakes and provides guidance in the design, planning and technical aspects of projects. • Plans and implements programs to achieve the Nature Parks objectives. • Excellent understanding of (medium-moderate) technological processes and applications. • Delivers high level technical tasks and services. • Is a technical specialist or subject matter expert in at least one field or discipline relevant to the role.	• Performs work with a high degree of autonomy, originality and independent judgement. • Identifies risks and acts on mitigating further impacts. • Analyses routine information to identify emerging issues. • Ability to prioritise, manage and resolve frequent emergent issues in the workplace.	• Exercises excellent interpersonal and communication skills. • Effectively communicates/explains rules, procedures and operational policies to other Employees/volunteers/ students and clients/stakeholders/rightsholders/collaborators. • Uses leadership and influencing skills to achieve cooperation from others. • Provides strong leadership within a team environment. • Leads, motivates and directs others to achieve identified and specified organisational goals.	• Identifies and addresses strategic opportunities to improve own / organisational efficiencies, including collaboration with the direct leader and function. • May require new and innovative thinking to solve identified risks or hazards separate from daily work tasks. • Develops own capabilities whilst role modelling key values of organisation through learning and development activities or training of self and others. • Ability to understand and facilitate future adaptation strategies and organisational evolution.	• Professional specialists • Technical and Operational Specialists/ Officers • Business Partners and Advisors • Project and Team Coordinators • Team, Experience and Trade Supervisors • Senior Technical Officers • Senior Rangers

		Competency Domains					
	General Summary	**Responsibility & Accountability**	**Skills and Knowledge, Technical and General**	**Judgement & Decision Making**	**Social Nature of Work**	**Innovation & Initiative**	**Indicative Roles**
LEVEL 5	• Work is of a specialist nature requiring highly developed technical expertise and/or experience in relevant work area/field. • Will be expected to provide expert advice and represent the Nature Parks internally and externally within their area of expertise and/or in relation to strategic programs to achieve organisational goals and objectives. • Will have a clear accountability for a range of Employees and resource management. • Has a high degree of autonomy, originality and independent judgement. • May be required to lead and direct others and supervise general and specialist Employees.	• Positions at this level are typically specialists in a professional discipline. • Plans work priorities and schedules to achieve the Nature Parks objectives. • Responsible for leading projects and/or teams. • Operates in a broad statement of objectives without detailed instruction. • Administers resources and budgets for a specific work area/project/program. • Manages an area with significant budget, Employee responsibilities or strategic importance. • Manages risk assessment of risks and compliance of regulatory nature.	• Performs work of a highly complex and sophisticated nature. • Delivers services/outcomes relevant to the specific work area/project/program to achieve the Nature Parks' and Manager's directives. • Responsible for operational policy or service development impacting a major functional area. • Provides specialised technical guidance to other Employees within the same technical or professional field. • Participates in strategic planning and contributes technical knowledge and knowledge gained through management of a program of work. • Provides high level expertise in a field or discipline that is critical to a program of works or organisation. • Is a technical specialist or subject matter expert in a range of fields or disciplines relevant to the role. • Has an excellent understanding of advanced technological processes and applications.	• Performs work with a high degree of autonomy, originality and independent judgement. • Positions at this level can change methods or processes for their work area within regulatory frameworks with minimal management approval. • Identifies risks and acts on mitigating further impacts. • Routinely advises senior levels of the organisation on policy issues and/or solutions within a functional area. • Analyses routine information to identify emerging issues. • Excellent ability to prioritise, control and resolve frequent emergent issues in the workplace.	• Exercises excellent interpersonal and communication skills. • Manage complex and diverse relationships. • Provides a high level of professional leadership and drives the development of Employees/volunteers/ students in area of professional expertise. • Effectively communicates/explains rules, procedures and operational policies to other Employees/volunteers/ students and clients/stakeholders/rightsholders/collaborators/students/volunteers. • Establishes new collaborations with external networks for new projects.	• Identifies and addresses strategic opportunities to improve own / others / organisational efficiencies, including collaboration with the Manager and across functions. • Refines own capabilities whilst role modelling key values of organisation through learning and development activities or performance management of self and others. • Development of future adaptation strategies and proposals for organisational evolution. • Identifies potential risks to organisational functions and develops mitigation measures at a strategic level	• Senior Professional Specialists • Senior Technical Specialists • Senior Coordinators and Project Leads • Senior Business Partners and Advisors • Scientists

		Competency Domains					
	General Summary	**Responsibility & Accountability**	**Skills and Knowledge, Technical and General**	**Judgement & Decision Making**	**Social Nature of Work**	**Innovation & Initiative**	**Indicative Roles**
LEVEL 6	• Work at this level is highly complex, largely analytical and non-routine and provides expertise in decision making for important organisation-wide projects and programs which directly impact organisational performance. • Work at this level is critical for a strong alignment to organisational strategy and objectives. • Positions at this level drive and implement change within their work area.	• Positions at this level are typically experienced management positions or positions that are highly specialised in a particular discipline and are leaders of their function. • Strategic in nature and require understanding and awareness of organisational strategy and objectives. • Manages substantial resources primarily associated with projects of significance to the organisation or within the field of expertise. • Required to, manage teams of diverse disciplines, cross functional teams, programs/projects, implement change and foster a commitment to the Nature Park's goals and objectives. • Responsible for compliance functions for the organisation. • Responsible for managing the risks and compliance of a regulatory nature on behalf of the Nature Parks.	• Provides expert information and advice on professional field of interest/major project/s. • Delivers strategic outcomes relevant to the specific work area/project/program to achieve the Nature Parks objectives. • Responsible for the functions' operational policy or service development impacting on the organisation. • Possesses significant experience in the field/area of expertise. • Typically, Employees at this level require advanced experience and professional credibility combined with technical knowledge. • Provides high level expertise as a technical specialist or subject matter expert in a broad range of fields or discipline that is critical to the program or organisation. • Exceptional understanding of advanced technological processes and applications.	• Expert decision-making over significant resources and people in relation to critical organisation programs. • Understands the implications of the work and its impact on/contribution to organisational policy. • Develop briefs on highly complex issues that provide options/recommendations for decisions within the organisation. • Exceptional ability to prioritise, control and resolve frequent and sensitive emergent issues in the workplace. • Decision maker for strategic ideas and directions, emerging technologies and/or pathways for organisational adaptation and evolution.	• Provides professional leadership and development of Employees/volunteers/ students in area of professional expertise which may include leading and inspiring teams of fellow professionals. • Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, collaboration, communication and interpersonal skills are required. • Influences stakeholders holding competing priorities and views and represents own work area with external stakeholders, and effectively manages feedback. • Establishes new collaborations with external networks for new programs.	• Identifies proactive and strategic opportunities to improve own / others / organisational efficiencies and responds to new and emerging issues in their function, including collaboration, consultation and consideration of implications across functions and to the organisation. • Leads strategic planning in own area and contributes to it for the broader organisation. • Refines own capabilities whilst role modelling key values of organisation through strategic planning of learning and development activities or performance management of self and others. • Innovative and strategic thinker on organisational, local, national and/or global scale.	• Managers

IN THE FAIR WORK COMMISSION

No.: AG2026/2752

Applicant:

PHILLIP ISLAND NATURE PARK BOARD OF MANAGEMENT INC

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – SECTION 190

I, Catherine Basterfield, have the authority given to me by Phillip Island Nature Parks (**the Employer**) to give the following undertakings with respect to the *Phillip Island Nature Parks Agreement 2025 – 2029* (**the Agreement**):

1. The minimum engagement for casual employees Monday to Saturday will be 3 hours, and on Sundays and Public Holidays 4 hours.

2. In circumstances where a casual seven day roster employee works on a Sunday and does not work at least 5 hours on any other day of the week, Nature Parks agrees to undertake a pay reconciliation exercise at the completion of a two roster period (ie four weeks), comparing what the casual employee received under the Agreement and what they would have been entitled to under the *Amusement, Events and Recreation Award 2020* (**Amusement Award**). If a shortfall is identified, the casual employee will be paid the difference.

3. Clause 16.3(e) of the Agreement is deleted and replaced with the following wording and table:

   "Upon resignation or termination any accumulated time in lieu will be paid at the overtime rate applicable under the Agreement to the overtime when worked.

4. The minimum rate of pay payable to employees classified as Level 4 under the PE Award is the Level 5 Salary Pay Point 0.3 rate of pay.

5. With respect to shiftworkers covered by the PE Award, for the purposes of the additional week of annual leave provided for in section 87(1)(b) of the *Fair Work Act 2009* (Cth), a shiftworker who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays. For the avoidance of doubt, this undertaking has no application to employees who are covered by the Amusement Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Catherine Basterfield

Chief Executive Officer

Phillip Island Nature Parks

23/10/2026

Date