



## **Phillip Island Nature Parks Agreement 2021 - 2024**

**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.**

## PART 1 - APPLICATION AND OPERATION OF AGREEMENT

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### 1 Title

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- 1.1 This Agreement shall be known as the PHILLIP ISLAND NATURE PARKS AGREEMENT 2021 - 2024.

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### 3 Definitions

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- 3.1 "Act" means the *Fair Work Act 2009* (Cth)
- 3.2 "The/this Agreement" means the Phillip Island Nature Parks Agreement 2021-2024
- 3.3 "CEO" means the Chief Executive Officer of the Nature Parks or their nominee
- 3.4 "Employee" means all persons employed by the Nature Parks except for persons employed by the Nature Parks on an Executive Contract.
- 3.5 "Executive Contract" an executive contract or manager employment contract and/or Public Entity Executive Employment Contract
- 3.6 "FWC" means Fair Work Commission
- 3.7 "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
- 3.8 "NES" means the National Employment Standards as contained in Part 2-2 of the Act
- 3.9 "Nature Parks" means the Phillip Island Nature Parks Board of Management
- 3.10 "Ordinary Rate of Pay" means the base rate of pay prescribed in Appendix 2 for work being performed, and does not include overtime, weekend and/or public holiday related payments
- 3.11 'Significant Other' means a person with significant family or personal connection to the Employee-
- 3.12 "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.
- 3.13 "Union" means Australian Services Union (ASU)

### 4 Period of Operation

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- 4.1 This Agreement will commence operation seven days following approval by the FWC and shall have a nominal expiry date of 30 November 2024.
- 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

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- 5.1 It is a term of this Agreement that no further claims by way of wages, salaries or conditions will be pursued from the date of commencement of this Agreement until 29 May 2024.
- 5.2 Clause 5.1 does not apply to staff promotion, staff transfer or review of a position by Management 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 covered by the Agreement.
- 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 No term of this Agreement will operate to exclude any entitlement provided by the NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, if there is any inconsistency between this Agreement and the NES to the detriment of an employee, the NES will prevail.

## **6 Parties Bound and Coverage**

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- 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 the CEO, Executives managers and senior leaders engaged on an Executive Contract.
- 6.2 In accordance with section 183(1) of the Act, the Agreement will cover the Australian Services 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 ASU.

## **7 Individual Flexibility Arrangements**

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- 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 18 (Jobs and Salary Scale Levels and Pay Increases)
  - (b) Clause 15 (Hours of Work)
  - (c) Clause 19 (Seven Day Roster Allowance)
- 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

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- 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

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### 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.

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 provided with advice.

- (a) A full-time Employee is one who is engaged to work the ordinary working hours prescribed in clause 15 - Hours of Work, of this Agreement. Such employment shall be paid by the fortnight.
- (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.
- (c) A fixed term Employee is an Employee who is engaged on a fixed term basis to work full-time or part-time hours.
- (d) 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.

- (e) The casual conversion provisions contained in the NES apply to casual Employees.

### 9.3 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.

### 9.4 REVIEW OF CLASSIFICATIONS PROJECT

The parties agree, during the life of this Agreement, to establish a working party that will review the current classification structure and consider development of a new skills-based career progression classification structure. Any agreed outcome of the review regarding the new classification structure may be considered during any bargaining for a replacement Agreement for implementation in the next iteration of the agreement (2024 EA).

### 9.5 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 to review their performance each month.
- (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) Additionally the probationary period may be reduced by mutual agreement if the Employee's performance is deemed satisfactory prior to the six month expiration date.
- (f) 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 Scale

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### 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 manager with a view to reaching agreement to the proposed change in duties and responsibilities.

## 10.2 SALARY SCALES

Each Position Description will be classified into classifications specified in Appendix 3. Movement between Salary Scales shall be based on promotion to a suitable vacancy in a higher work Salary Scale.

## 10.3 ASSISTANCE IN EVENT OF DISAGREEMENT

If agreement cannot be reached in relation to a Position Description, Salary Scale Classification or level within a Salary Scale, in accordance with the applicable policy, an Employee may appeal for resolution of the matter. In assessing a salary level within a Salary Scale, 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.

# 11 Management of Performance

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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

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

- the principles of natural justice;
- confidentiality of process;
- fairness in process;
- the right to representation, including union representation at any stage of the process; and
- 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

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- 13.1 In accordance with clause 11 of this Agreement, the 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.
  - (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 development is undertaken during ordinary working hours (rostered hours or course duration), the Employee concerned shall not suffer any loss of pay. Where development 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 Additional travel costs incurred by an Employee undertaking a learning and development activity in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Nature Parks. This reimbursement will only apply where a Nature Parks vehicle is not available to be used.
- 13.5 Employees who are required to travel outside of working hours (rostered hours or course duration) will be paid up to 2 hours for travel or be granted up to 2 hours' Time in Lieu (TIL) (dependant on location travelling to). This payment will be made for only one forward journey and one return journey for the period of learning and development.
- 13.6 When an Employee participates in non-compulsory training, information sessions and meetings of less than 2 hours duration, the Employee shall be paid only for the time of attendance.

## 14 Study Leave

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- 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 their Manager and the satisfactory completion of modules or units, 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.
- 14.2 Assistance with an accredited course of study will be subject to a qualifying period of 12 months employment with the Nature Parks. Assistance for part time staff will be on a pro rata basis.
- 14.3 Approval in writing is required prior to commencement.

## 15 Hours of Work

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

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

### 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 two hours, except as per clause 13.6 – non-compulsory training.
- (e) Where a part-time or casual Employee has worked a shift of less than three hours, the Nature Parks will undertake a reconciliation calculation at the completion of a two roster period (ie four weeks) (**Relevant Period**) to ensure that the Employee's gross earnings for the Relevant Period is equal to or more than what the Employee would have been entitled to under the Amusement, Events and Recreation Award 2020 (**Award**) for the hours worked by the Employee. If the Employee's total gross earnings for the Relevant Period is less than what they would have received under the Award (**Shortfall**), the Nature Parks will pay the Shortfall amount in the next pay period.

### 15.2 SEVEN DAY ROSTER PROVISIONS

- (a) Rosters will have regard to customer needs, seasonal conditions, operational requirements, and personal and family circumstances. Management 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 the 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 15.2(c) ceases to apply during periods where clause 43 (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 two hours, subject to Clause 13.6 – non-compulsory training.

### 15.3 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 the 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.

15.4 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;
  - ii) the Employee's personal circumstances including any family responsibilities;
  - iii) the needs of the workplace; and
  - iv) the notice (if any) given by the Nature Parks and by the Employee of their intention to refuse it.
- (b) Employees will not be paid for additional time worked unless their Manager approves such additional time.
- (c) Where an Employee in receipt of a weekend and public holiday allowance (as set out Appendix 2) 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) Full time Employees working five days Monday to Friday will not be paid for additional hours unless such additional hours are approved by their Manager. Any additional hours approved by their Manager may be taken as time in lieu, which will be one hour for each additional hour worked. Alternatively, such additional hours may be paid for at the rate of one and a half times the Employee's Ordinary Rate of Pay for the first three hours Monday to Saturday, with double time thereafter on approval from the Manager. The Employee may elect to take compensation for such additional hours as time in lieu or as payment under the terms set out in this sub clause. Sunday shall be paid at double time and Public holidays at two and a half times.
- (e) Additional hours worked driving to and from courses or work events, where that travel is immediately prior or directly following the event will be taken as time in lieu or paid for at the Ordinary Rate of Pay for each additional hour, or part thereof.

15.5 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) 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.
- (c) Time in lieu will generally be taken in full day increments however may be used in lesser periods.
- (d) Upon resignation or termination any accumulated time in lieu will be paid.
- (e) 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.
- (f) 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.
- (g) All time in lieu accrued hours must be cleared by the final payroll prior to the 30 June each year unless otherwise approved by the CEO. Exceptional circumstances only will be recognised for carryover of time in lieu.
- (h) 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.
- (i) Hours accrued after the final payroll is completed will be accrued into the new financial year.

#### 15.6 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 the Nature Parks.
- (d) Unless otherwise approved, a RDO shall be taken on the day as set out in the roster.
- (e) Where, due to unforeseen circumstances, an Employee is unable to take the rostered day off work, an alternative day may be substituted by agreement.
- (f) No more than 8 hours may be worked on any one day for the purpose of RDO time accrual. Any additional hours worked beyond 8 in any one day must be worked as directed by management and shall be in accordance with clauses 15.4 and 15.5.

#### 15.7 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.

#### 15.8 SPLIT SHIFT

- (a) Split shifts may be rostered to meet varying needs of the Nature Parks (refer to clause 15.3(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 15.8(b).

#### 15.9 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.

#### 15.10 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.

## 16 Work Across Departments

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- 16.1 Part time Employees may apply to work additional hours in more than one department. The approval of such an application will be at the absolute discretion of the Nature Parks.
- 16.2 Subject to approval by the Nature Parks, the maximum number of hours worked across all departments cannot exceed 75 hours per fortnight and shall not be deemed to be an ongoing full time employee at any stage.
- 16.3 When an Employee works across departments and/or positions, hours worked will be paid in accordance to the Ordinary Rate of Pay of the position in which they have been rostered.
- 16.4 An Employee who seeks additional hours across departments shall understand that there is no ongoing commitment to provide additional hours in other departments.

## 17 Flexible Working Arrangements (specific circumstances)

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### 17.1 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 a parent, or has responsibility for the care, of a child, who is of school age or younger;
  - ii) the Employee is a carer;

- iii) the Employee has a disability;
  - iv) the Employee is 55 or older;
  - v) the Employee is experiencing violence from a member of the Employee's family;
  - vi) the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (b) To avoid doubt, and without limiting subclause 17.1(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 a 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 the Employee has completed at least twelve months of continuous service with the Nature Parks immediately before making the request.
- (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 refuse the request only on reasonable business grounds. If the Nature Parks refuses the request, the written response under subclause 17.1(e) must include details of the reasons for the refusal.

## **PART 2 - WAGES AND RELATED MATTERS**

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### **18 Jobs and Salary Scale Levels and Pay Increases**

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- 18.1 During the term of this Agreement rates of pay and allowances shall be adjusted as follows:
- 2% on the 6 December 2021;  
 2% on the 5 December 2022; and  
 2% on the 4 December 2023.
- Ordinary Rates of Pay and allowances are set out in Appendix 2 of this Agreement.
- 18.2 Performance increments shall be paid according to the *Performance Appraisal Development Policy* as amended from time to time.
- 18.3 In addition to annual increase adjustments, Employees will be eligible for an incentive bonus based on profit. The incentive bonus scheme conditions are set out in Appendix 1 of this Agreement.
- 18.4 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.
- 18.5 Meal allowance
- All Employees are offered staff meals (including drinks) at reduced rates at all sites where practicable, before, during, and after their working hours.



## 19 Seven Day Roster Allowance

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- 19.1 Full time, part time and casual Employees working in accordance with a seven day roster will be required to work, evenings, weekend days and public holidays in accordance with Clause 15 (Hours of Work), and shall receive a weekend and public holidays allowance in accordance with Appendix 2.
- 19.2 The following provisions shall apply to **full time Employees** receiving the weekend and public holiday allowance:
- (a) A minimum of 48 up to a maximum of 52 specified days shall be worked in the 52 week period ending 30 June. Specified days shall include:
    - i) rostered weekend and public holiday days; and/or
    - ii) rostered split shifts.
  - (b) The specified days will be calculated on actual days worked and will not include additional weekend days worked at the Employee's request.
  - (c) Where less than the required minimum of 48 specified days in the 52 week period are worked, the Employee will be required to enter into arrangements to make up any shortfall in the subsequent 52 week period.
  - (d) Where approved rostered days of more than the maximum of 52 specified days are worked during the 52 week period, a monetary payment equal to **\$185.00** will be paid for each approved day worked.
  - (e) When paid leave exceeding 13 weeks is taken, the Employee shall, unless arrangements are made to make up any shortfall in specified days worked, have an annual reduction to the allowance having regard to shortfall in actual weekend and public holidays worked.
  - (f) Subject to clause 19.2(e), an Employee on seven day roster who works regular weekends, during periods of long service leave weekend days should be counted as per their regular roster.
  - (g) When absent due to illness on a specified day on which the Employee has been rostered to work, the rostered shift will be counted for the purposes of calculating number of specified worked in the 52 week period.
  - (h) When absent on extended illness exceeding three months the Employee shall, with the written approval of their Manager, have an adjustment to the required number of specified days on a pro rata basis having regard to the period of illness as a percentage of 52 weeks.
  - (i) The Employee may apply to work less than the minimum 48 specified days and any such approval will consider rostering arrangements and organisational priorities for the work group or department.
  - (j) Where approval is granted for the Employee to work less than the minimum 48 specified days, the allowance will be adjusted on a pro rata basis having regard to the number of specified days it is mutually agreed the Employee will work.
  - (k) Employees may apply in advance to work more than the maximum 52 specified days for personal benefit without any adjustment to the allowance and will not be eligible for any entitlements as referred to in sub clause 19.2(d). Approval will consider the Nature Parks' ability to roster other staff in the work group to meet the requirements of this clause.
  - (l) Upon resignation or retirement, if an Employee receiving the allowance has not worked sufficient specified days to accord with pro rata requirement, any shortfall will be offset against any other entitlements. Where the specified days exceed the

pro rata requirement the Employee will be paid for any surplus days on a pro rata basis.

- 19.3 The following provisions shall apply to **part time Employees** receiving the weekend and public holiday allowance:
- (a) Employees are expected to work shifts rostered on evenings, weekend and public holidays.
  - (b) Rosters will be developed in a manner to distribute weekend and public holiday shifts equitably taking into consideration:
    - i) organisational priorities for the work group or department;
    - ii) individual requests for more weekend days to suit personal needs; and
    - iii) any requirements prescribed by clause 15.2 (Seven Day Roster Provisions).
  - (c) The Nature Parks may employ an Employee specifically for weekend days to cater for absences and additional needs of the organisation. In this case clauses 19.3(a) and 19.3(b) shall not apply.

## 20 Meal and Tea Breaks

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- 20.1 Full time Employees and those engaged in the commercial service sections of the Nature Parks shall be entitled to a 15 minute tea break if the rostered shift is 3.5 hours.
- 20.2 Employees will not be rostered to work more than five hours continuously without an unpaid meal break which shall be 30 minutes.

## 21 Payment of Wages

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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

## 22 Higher Duties

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- 22.1 An Employee who is directed to perform the duties and exercise the delegations of a higher Salary Scale position for a period of more than four hours on any day shall be paid an allowance to increase salary to the minimum rate of salary applicable to the higher Salary Scale position or the difference between Salary Scale 1 (Ordinary Base Rate of Pay) and Salary Scale 2 (Ordinary Base Rate of Pay) per hour whichever is the greater. If personal/carer's leave is taken during a period where an allowance for higher duties is being paid, payment during the period of personal/carer's will be made at the higher rate.
- 22.2 In addition to clause 22.1 of this Agreement, the higher duties rate of the difference between Salary Scale 1 (Ordinary Base Rate of Pay) and Salary Scale 2 (Ordinary Base Rate of Pay) per hour will be payable when the following duties are undertaken;
- (a) Commercial Team Leader (Admissions/Retail Coordinator) shift; and
  - (b) Team Leader (Visitor Engagement).
- 22.3 An Employee shall not be entitled to payment for higher duties allowance for annual leave or long service leave unless the assignment has been for a period of twelve months.

- 22.4 A higher duties allowance is not payable to an Employee whilst on any other form of paid leave, except for public holidays which fall within a period of higher duties.

## **PART 3 - LEAVE**

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### **23 Public Holidays**

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- 23.1 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, Queens 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.
- 23.2 Penalty payments for work performed on a public holiday are incorporated into the weekend and public holiday allowance as set out in Appendix – 2 of this Agreement with the exception of clause 23.3, clause 23.4 and clause 23.5 of this Agreement.
- 23.3 Employees who work a five day roster and are requested to work a public holiday will be entitled to take a day in lieu of the public holiday at a time mutually agreed by the Employee and their manager or elect to be paid at two and a half times the Ordinary Rate of Pay.
- 23.4 Employees working a seven day roster and who are required to work on Good Friday or Christmas Day shall be paid at a rate of two times the Ordinary Rate of Pay for each hour worked (i.e. double time). Work on all other public holidays is incorporated into the public holiday and weekend allowance paid to such Employees (see Appendix 2).
- 23.5 Full time Employees working a seven day roster who are not required to work on Good Friday or Christmas Day will be paid at their Ordinary Rate of Pay for ordinary hours not worked.

### **24 Annual Leave**

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- 24.1 **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.
- 24.2 **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.

#### 24.3 MAXIMUM ACCRUAL

Annual leave entitlements may not exceed 152 hours for full time employees and 100 hours for part time (no fixed hours) and pro rata based on 152 hours for part time Employees on fixed hours as at the 30 June each year unless otherwise approved by the Nature Parks.

#### 24.4 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.

## 25 Purchased leave

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

25.2 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.

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

25.4 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 week employment, appropriate pro rata salary adjustments will be made.

## 26 Long Service Leave

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### 26.1 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.

### 26.2 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.

#### 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 for reasons other than for serious misconduct will be paid for any unused entitlement to long service leave.

### 26.3 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.

### 26.4 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.

## 27 Personal/Carer's Leave

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- 27.1 Permanent Employees shall be entitled to leave for the purposes of personal illness (sick leave), or leave to provide care and support for members of their Immediate Family or household because of an illness, injury, or unexpected emergency (carer's leave) as set out in this clause.

27.2 The requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee is on provision that the care and attention is not wholly or substantially on a commercial basis (carer's leave).

27.3 Full time Employees will accrue twelve days personal/carer's leave per year and part time employees will accrue personal/carer's leave on a pro rata basis having regard to anticipated hours as a percentage of full time employment. Unused personal/carer's leave shall be cumulative.

27.4 The entitlement to use personal/carer's leave is subject to the Employee meeting the eligibility requirements of 27.1 or 27.2.

#### 27.5 TAKING LEAVE

- (a) The Employee is required to call-in to their department manager or supervisor if they are to be absent from work by reason of personal or family illness, with a sufficient period of notice prior to the commencement of the shift. Notice to the supervisor should be made the day prior if possible, or no later than outlined below depending on shift commencement times:

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

- (b) Where an Employee is absent from work by reason of personal illness they will be entitled to use accumulated personal/carers leave and be paid for those hours for which they are rostered to work.
- (c) The Nature Parks may require 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.
- (d) Provided that in the event that an Employee has used all accumulated personal/carer's leave, the Nature Parks may in the case of an extended period of illness and upon written application with satisfactory evidence of the illness 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.
- (e) Where an Employee becomes ill while on annual leave they shall be entitled to convert their leave to personal/carers leave upon the provision of a medical certificate, and to take their annual leave at another time.
- (f) An Employee with responsibilities in relation to members of their Immediate Family or immediate household shall be entitled to use accumulated personal/carer's leave to provide care and support for such persons because of an illness, injury or unexpected emergency when they are ill. The Employee shall, if required by the Nature Parks, to provide a medical certificate from a registered medical practitioner or statutory declaration in relation to illness of the person concerned for any absence exceeding two consecutive days.
- (g) Carer's leave forms part of personal/carer's leave entitlement.

#### 27.6 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 leave. The Nature Parks will require that the Employee provide documentary evidence (i.e. a medical

certificate from a registered medical practitioner or statutory declaration) to support the unpaid personal leave to the satisfaction of the Nature Parks.

- (b) An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in clauses 27.1 & 27.2 providing the Employee complies with the notice and evidence requirements outlined in clause 26.7(f). The Nature Parks and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take two days unpaid carer's leave per occasion.
- (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.

## 28 Compassionate Leave

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- 28.1 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.
- 28.2 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- 28.3 Management will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.
- 28.4 Casual Employees are entitled to two days unpaid compassionate leave.

## 29 Family Violence Leave

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- 29.1 GENERAL PRINCIPLE
  - (a) The Nature Parks recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Nature Parks is committed to providing support to staff that experience family violence.
  - (b) Leave for family violence purposes is available to Employees who are experiencing family 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 violence.
- 29.2 DEFINITION OF FAMILY VIOLENCE

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008 (Vic)*.
- 29.3 ELIGIBILITY
  - (a) for family violence purposes is available to all Employees.
- 29.4 GENERAL MEASURES

- (a) Evidence of family 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 Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Nature Parks' policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Nature Parks will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Nature Parks will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People and Culture contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the People and Culture or Family Violence contact.
- (f) Where requested by an Employee, the People and Culture contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 29.5 and clause 20.6.
- (g) 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 violence.

## 29.5 LEAVE

- (a) A permanent Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave) (**Family Violence Leave**). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) A permanent Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Nature Parks may require evidence consistent with clause 29.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.
- (c) Casual Employees are entitled to unpaid family and domestic violence Leave in accordance with the NES.

## 29.6 INDIVIDUAL SUPPORT

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Nature Parks will approve any reasonable request from an Employee experiencing family violence for:
  - i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - 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) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
  - (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.
  - (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services

## 30 Parental Leave

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Subject to the terms of this clause, Employees are entitled to paid and unpaid parental and 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.

### 30.1 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 or the Employee's Spouse; or
  - (ii) 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.

### 30.2 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;
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
    - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
    - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
    - is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

- (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. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (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.

### 30.3 SUMMARY OF PARENTAL LEAVE ENTITLEMENTS

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

	Paid leave	Unpaid leave	Total
<b>Primary Caregiver</b>			
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
<b>Secondary Caregiver</b>			
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

### 30.4 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.

### 30.5 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.

### 30.6 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; and
  - (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 as calculated in accordance with clause 30.19 below.
  - (iii) The Nature Parks will pay the superannuation contributions as a lump sum to the Employee's fund.

### 30.7 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 30.8(b).
- (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.

### 30.8 PERSONAL/CARER'S LEAVE

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with Clause 28.

### 30.9 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.

#### 30.10 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 27.
- (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 30.3 and thereafter, to unpaid special maternity leave.

#### 30.11 COMPASSIONATE LEAVE

Employees are entitled to access five days of paid compassionate leave if 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 if the Employee (or their Spouse) has a miscarriage. If required, Employees may provide Nature Parks evidence to satisfy a reasonable person that the compassionate leave is taken for the stated purposed.

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

#### 30.12 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 30.12(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.

### 30.13 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 on the day of 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, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

### 30.14 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.

### 30.15 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 the Nature Parks otherwise agrees.

### 30.16 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 30.17(b).
- (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 30.4, 30.5, 30.17 and 30.20 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

#### 30.17 KEEPING IN TOUCH DAYS

- (a) During a period of parental leave the Nature Parks and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the Act.

#### 30.18 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 30.4 or 30.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
  - (ii) The Employee must notify the 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 30.4 or 30.5 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 30.4 or 30.5 will reduce by the period of any extension taken by a member of the couple under clause 30.17.

#### 30.19 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 30.18(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 30.18(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.

### 30.20 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.

### 30.21 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 30.18(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 30.8 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 30.12(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.

#### 30.22 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 30.21(a).

#### 30.23 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.

#### 30.24 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.

## 31 Cultural and Ceremonial Leave

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The parties to this Agreement recognise and value the cultural diversity of Employees and therefore shall provide the opportunity for Employees who are required to observe days of cultural, ceremonial and/or religious significance. Where attendance requires time away from work, Employees may utilise accrued leave to which they may be entitled.



## 32 Leave Without Pay

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The Nature Parks may grant periods of leave without pay at its discretion and on approval by their Manager.

## 33 Right to disconnect during periods of leave and outside of working hours

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- 33.1 The Nature Parks will respect an Employee's period of leave. However, it may contact Employees in emergency situations, as part of disciplinary / performance proceedings or investigations, or where required to ensure it meets its legal obligations.
- 33.2 Other than in emergency situations, circumstances where the Nature Parks needs to fill vacant shifts or where required to ensure it meets its legal obligations, the Nature Parks will endeavour to not contact an Employee outside of their working hours.
- 33.3 Employees are not required to read or respond to emails or phone calls during periods of leave or outside of their working hours unless an exception in clause 33.1 or 33.2 applies.

## PART 4 – OTHER MATTERS

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### 34 Accident Pay

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- 34.1 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**).
- 34.2 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 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.
- 34.3 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
- 34.4 The liability of the 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 the Nature Parks to pay make-up pay as provided in this clause.
- 34.5 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.

- 34.6 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.
- 34.7 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.

## **35 Emergency Services Leave**

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- 35.1 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.
- 35.2 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.
- 35.3 Casual Employees are entitled to community service leave in accordance with the NES.

## **36 Court Attendance**

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- 36.1 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.
- 36.2 The Employee shall not be required to pay to the Nature Parks the amount received as jury fees.
- 36.3 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.
- 36.4 On resumption of duty, the Employee shall submit an attendance certificate obtained from the Sheriff or Clerk of the Court.
- 36.5 Leave granted under this clause shall be included as service for the purpose of annual, personal/carers and long service leave.
- 36.6 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.

## **37 Travelling and Accommodation**

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- 37.1 Where the Nature Parks requires an Employee to travel on behalf of the Nature Parks 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.
- 37.2 Reimbursement for use of a private vehicle will be at the rates as determined by the Australian Tax Office.
- 37.3 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.

- 37.4 International or domestic travel requires prior approval of the CEO. Reimbursement for international travel will be reviewed in accordance with exchange rates to countries visited.

## 38 Uniforms and Protective Clothing

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- 38.1 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 Nature Parks' policies and the *Occupational Health and Safety Act 2004* (Vic).
- 38.2 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 Engagement Ranger, Visitor Experience Ranger and Education Ranger.
  - (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
    - \$115 - Full Time staff
    - \$90 - Part Time staff whose hours greater than 38 per fortnight
    - \$50- Part Time staff whose hours less than 38 per fortnight
- 38.3 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.
- 38.4 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.

## 39 Superannuation

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- 39.1 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.
- 39.2 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.
- 39.3 Employees who wish to salary sacrifice are advised to seek independent financial advice.

## 40 Termination

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### 40.1 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.

### 40.2 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.

### 40.3 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 notice the Nature Parks may withhold monies due to the employee to a maximum amount equal to payment for the period of notice.

### 40.4 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.

## 41 Redeployment and Redundancy

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41.1 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.

41.2 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.

- 41.3 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 2015 or its successor. The policy applies to the Nature Parks but does not form part of this Agreement.
- 41.4 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**

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### **42 Settlement of Disputes**

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#### **42.1 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 17 or an application to extend unpaid parental leave under Clause 30.
- (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) The 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.

#### **42.2 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.

#### **42.3 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.

#### 42.4 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.

#### 42.5 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.

#### 42.6 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 FWC.

## 43 Circumstances Impacting Upon Delivery of Services

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43.1 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.

43.2 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.

- 43.3 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.
- 43.4 Provided that any time lost by taking leave without pay will not break the continuity of service for the purpose of any entitlements.

## **44 Leave to Attend Training**

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The Nature Parks will approve leave at its discretion for up to five paid days in any calendar year, for training and development of full-time and part-time Employees, in regard to development of human resource and industrial relations skills for Employees in leadership and union representation positions.

This Agreement is made on this 21<sup>st</sup> Day of March 2022.

Name: Tash Wark, Acting Deputy Branch Secretary



Signature

.....

Signed for and on behalf of Australian Services Union  
116-124 Queensberry Street, Carlton South, VIC 3053

Name: Catherine Basterfield, Chief Executive Officer



Signature .....

Signed for and on behalf of Phillip Island Nature Parks  
1019 Ventnor Road, Summerlands, Phillip Island, Vic 3922



The Nature Parks terms and conditions for the staff Incentive Scheme are as follows:-

**1 Eligibility to share in the Incentive Scheme**

- i. Full time (average 30 hours or more per week over twelve months) and part time staff (average 100 hours or more over twelve months) members:
- ii. must be employed for the full financial year;
- iii. must be employed at the time bonus is due (approximately September each year after audit) unless terminated due to death or permanent disability.

**2 Non eligible categories for Incentive Scheme**

- i. Contractors
- ii. Chief Executive Officer and Managers
- iii. Volunteers

**3 Calculation of profit for the Incentive Scheme**

The following forms the basis of the calculation of profit:

- i. is related to the net result for the year as presented in the audited financial statements (prior to the provision of incentive payments under this scheme);
- ii. An amount of \$100,000 above budgeted net result for the year is to be achieved before the Incentive Scheme is applicable;
- iii. Fifty percent (50%) of the first \$100,000 above budget i.e. \$50,000 will be available for distribution plus; and
- iv. Ten to twenty percent (10%-20%) of amounts over \$100,000 above budget will be available for distribution.

The Incentive Scheme will not apply if the net result for the year is a loss/deficit.

**4 Exclusions**

The following items are excluded from the calculation of profit:

- i. Government Grants for a specific purpose will be excluded from the net result for the year and the budgeted net result.
- ii. Donations from any source and gifts of Government Land will be excluded from the net result.
- iii. Any “one off charge” or major new expense commitments occurring after commencement of each new financial year but before the results are released will be deducted from the net result for the year.
- iv. Sponsorships received for specific projects will be excluded from the net result for the year and the budgeted net result. (Sponsorship income from commercial contracts that are not supporting specific projects are to be included in the incentive calculation).

**5 Distribution and Payment of Incentive Scheme**

- i. Full Time staff will share 2/3 and part time staff 1/3 of total monies available for distribution i.e. full time staff receive twice the amount of part time staff.

## APPENDIX 1: STAFF INCENTIVE SCHEME

- ii. Payment of the incentive payments will be applicable once final accounts have been audited and results released.

Example 1:

	\$
2017-2018 Budget net result	100,000
Actual net result	200,000
Additional profit	100,000

**Therefore:**

Amount for distribution      \$50,000 (amount being 50% of Additional profit)

Example 2:

	\$
2017-2018 Budget net result	100,000
Actual net result	250,000
Additional profit	150,000

**Therefore:**

Amount for distribution      \$55,000 (amount being 50% of \$100,000 and 10% of \$50,000)

Example 3:

	\$
2017-2018 Budget net result	100,000
Less exclusions	(50,000)
2017-2018 Budget adjusted	50,000

Actual net result	250,000
Less exclusions	(70,000)
Actual net result (adjusted)	180,000

Additional profit      130,000

**Therefore:**

Amount for distribution      \$53,000 (amount being 50% of \$100,000 and 10% of \$30,000)

SALARY SCALES

1st Year (operative from 6 December 2021) - 2% Increase										
Classifications	Ordinary Rate of Pay		Performance Increments							
	Probation*	Permanent	0.1		0.2		0.3		0.4	
Under 17		\$14.94								
17 years		\$17.41								
18 years		\$19.91								
19 Years		\$22.40								
Scale 1	\$23.95	\$24.88	\$0.45	\$25.33	\$0.45	\$25.78	\$0.45	\$26.23	\$0.45	\$26.68
Scale 2	\$25.83	\$27.59	\$0.45	\$28.04	\$0.45	\$28.49	\$0.45	\$28.94	\$0.45	\$29.39
Scale 3	\$25.83	\$27.59	\$0.45	\$28.04	\$0.45	\$28.49	\$0.45	\$28.94	\$0.45	\$29.39
Scale 4	\$28.68	\$29.93	\$0.50	\$30.43	\$0.50	\$30.93	\$0.50	\$31.43		
Scale 5	\$30.68	\$34.38								
Scale 6	\$36.61	\$39.96								

2nd Year (operative from 5 December 2022) - 2% Increase										
Classifications	Ordinary Rate of Pay		Performance Increments							
	Probation*	Permanent	0.1		0.2		0.3		0.4	
Under 17		\$15.24								
17 years		\$17.76								
18 years		\$20.31								
19 Years		\$22.85								
Scale 1	\$24.43	\$25.38	\$0.45	\$25.83	\$0.45	\$26.28	\$0.45	\$26.73	\$0.45	\$27.18
Scale 2	\$26.34	\$28.14	\$0.45	\$28.59	\$0.45	\$29.04	\$0.45	\$29.49	\$0.45	\$29.94
Scale 3	\$26.34	\$28.14	\$0.45	\$28.59	\$0.45	\$29.04	\$0.45	\$29.49	\$0.45	\$29.94
Scale 4	\$29.26	\$30.53	\$0.50	\$31.03	\$0.50	\$31.53	\$0.50	\$32.03		
Scale 5	\$31.30	\$35.07								
Scale 6	\$37.34	\$40.76								

3rd Year (operative from 4 December 2023) - 2% Increase										
Classifications	Ordinary Rate of Pay		Performance Increments							
	Probation*	Permanent	0.1		0.2		0.3		0.4	
Under 17		\$15.55								
17 years		\$18.11								
18 years		\$20.71								
19 Years		\$23.30								
Scale 1	\$24.92	\$25.88	\$0.45	\$26.33	\$0.45	\$26.78	\$0.45	\$27.23	\$0.45	\$27.68
Scale 2	\$26.87	\$28.71	\$0.45	\$29.16	\$0.45	\$29.61	\$0.45	\$30.06	\$0.45	\$30.51
Scale 3	\$26.87	\$28.71	\$0.45	\$29.16	\$0.45	\$29.61	\$0.45	\$30.06	\$0.45	\$30.51
Scale 4	\$29.84	\$31.14	\$0.50	\$31.64	\$0.50	\$32.14	\$0.50	\$32.64		
Scale 5	\$31.92	\$35.77								
Scale 6	\$38.09	\$41.58								

\*During the first 3 months of employment, unless varied in accordance with 9.5 (e), an Employee will be paid the Probation Ordinary rate of pay for their relevant classification. For the avoidance of doubt, the Casual Loading Component will be payable to a casual Employee’s probation rate.

**ALLOWANCE FOR WEEKEND & PUBLIC HOLIDAYS**

	1st year	2nd Year	3rd Year
Scale 1 & 2	\$6.75	\$6.89	\$7.03
Scale 3, 4 & 5	\$7.19	\$7.33	\$7.48
Receive Pro-rata of this allowance*			
Under 17	\$1.18	\$1.21	\$1.23
17 years	\$2.37	\$2.41	\$2.46
18 years	\$3.55	\$3.62	\$3.69
19 years	\$4.73	\$4.83	\$4.92

**Classification Descriptions**

Classification	Capability
<p><b>Scale 1</b></p> <ul style="list-style-type: none"> <li>- Ground Services</li> <li>- Sales and Service (Admissions, Retail)</li> <li>- Visitor Engagement Ranger</li> <li>- Gate Ranger</li> <li>-</li> </ul>	<p>An employee able to exercise the skills and knowledge necessary to perform work within the scope of this category and working to the level of their skills competence and training:</p> <ul style="list-style-type: none"> <li>a) Works in accordance with standard procedures and established criteria.</li> <li>b) Follows safe work practices and can identify and report workplace hazards.</li> <li>c) Understands and applies quality control techniques.</li> <li>d) Exercises good interpersonal and communication skills.</li> <li>e) Performs work under limited supervision either individually or in a team environment.</li> <li>f) Resolves problems within established procedures and guidelines.</li> <li>g) Participates in on the job training and development.</li> </ul>
<p><b>Scale 2</b></p> <ul style="list-style-type: none"> <li>- Administration</li> <li>- Team Leader</li> <li>- Visitor Experience Ranger</li> <li>- Tourism Operations (Mixed Skill)</li> </ul>	<p>An employee able to perform above and beyond a Salary Scale 1 employee and to the level of skills competence and training within the scope of this category:</p> <ul style="list-style-type: none"> <li>a) Provides guidance and assistance as part of a work team.</li> <li>b) Provides training in conjunction with supervisors and trainers.</li> <li>c) Understands and implements quality control techniques.</li> <li>d) Works under limited supervision either individually or in a team environment.</li> <li>e) Performs varied or specific tasks which may involve supervision of others.</li> <li>f) Exercises discretion in making effective choices which will usually require interpretation and application of judgement.</li> </ul>
<p><b>Scale 3</b></p> <ul style="list-style-type: none"> <li>- Graduate Professional</li> <li>- Environment Ranger</li> <li>- Horticultural Officer</li> </ul>	<p>An employee able to perform to the level of skills competence and training within the scope of this Salary Scale:</p> <ul style="list-style-type: none"> <li>a) Provides technical guidance or assistance within the scope of this Salary Scale.</li> <li>b) Prepares reports on tasks or assignments within the level of skills and competence.</li> <li>c) Possesses knowledge and understanding of operating principles and equipment utilised by people being supervised.</li> <li>d) Assists in the provision of on the job training in conjunction with supervisors and trainers.</li> <li>e) Provides strong leadership for people supervised and ensures that all staff understand job requirements and demonstrate an ability to work in a team environment.</li> </ul>

**APPENDIX 3 CLASSIFICATION DESCRIPTIONS**

<p><b>Scale 4</b></p> <ul style="list-style-type: none"> <li>- Administration</li> <li>- Research Support</li> <li>- Education &amp; Interpretation Ranger</li> <li>- Technical Assistant</li> <li>- Environmental Ranger</li> <li>- Senior Ranger</li> <li>- Supervisor</li> <li>- Construction</li> </ul>	<p>An employee able to perform to the level of skills competence and training within the scope of this Salary Scale:</p> <ul style="list-style-type: none"> <li>a) Provides technical guidance or assistance within the scope of this Salary Scale.</li> <li>b) Prepares reports on tasks or assignments within the level of skills and competence.</li> <li>c) Possesses knowledge and understanding of operating principles and equipment utilised by people being supervised.</li> <li>d) Assists in the provision of on the job training in conjunction with supervisors and trainers.</li> <li>e) Provides strong leadership for people supervised and ensures that all staff understand job requirements and demonstrate an ability to work in a team environment.</li> </ul>
<p><b>Scale 5</b></p> <ul style="list-style-type: none"> <li>- Administration</li> <li>- Professional Practitioner</li> <li>- Senior Environment Ranger</li> <li>- Senior Technical Officer</li> </ul>	<p>An employee able to perform to the level of skills competence and training within the scope of this Salary Scale:</p> <ul style="list-style-type: none"> <li>a) Possesses a sound knowledge of occupational health and safety, workplace relations and communication processes and is able to use this knowledge in training and leading the work of others.</li> <li>b) Possesses a general knowledge and awareness of the administrative business and marketing strategies of The Nature Parks.</li> <li>c) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement.</li> <li>d) Looks after and is responsible for projects and coordinating such projects with other parts of The Nature Parks operations.</li> <li>e) Responsible for coordination of general and specialist employees engaged in projects requiring complex and specialist knowledge.</li> <li>f) Plans and implements programs necessary to achieve The Nature Parks objectives.</li> <li>g) Applies knowledge and or guidance relevant to the design, planning and technical aspects of projects being undertaken.</li> <li>h) Leads and directs others involving a range of activities.</li> <li>i) Administers resources and budgets and participates in policy development.</li> <li>j) Operates within broad statements of objectives without requiring detailed instructions.</li> </ul>
<p><b>Scale 6</b></p> <ul style="list-style-type: none"> <li>- Administration</li> <li>- Professional Practitioner</li> </ul>	<p>An employee able to perform to the level of skills competence and training within the scope of this Salary Scale:</p> <ul style="list-style-type: none"> <li>a) Performs work at the above skill levels in a particular technical or professional field.</li> <li>b) Performs creative original work of a highly complex and sophisticated nature.</li> <li>c) Possesses a general knowledge and awareness of the administrative business and marketing strategies of the Nature Parks.</li> <li>d) Provides specialised technical guidance to other employees performing work within the same technical or professional field.</li> </ul>

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/998

Applicant:  
Phillip Island Nature Parks

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Catherine Basterfield, Chief Executive Officer have the authority given to me by Phillip Island Nature Parks (**Nature Parks**) to give the following undertakings with respect to the *Phillip Island Nature Parks Agreement 2021 - 2024 (Agreement)*:

1. In accordance with clause 5.5 of the Agreement, the Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. Scale 6 Employees who work in accordance with a 7-day roster shall receive the allowance for weekend & public holidays at the rate prescribed for Scale 3,4 & 5 Employees in Appendix 2 of the Agreement.

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



\_\_\_\_\_  
Signature

8/4/22

\_\_\_\_\_  
Date



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Phillip Island Nature Parks**  
(AG2022/998)

## PHILLIP ISLAND NATURE PARKS AGREEMENT 2021 - 2024

Amusement, events and recreation industry

COMMISSIONER MIRABELLA

MELBOURNE, 22 APRIL 2022

*Application for the approval of the PHILLIP ISLAND NATURE PARKS AGREEMENT 2021 - 2024.*

[1] Phillip Island Nature Parks (the Employer) has made an application for approval of an enterprise agreement known as the *PHILLIP ISLAND NATURE PARKS AGREEMENT 2021 - 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 27.5 – Personal/carer’s leave
- Clause 40.3 – Deduction upon termination

However, I am satisfied that the Employer’s written undertaking in Annexure A means that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it



wants the Agreement to cover it. In accordance with s.201(2) and based on the declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 22 April 2022 and, in accordance with s.54, will operate from 29 April 2022. The nominal expiry date of the Agreement is 30 November 2024.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/998

Applicant:  
Phillip Island Nature Parks

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

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



\_\_\_\_\_  
Signature

8/4/22

\_\_\_\_\_  
Date