



VICTORIAN NATIONAL PARKS ASSOCIATION INC
ENTERPRISE (COLLECTIVE) AGREEMENT
2024 – 2028

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PART A: SCOPE OF THE AGREEMENT

Agreement Title

1. This Agreement shall be known as the Victorian National Parks Association Incorporated Enterprise (Collective) Agreement 2024 – 2028 ('the Agreement'), following a 'holding year' of the previous 2019 – 2023 Agreement from 01 July 2023 – 30 June 2024.

Preamble

2. Our vision is that the Victorian National Parks Association (VNPA) is one of Australia's leading for-purpose employers. This Agreement reflects our commitment to recruiting and retaining the best staff, ensuring their wellbeing and promoting an exceptional workplace culture.

Purpose

3. The purpose of this Agreement is to provide terms and conditions of employment to employees covered by the agreement.

Parties to the Agreement

4. The parties to this Agreement are binding upon:
 - a) Victorian National Parks Association Incorporated (VNPA), ('the Employer') (ABN 34 217 717 593); and
 - b) those employees of the Employer ('the Employees') who are covered by the classification identified in Schedule A – Classification Descriptions; and
 - c) the Australian Services Union (ASU).

Date and period of operation

5. This Agreement will commence to operate seven (7) days after it is approved by Fair Work Australia (the commencement date) for a four (4) year term, expiring on 30 June 2028.

Nominal Expiry Date

6. This Agreement shall nominally expire on 30 June 2028.
8. At least three (3) months prior to the expiry of this Agreement, the parties will commence discussions on a new agreement.

Commitments to staff

9. VNPA is committed to providing flexible working arrangements to assist employees in getting an appropriate balance between their work and personal lives. All parties to this Agreement recognise the need to balance these flexibilities with the VNPA's aim to perform its functions in the most efficient and effective manner.
10. Managers and employees will work to ensure that the flexible working arrangements in this Agreement are used to achieve working patterns which provide a balance between work and personal lives, identify

opportunities for improved productivity and minimise the need for employees, including Executive Level employees, to work hours in excess of their usual hours.

11. VNPA maintains a safe and healthy work environment for all employees, consistent with its legal obligations.
12. VNPA respects and values the diversity of its workforce, provides support to prevent and eliminate harassment, bullying and discrimination on the basis of race, colour, sex, sexual preference, age, disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Savings Clause

13. No employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) of terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Enterprise (Collective) Agreement.

Relationship to Award

14. This Agreement shall incorporate all of the terms and conditions of the **Social, Community, Home Care and Disability Services Industry Award 2010** except where this Agreement conflicts with the Award. In such cases, this Agreement shall override the Award, subject to the better off overall test.

Relationship to Other Legislation

15. This Agreement operates in conjunction with a range of other Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, that may regulate terms and conditions of employment.

PART B: INDIVIDUAL FLEXIBILITY ARRANGEMENTS (MODEL CLAUSE)

16. An employer and employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) the arrangement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned above; and
 - c) the arrangement is genuinely agreed to by the employer and employee.
17. The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under Section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
18. The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e) states the date on which the arrangement commences.
19. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
20. The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or

- b) if the employer and employee agree in writing, at any time.

PART C: DISPUTE RESOLUTION PROCEDURE

21. In relation to any matter pertaining to this Agreement that may be in dispute between the parties ('the matter'), the parties agree to the following procedure to resolve the dispute. This also applies to the settlement of disputes in relation to the National Employment Standards.
22. All parties will genuinely attempt to resolve the matter at the workplace level, including, but not limited to:
 - a) The employee and their manager meeting and conferring on the matter;
 - b) If the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
 - c) If the matter is still not resolved, the aggrieved party will provide notification in writing to the Executive Director stating the matter(s) in dispute.
23. If the complaint is serious in nature and directly relates to the Executive Director, the notification is to be made to the VNPA President and Vice President(s) who will then appoint a member of Council to act on the VNPA's behalf.
24. Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party including, on the part of employees, a representative of the Australian Services Union ('ASU') or other employee representative in seeking to resolve the matter at the workplace level.
25. In the event that the matter is not resolved at the workplace level either party may refer the matter, at the VNPA's cost, to a nominee of the Resolution Institute or equivalent body seeking the appointment of an independent mediator who is appointed, as agreed by both parties or their nominee, to resolve the dispute; and
 - a) agree that both parties will participate in the mediation process in good faith.
 - b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process.
26. In the event that the dispute is not resolved in the workplace by way of discussion as outlined either party can refer the matter to the Fair Work Commission or its equivalent body for resolution by conciliation. If the matter cannot be resolved through conciliation, then either party may elect to have the matter resolved by arbitration at the Fair Work Commission.
27. Agree that during the time when the parties attempt to resolve the matter:
 - a) the parties will continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to their health or safety; and
 - b) subject to relevant provisions of any Victorian occupational health and safety law even if the employee has a reasonable concern about an imminent risk to their health or safety, the employee must not unreasonably fail to comply with a direction by their employer to perform other available

work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform.

28. The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
29. Agree not to commence an action to seek damages for breach of the Agreement unless all the above steps have taken place.

PART D: TYPES OF EMPLOYMENT

Full-time Employee

30. A full-time employee is one who is employed and who is ready, willing and available to work 37.5 hours per week exclusive of meal breaks at times as prescribed by the employer from time to time.
31. All new full-time employees will be appointed subject to a three (3) month probationary period. During the probationary period, employees may be terminated with one week's notice or payment in lieu of notice.

Part-time Employee

32. A part-time employee is a person who:
 - a) works less than the full-time hours of 37.5 per week; and
 - b) has reasonably predictable hours of work; and
 - c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
33. Regular part-time employees shall be paid per hour worked at the rate applicable to the employee's classification.
34. The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro rata basis.
35. All new part-time employees will be appointed subject to a three (3) month probationary period. During the probationary period, employees may be terminated with one week's notice or payment in lieu of notice.
36. Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

Casual Employee

37. A casual employee is one who is engaged on a short term basis and who is required to work an irregular pattern of hours on an intermittent basis. Such an employee's engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.

38. A casual employee shall be paid for all work done at the rate applicable to the employee's classification per hour plus a 25 per cent loading.
39. The provisions of 'Annual Leave'; 'Personal Leave', excepting unpaid Carer's Leave; 'Termination of Employment'; and 'Public Holidays not worked' shall not apply in the case of a casual employee.
40. A casual employee will be paid a minimum of two (2) hours at the appropriate rate for each engagement.
41. A casual employee who has worked for 12 months with a regular pattern of work will be offered the option to convert to permanent (full-time or part-time) employment.

Fixed-term Employee

42. A fixed-term employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project and for a period not greater than 24 months.
43. This Agreement shall apply to a fixed-term employee except to the extent that the Agreement expressly provides that it does not apply. Subject to this Agreement employee entitlements to redundancy payments and Parental Leave do not apply for fixed-term positions.
44. When offering employment on a fixed-term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
45. If a fixed-term employee is employed beyond one fixed term or externally funded contract which results in 24 months or more of continuous service then the employee shall become a permanent employee, for redundancy payments, long service leave accruals and all leave entitlements from the date of their initial commencement of employment.
46. An externally funded fixed-term employee who successfully obtains adequate funding for continued work in line with their current position shall have automatic right to continued employment provided that the application for on-going funding has been approved by the Executive Director or delegate and that the performance of the employee has been formally appraised and is considered adequate.

PART E: WAGES

Classification and salary rates

47. The classification and salary rates applicable during the terms of this Agreement are to be taken from the Social, Community, Home Care and Disability Services Industry Award (SCHADS). Rates are published and are effective from 1 July each year. *Refer Schedule B – SCHADS Award Rates* for rates current at commencement of this Agreement (1 July 2024).
48. Rates of pay have been determined to be SCHADS plus 1%, up to a maximum of 5% rise in any one year. The exception will be if the SCHADS increase is more the 5%, then VNPA will pay the SCHADS rate. For example, if:
 - a) SCHADS increases by 3%, VNPA will pay 4%
 - b) SCHADS increased by 4.5%, VNPA pays 5%
 - c) SCHADS increases by 7%, VNPA pays 7%

49. Employees shall be paid a salary according to the classification grade relevant to their position. *Refer Schedule A, Classification Descriptions* for a summary of classifications grades.
50. With the approval of the Executive, the Employer retains the right to appoint staff in a role that is outside the classifications outlined in this Agreement, subject to the requirements of the organisation.

Annual Increment

51. Eligible ongoing employees will be entitled to advance to the next pay point within that employee's classification grade on the anniversary of their employment, subject to satisfactory service over the previous 12 months.
52. Employees who are at the top pay point of their classification grade shall only receive the annual increase.

Salary Packaging

53. Where mutually agreed between the employer and a full-time or part-time individual employee, the employer may introduce remuneration packaging in respect of salary as provided for in PART J: SUPERANNUATION for any superannuation arrangements.
54. Subject to a written agreement in accordance with this provision prior to commencement of the arrangement staff may enter into an agreement with VNPA's salary sacrifice provider, Simplygreen (or any other such provider that VNPA may enter into an agreement with) to offer a limited range of items that can be packaged, namely:
 - Laptop Computer
 - Mobile Phone
 - Electric Vehicle on a novated lease
 - Plug-In Hybrid Vehicle on a novated lease entered into prior to 1 April 2025
55. The choice of further benefits against which remuneration may be packaged shall be at the discretion of the employer.
56. The terms and conditions of such a package shall not, when viewed objectively, be less favorable than the entitlements otherwise available under this award.

PART F: STAFF DEVELOPMENT AND PERFORMANCE REVIEW

57. Employees are required to abide by the VNPA Code of Conduct and to participate in an annual appraisal as part of the staff development scheme related to the position occupied by the employee and agreed between the employer and the employee. The annual appraisal is not linked to incremental progression as set out in Clause 51.
58. The staff development scheme provides for the following:
 - a) an annual performance review will be undertaken by the employer for all employees;
 - b) all employees to have access to current position descriptions and changes will be by agreement

between employers and employees;

- c) the development of individual staff development plans;
 - d) annual review of staff development plans;
 - e) internal appeal and review mechanism which, at the employee's request, will involve union participation.
59. The full implementation of the staff development scheme and individual staff development plans will be guided by organisational needs and may be constrained by the employer's available resources.
60. The procedures for review and the development of individual staff development plans may be varied by agreement between the employer and employee.
61. Individual staff development plans will be confidential and will be developed in consultation and agreement with the employee concerned and will clearly set out:
- a) the new or enhanced skills required of the employee by the employer together with proposed competency levels required where appropriate;
 - b) training or assistance to be provided by the employer and undertaken by the employee;
 - c) performance objectives identified and agreed upon;
 - d) time frame for completion of the plan.

PART G: PAYMENT OF WAGES

62. Wages shall be paid fortnightly in arrears by electronic funds transfer.
63. Wages shall be paid on a week day being not more than three working days following the end of the pay period.
64. Employees shall provide the employer with their time sheet for that period; and records of any expenses incurred during that period by 10am on the day that payroll is paid.
65. Upon termination of employment, wages due to an employee shall be paid on the date of such termination or within the next pay period.
66. The employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee or in accordance with this Agreement.
67. Within one (1) working day of pay day the employer shall state to the employee in writing:
- a) the name of the employer; and
 - b) the name of the employee and
 - c) the date of payment; and
 - d) the period of payment; and
 - e) the gross and net amount of payment; and

- f) any loadings, monetary allowances, bonuses, incentive-based payments, penalty rates or other separately and identifiable
- g) entitlement paid; and
- h) for workers paid an hourly rate, the ordinary hourly rate of pay and number of hours worked at that rate and the amount of payment at that rate; and
- i) any deductions made from the worker's pay including:
 - i. the amount and purpose of each deduction (including superannuation):
 - ii. the name, or the name and number, of the fund or account into which the deductions were paid;
 - iii. the amount of each superannuation contribution the employer made or is liable to make during the pay period;
 - iv. the name of the superannuation fund into which the superannuation contributions were made or will be made.

PART H: ALLOWANCES

68. Employees are entitled to claim reimbursement for allowances for doing specific tasks, working in different locations, using their own equipment, and other reasonable expenses while performing their role. Allowances must be incurred by the employee in the course of their employment, with prior approval from their manager, in accordance with other VNPA policies and by following the VNPA Purchase and Accounts Payment Process. Eligible allowances are outlined in the current Employee Allowances Schedule. The Employee Allowances Schedule will be reviewed on a bi-annual basis and checked against current ATO guidance to ensure the least expense to VNPA and that employees are not disadvantaged for work-related expenses.

PART I: FLEXIBLE WORKING ARRANGEMENTS

69. VNPA is committed to providing flexible working arrangements to assist employees in getting an appropriate balance between their work and personal lives.
70. The Executive Director and employees will work to ensure that the flexible working arrangements in this Agreement are used to achieved working patterns which provide a balance between work and personal lives, identify opportunities for improved productivity, and minimise the need for employees to work hours in excess of their usual hours.
71. All requests for Flexible Working Arrangements must be in writing and agreed by Executive Director or delegate with accurate approved timesheets kept for all agreed hours covered under flexible working arrangements.
72. Employees are not entitled to make a request for flexible working arrangements unless they have completed at least 12 months of continuous service with their employer immediately before making the

request.

73. An employee may request a change in their working arrangements from the Executive Director or delegate if they require flexibility because they:
- a) are the parent, or have responsibility for the care, of a child who is of school age or younger
 - b) are a carer (within the meaning of the Carer Recognition Act 2010)
 - c) have a disability
 - d) are 55 or older
 - e) are experiencing violence from a member of their family (as defined in Family Violence Protection Act 2008 Victoria)
 - f) provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family
 - g) are experiencing menstrual and/or menopausal symptoms
 - h) are experiencing chronic pain issues / on-going illness.
74. Flexible working arrangements include:
- a) Part-time work (Clauses 32-36)
 - b) Flexible work arrangements for parents / carers (Clauses 75-76)
 - c) Working from home arrangements (Clauses 77-78)
 - d) Use of leave provisions (Clauses 86-177)
 - e) Flex TOIL arrangements (Clauses 191-203)

Flexible working arrangements for parents/carers

75. A part-time or full-time employee who is a parent or has the responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours.
76. A request in accordance with Clause 75 must be in writing and set out details of the change sought and the reasons for the change. The Executive Director or delegate will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for refusal.

Working from home

77. An employee and the Executive Director or delegate may agree to an employee working from home on either a regular, temporary, intermittent or adhoc basis.
78. All requests for regular or temporary working from home must be in writing and agreed by the Executive Director or delegate with accurate approved timesheets kept for all agreed hours covered under working from home arrangements.

PART J: SUPERANNUATION

79. The employer will pay superannuation contributions on behalf of the employee in accordance with the relevant legislation, as varied from time to time, which governs the superannuation rights and obligations of the parties.
80. An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by Electronic Funds Transfer (EFT). Any fees associated with EFT will be borne by the VNPA.
81. The 'Default Fund' for the purposes of this Agreement shall mean:
 - a) any superannuation scheme eligible to be a default MySuper fund and agreed to by the employer and employee.
 - b) Currently the Default Fund is: HESTA Superannuation Fund, UCI: HST0100AU.
82. In addition to the employer's statutory contributions to the Fund an employee may make additional non-deductible contributions from their salary, and on receiving written authorisation from the employee the employer must commence making contributions to the Fund in accordance with the Superannuation Industry (Supervision) Act 1993.
83. Superannuation fund payments will be made in accordance with the relevant superannuation trust fund deeds.
84. Where an employee salary packages their wages in accordance with this Agreement, superannuation shall be calculated on the pre-packaged wages.
85. An employee may, by written request to the employer, sacrifice an amount into a complying Superannuation fund providing that the amount sacrificed complies with the Australian Taxation and Superannuation legislation.

PART K: LEAVE

Annual Leave

86. Employees are entitled to a period of four weeks paid annual leave for each 12 months' continuous service with the employer. In the first 12 months of employment, employees may take annual leave on a pro rata basis to time worked.
87. A loading of 17.5% will be paid on the four weeks annual leave per year, which will be paid at the time of taking the leave.
88. Where an employee becomes sick whilst on annual leave and provides a certificate from a legally qualified health practitioner, then the days specified in the medical certificate shall be deducted from any personal leave entitlement, and the employee's annual leave entitlement will be re-credited for the personal leave days taken.

89. The entitlement to annual leave as detailed in Clause 86 shall be exclusive of any public holidays, and if any such public holiday falls within an employee's period of annual leave which falls on a day which would have been an employee's ordinary working day, then the ordinary time that this employee would have worked shall be added to the period of annual leave.
90. Annual leave shall be taken by employees and no payment shall be made in lieu of employees taking the period of annual leave, except upon termination of the employment of an employee as set out in Clause 94.
91. Annual leave shall be taken at a time as determined by mutual agreement between the employer and the employee. An employee shall make application for annual leave:
 - a) no less than four weeks prior to the proposed date of taking the leave; or
 - b) such other period of notice as is agreed between the employer and employee.
92. In accordance with Clause 93 of this Agreement, the Executive Director or delegate may direct the employee to take annual leave should the employee accrue more than six (6) weeks annual leave.
93. Employees must take an amount of annual leave during a particular period if the employee is directed to do so by the employer, provided that at the time that the direction is given:
 - a) the employee has annual leave credited which is in excess of six (6) weeks
 - b) the amount of annual leave that the employee is directed to take is less than, or equal to 25% of the amount of credited annual leave of the Employee at the time that the direction is given.
94. Where an employee's employment with the employer is terminated, the employee shall be entitled to be paid for any accrued annual leave not taken, including leave loading.
95. Up to two (2) weeks annual leave in advance can be applied for by employees and will be granted at the discretion of the Executive Director or delegate. Should an employee's employment with the employer be terminated before the employee has accrued the annual leave taken in advance, the employee will reimburse to the Employer any annual leave and leave loading taken in advance or forfeit an equal amount in outstanding wages or monies owed.

Personal/Carers Leave

96. Paid personal leave is available to an employee, other than a casual employee, when they are absent due to:
 - a) personal illness or injury; or
 - b) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support;
97. Where an employee takes more than two (2) consecutive days, or more than 50% if an employee's working days in a fortnight, a manager may request a medical certificate or statutory declaration, unless another form of evidence is agreed. If the amount of personal leave taken exceeds the staff member's annual allocation, the manager can request a certificate or evidence for any further personal leave.
98. An employee, other than a casual employee, shall be entitled to up to 15 days Personal Leave on full

pay on a pro rata basis per year.

99. An employee, other than a casual employee, accrues Personal Leave at the rate of 15 days per year on a pro rata basis
100. An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family, member of their household or a significant person who needs their care and support, shall be entitled to use, in accordance with this clause, personal leave entitlement for absences to provide care and support of such persons when they are ill, or require care due to an unexpected emergency or personal injury.
101. An employee, including a casual employee, may elect, with the consent of the employer, to take up to two days unpaid leave per occasion for the purpose of providing care to a member of the employee's immediate family, household member or significant person, who is ill or require care due to an unexpected emergency or personal injury.
102. For the purposes of this provision a member of an employee's immediate family includes:
 - a) a member of the employee's immediate household or significant person;
 - b) a spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a partner to the employee who lives with the employee on a bona fide domestic basis; and
 - c) a member of the employee's or the employee's spouse's family, including a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling, or other sick dependent.
103. The employee shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that such illness requires care by the employee.
104. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Compassionate Leave

105. An employee is entitled to a period of three (3) days paid compassionate leave and five (5) days if staff have to travel a long distance (defined as more than three (3) hours from home), or at the discretion of the Executive Director or delegate for each occasion when a member of the employee's immediate family, as defined in Clause 102, or others at the Executive Director's or delegate's discretion contracts or develops a personal illness that poses a serious threat to their life; or sustains a personal injury that poses a serious threat to their life; or dies.
106. This leave may be taken as an unbroken period of three (or five) days; or three (or five) separate periods of one day each; or any separate periods to which the employee and the Executive Director or delegate agree.

107. An employee who requests compassionate leave to attend to the death, serious illness or injury of member of their immediate family or member of their household, is entitled to start to take the compassionate leave at any time while the illness or injury persists. Production of evidence may be required by the employer.
108. The entitlement to compassionate leave does not accrue yearly.

Family Violence Leave

109. VNPA recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. VNPA is committed to providing support to Employees who experience family violence.
110. Definition of Family Violence: Family violence has the same meaning as set out in the Family Violence Protection Act 2008 (Vic) and includes physical, sexual, financial, verbal or emotional abuse by a family member.
111. An employee experiencing family violence will have access to 20 days per year (non-accrued) of paid leave for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to other leave entitlements and may be taken as consecutive, single or part days and can be taken without prior approval, but documentation may be required as per Clause 112 below.
112. An agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse, a Family Violence Support Service or Lawyer may be required. A signed statutory declaration can also be offered.
113. All personal information concerning family violence will be kept confidential in line with VNPA policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
114. An employee who supports a person experiencing family violence may take personal/carer's leave to accompany them to court, to hospital, or to mind children.

Unpaid leave for family purposes

115. An employee, including a casual employee may elect, with the consent of the employer, to take up to two (2) days unpaid leave per occasion for the purpose of providing care to a family member who is ill or has encountered a personal injury.
116. The employee shall if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
117. An employee, other than a casual employee, may only access unpaid carer's leave as provided herein, after the employee has used all of their paid carer's leave entitlement.

Long Service Leave

118. Employees are entitled to 13 weeks of long service leave after ten (10) years continuous employment, and an additional 6.5 weeks pro rata long service leave for each additional period of five (5) years completed employment. For part-time workers, this leave entitlement will be calculated on a pro rata basis.

119. Employees will be entitled to pro rata long service leave upon five (5) years of continuous employment with the employer. This pro rata entitlement will be calculated based upon 13 weeks long service leave after ten (10) years of continuous employment, equivalent to 6.5 weeks long service leave after five (5) years of continuous employment.
120. For the purposes of long service leave, the definition of continuous employment and other matters will be dealt with by the Long Service Leave Act 1992 as amended from time to time.

Community Service Leave

121. Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as a 'voluntary emergency management activity'.
122. An employee engages in a voluntary emergency management activity only if they:
- a) engage in an activity that involves dealing with an emergency or natural disaster
 - b) the employee engages in the activity on a voluntary basis
 - c) the employee is a member of, or has a member like association with, a 'recognised emergency management body' and either:
 - i. the employee was requested by or on behalf of the body to engage in the activity or
 - ii. no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
123. A recognised emergency management body is:
- a) a body or part of a body, that has a role or function under a plan that:
 - i. is for coping with emergencies and/or disasters
 - ii. is prepared by the Commonwealth, a State or a Territory
 - iii. a firefighting, civil defence or rescue body, or part of such a body
 - b) any other body, or part of a body, which substantially involves:
 - i. securing the safety of persons or animals in an emergency or natural disaster
 - ii. protecting property in an emergency or natural disaster
 - iii. otherwise responding to an emergency or natural disaster.
124. This would include bodies such as the State Emergency Service (SES), Country Fire Authority (CFA) or the RSPCA (in respect of animal rescue).
125. There is no set limit on the amount of community service leave an employee is entitled to.
126. An employee is entitled to be absent from their employment for the time that the employee is engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity

127. An employee's absence from their employment is not covered by community service leave unless the employee complies with the notice and evidence requirements under the Fair Work Act 2009.
128. An employee who wants an absence from their employment to be covered by community service leave must give their employer:
- a) notice of the absence as soon practicable
 - b) the period or expected period of absence
129. An employer may require an employee, who has given notice of taking community service leave, to provide evidence that would satisfy a reasonable person that the employee is entitled to the leave.
130. Community service leave is unpaid.

Jury Service

131. An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
132. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.
133. Entitlement to Jury service pay will not jeopardise other entitlements.

Leave without pay

134. Leave without pay may be taken by an employee, subject to the employer's prior approval in writing.

Parental Leave

135. Subject to the terms of this clause employees are entitled to parental leave and adoption leave and to work part-time in connection with the birth or adoption of a child.
136. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees or employees employed on a fixed-term contract.
137. An 'eligible casual employee' means a casual employee:
- a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

Basic entitlement

138. After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child, which includes a paid

component of 18 weeks paid leave for an employee who has completed 12 months continuous service with the Employer.

139. Superannuation contributions are maintained for duration of parental leave & unpaid parental leave. If parents return on reduced hours the level of superannuation is maintained at the level they received prior to going on leave, for the first 12 months after their return to work.
140. For the purposes of calculating the rate for paid parental leave the employee's normal weekly number of hours of work is taken to be the greater of the following:
 - a) The average weekly number of hours worked by the employee in the 12 months immediately before the employee takes parental leave, or:
 - b) The average weekly number of hours worked by the employee in the five (5) years immediately before the employee takes parental leave.
141. Adoption leave may be taken in the case of adoption.
142. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - a) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant) – at least eight (8) weeks;
 - b) of the date on which the employee proposes to commence parental leave and the period of leave to be taken - at least six (6) weeks.
143. An employee will not be in breach of Clause 142 if failure to give the stipulated notice is occasioned by birth occurring earlier than the presumed date.
144. Subject to Clause 149 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.
145. Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.
146. Where the pregnancy of an employee not then on parental leave terminates within 28 weeks other than by the birth of a living child, then the employee may take unpaid parental leave of such periods as a registered medical practitioner certifies as necessary.
147. Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid sick leave to which they are entitled in lieu of, or in addition to, parental leave.
148. Where an employee not then on parental leave suffers illness related to their pregnancy, the employee may take any paid personal leave to which they are entitled and such further unpaid parental leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid personal leave and parental leave, including parental leave taken by a spouse, may not exceed 52

weeks.

149. The employee will not be in breach of this provision if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

Right to request

150. An employee entitled to parental leave pursuant to the provisions herein may request the employer to allow the employee:
- a) to extend the period of simultaneous unpaid parental leave provided for this Agreement up to a maximum of eight (8) weeks;
 - b) to extend the period of unpaid parental leave provided for in this Agreement by a further continuous period of leave not exceeding 12 months;
 - c) to return from a period of parental leave on a part-time basis until the child reaches school age;
 - d) to assist the employee in reconciling work and parental responsibilities.
151. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Employee's request and employer's decision to be in writing

152. The employee's request and the employer's decision made under Clause 150 must be recorded in writing.

Request to return to work part-time

153. Where an employee wishes to make a request under Clause 150 such a request must be made as soon as possible but not less than six (6) weeks prior to the date upon which the employee is due to return to work from parental leave.

Variation of period of parental leave

154. Unless agreed otherwise between the employer and employee, where an employee takes leave in accordance with this provision an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than six (6) weeks prior to the commencement of the changed arrangements.

Parental leave and other entitlements

155. 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 in accordance with this provision.

Transfer to a safe job

156. 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, if the employer

deems it practicable be transferred to a safe job in accordance with Sections 81-83 of the Fair Work Act 2009.

Returning to work after a period of parental leave

157. An employee will notify of their intention to return to work after a period of parental leave at least six (6) weeks prior to the expiration of the leave.
158. 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 156, the employee will be entitled to return to the position they held immediately before such transfer.
159. 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.

Replacement employees

160. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
161. Before the employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Communication during parental leave

162. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - a) 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
 - b) provide an opportunity for the employee to discuss any significant effect the changes will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - c) The employee shall take reasonable steps to inform the employer 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.
163. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 162.

Adoption leave

164. The employee will notify the employer at least eight (8) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
165. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

a) except in relation to leave taken simultaneously with the child's other adoptive parent in accordance with this Agreement that the employee is seeking adoption leave to become the primary caregiver of the child:

- i. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- ii. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

166. An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

167. Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

168. An employee will not be in breach of clause 164 as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child or other compelling circumstances.

169. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

Sorry Business Leave

170. Employees who identify as Aboriginal or Torres Strait Islanders are entitled to one (1) day of paid sorry business leave per year for a death in their community. Non-accrued.

Cultural & Ceremonial Leave

171. Employees who identify as Aboriginal or Torres Strait Islanders, or other cultures, are entitled to three (3) days of paid cultural leave per year to attend cultural or ceremonial events. Non-accrued.

Menstruation & Menopause Leave

172. In order to provide opportunities for self-care, employees experiencing symptoms of menstruation and / or menopause may:

- work from home;
- stay in the workplace under circumstances which encourage the comfort of the employee, e.g. resting in a quiet area;
- take paid leave as provided by this clause; or
- take Personal Leave.

173. An employee is entitled to 12 days per year of leave under this clause. This leave is separate and in

addition to personal/carer's leave. Non accrued.

174. For the first year of service, this entitlement will be prorated based on the employee's start date. However, for subsequent years, the 12 days will be available from the start of the year.

Gender Affirmation Leave

175. Employees who are undergoing gender transition actions to commence living as a member of another gender (gender affirmation) are entitled to six (6) months leave, of which one month is paid. Non accrued.

Disaster & Climate Impact Leave

176. Employees who are directly impacted by natural hazards and climate impact can access up to three (3) days paid leave per year. Directly impacted indicates the employee requires time off to manage the imminent threat or impact of hazards for their personal health and safety. Example hazards and impacts include bushfire threat, bushfire smoke, extreme heat, excessive pollution / poor air quality, flood, landslide, damaging storms etc. Non accrued.

Purchased Leave

177. An employee, subject to their manager's approval, may elect to purchase additional annual leave within a nominated 12-month period, resulting in a proportionate reduction in salary spread over the full year.
- a) An employee may purchase either two weeks (weekly pay at rate 50 / 52) or four weeks (weekly pay at rate 48 / 52) of annual leave per year.
 - b) The employee will receive a salary equal to the period worked (e.g. 48 weeks or 50 weeks) which will be spread over a 52-week pay cycle.
 - c) The taking of purchased leave will be subject to the same approval process as taking regular annual leave, including assessment of impact on occupational capacity.
 - d) Accrual of Personal Leave and Long Service Leave by the employee shall remain unchanged.
 - e) Where the employee's employment terminates, unused purchased leave will be paid out.

PART L: PUBLIC HOLIDAYS & GRACE LEAVE

178. For the purposes of this clause, an employee shall be entitled to public holidays on the following days: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup; Friday before AFL Grand Final; Christmas Day, Boxing Day. Staff located outside of Melbourne may substitute for a regional equivalent. Where in the Public Holidays Act 1993 (Vic), public holidays are declared or prescribed on days other than those set out in this clause, those days shall constitute additional holidays for the purpose of this Agreement.
179. Part-time staff are only paid for a public holiday on a day which they normally work and paid for the hours they normally work.
180. With pre-approval from managers, staff can switch a gazetted Public Holiday to another day in the same

pay period. This does not apply to gazetted public holidays at Easter and Christmas. It also excludes any office close period at Christmas.

181. The employer will close at close of business on the 24 December and re-open on the first working day following 1 January. All working days within this period not otherwise provided for in as public holidays are holidays to which employees are entitled without loss of pay over and above their annual leave entitlements.

PART M: HOURS OF WORK

182. The ordinary hours of work for any full-time employee shall be an average of 37.5 hours per week over a 12-month period, to be worked on the basis of 150 hours in a cycle of 28 days.
183. The standard day is defined as being worked from 8:30am to 12:30pm and 1:30pm to 5pm (7 hours 30 minutes per day).
184. The bandwidth of hours in which an employee may work their ordinary hours are between 8am and 8pm Monday to Friday, or as otherwise agreed on an individual basis between the relevant manager and employee.
185. The length of an ordinary shift shall not exceed ten (10) hours in a day.
186. An employee shall be entitled to decline to work beyond the normal ordinary working hours where this would cause the employee to incur significant increased childcare difficulties.

Meal Breaks

187. An employee shall not be required to work more than five (5) continuous hours without a meal interval of not less than 30 minutes. Such meal intervals shall not be counted as time worked.
188. An employee who is required by the employer to work more than one hour after 6.00pm after commencing work for that shift at or before 10.00am shall be reimbursed for a meal of up to \$25.00 upon lodgment of a claim and such evidence as required by the Employer, unless a suitable meal is provided by the Employer.

Higher Duties Allowance

189. An employee who is required by the employer to carry out duties at a higher classification level for a period greater than four (4) weeks shall be paid the minimum salary prescribed for the higher classification for that period worked in higher duties.

Right to Disconnect

190. An employee has the right to refuse contact outside their working hours unless that refusal is unreasonable. This means an employee can refuse to monitor, read or respond to contact from an employer or a third party. It also covers attempted contact outside of an employee's working hours.

The following factors need to be considered when determining if a refusal is unreasonable:

- a) the reason for the contact;

- b) how the contact is made and how disruptive it is to the employee;
- c) whether the employee is compensated or paid extra for:
 - being available to be contacted to perform work within a specific period, or
 - working additional hours outside their ordinary hours of work;
- d) the nature of the employee's role and level of responsibility;
- e) the employee's personal circumstances, including family or caring responsibilities.

PART N: TIME OFF IN LIEU (FLEX TOIL)

191. The procedures for accruing TOIL will be determined at workplace level, taking into account operational requirements and noting that flexible working hours may be an important benefit to the employer and the employees in accordance with this Agreement.
192. Flexibility of hours will be designated in the contract of employment/position description of each employee and will be in accordance with staffing requirements. This is to ensure service delivery is not negatively affected and is covered during normal operating hours of the employer.
193. The hours of work for each employee will be set in accordance with their contract of employment/position description and may be varied by agreement with the employer.
194. Employees may elect, with the agreement and notification of the employer, to work additional hours as flexible hours and accrue flex time off in lieu of payment (Flex TOIL). Flex TOIL accrued at the initiative of the employee as flexible hours are not overtime.
195. Employees are expected to work in a way which ensures adequate service delivery during normal operating hours. It is the responsibility of the employee to ensure that any variation in their hours, does not affect the level of service provided to clients.
196. Flex TOIL for flexible hours accrue on an hour for hour basis for the time worked.
197. Flex TOIL for flexible hours may accrue to a maximum of 6 days pro rata, unless it is agreed in writing that a higher maximum may accrue including for the purpose of being used during a period as agreed in advance with the employer. If no arrangement has been made by the employee to use the accrued Flex TOIL in excess of six (6) days pro rata or other agreed maximum, the employer may direct that it be taken at a time of the employer's choosing or may authorise that it be paid out.
198. An employee who accrues five (5) or more Flex TOIL days must approach their manager in order to discuss the rate and extent of accrual of Flex TOIL time in the employee's work and to implement a work-plan pertaining to future Flex TOIL accruals together with usage of currently accrued amounts.
199. Flex TOIL for flexible hours which is paid out will be at the ordinary time rate.
200. Subject to Clause 199 Flex TOIL days are to be taken no later than 12 months after their date of accrual, and is either taken at a time of the employer's choosing or paid out.
201. Employees wishing to take two (2) or more consecutive days of Flex TOIL within a single pay period must

obtain their Manager's written approval in advance (Leave Form). Flex TOIL Leave would typically be approved subject to exceptional circumstances.

202. Employees covered by this Agreement are required to record their working hours and submit with fortnightly timesheets to their manager.
203. Employees who fail to regularly record accurate working hours will not be to be eligible to access Flex TOIL.

PART O: OVERTIME

204. Overtime in accordance with this provision will only be worked with the prior authorisation of the Executive Director or delegate.
205. Subject to this clause the employer may require an employee to work reasonable overtime at overtime rates.
206. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - a) Any risk to employee's health and safety;
 - b) The employees' personal circumstances including any family or carer responsibilities;
 - c) The needs of the workplace or enterprise;
 - d) The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - e) Any other relevant matter.
207. The following overtime rates shall be credited for all approved work done:
 - a) In excess of in excess of 76 hours per fortnight for all staff including casual staff and prorated for part-time employees - time and a half for the first two hours and double time thereafter;
 - b) Outside a spread of ten (10) hours from the time of commencing work, time and a half;
 - c) Outside a spread of 12 hours from the time of commencing work, double time;
 - d) For ordinary time work on a Saturday, time and a half for first two (2) hours, then double time for any additional hours worked;
 - e) For ordinary time work on a Sunday, double time.
 - f) For ordinary time work on a public holiday, double time and a half.
208. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive shifts.
209. An employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement their next succeeding rostered period of duty that they would not have at least ten (10) consecutive hours off duty between those times, shall subject to this paragraph be released after completion of such overtime worked until they have had ten consecutive hour off duty without loss of pay for rostered ordinary hours occurring during such absences.

210. An employee who does not receive at least ten (10) consecutive hours off duty between the conclusion of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty shall also be subject to the provisions of this clause.

Time off instead of payment for overtime

211. An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

212. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

213. Time off must be taken:

- a) Within the period of three (3) months after the overtime is worked; and
- b) At a time or times within that period of three (3) months agreed by the employee and employer.

214. If time off for overtime that has been worked is not taken within the period of three (3) months, the employer and the employee may agree to make payment for the overtime, in the next pay period, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

215. The employer must keep a copy of any agreement as an employee record.

216. If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

Overtime Meal Breaks and Allowance

217. When an employee is required to work more than five (5) hours' overtime on a Saturday, Sunday, Public Holiday or on a rostered day off, shall be paid a meal allowance of \$25.00.

218. An employee shall be paid a meal allowance in accordance with Clause 217 when recalled to duty outside of usual working hours for a period in excess of two (2) hours.

219. The provisions of Clause 217 shall not apply where a suitable meal is provided.

PART P: USE OF EMPLOYER PROPERTY

220. All work done by employees is done for or on behalf of the employer and the intellectual property for all such work belongs to the employer and cannot be used or sold by the employee without the written permission of the Executive Director or delegate. All records, documents and other papers or electronic records, together with any copies or extracts, made or acquired by the employee in the course of employment by VNPA shall be the property of VNPA and must be returned to VNPA on the termination of Employment.

221. VNPA provides equipment and services for use by employees to enable them to undertake tasks or to meet goals as set by the employer from time to time. When using such equipment or services employees shall do so in line with all relevant polices and guidelines set by the employer (including but not limited to Equal Opportunity, OH&S, Appropriate Use Policy, Privacy and Information Technology policies or guidelines), and shall not use them for any illegal or improper use.

PART Q: WORKPLACE CONSULTATION (MODEL TERM)

222. This term applies if the employer:

- a) has made a definite decision 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

223. For a major change referred to in Clause 222 (a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) Clauses 224 to 230 apply.

224. The relevant employees may appoint a representative for the purposes of the procedures in this term.

225. 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 employer of the identity of the representative; the employer must recognise the representative.

226. As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer 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:
 - 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.

227. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
228. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
229. 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 employer, the requirements set out in Clauses 223 (a), 224 and 226 are taken not to apply.
230. 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 employer's 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

231. For a change referred to in Clause 223 (b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) Clauses 232 to 236 apply.
232. The relevant employees may appoint a representative for the purposes of the procedures in this term.
233. 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 employer of the identity of the representative; the employer must recognise the representative.
234. As soon as practicable after proposing to introduce the change, the employer 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 employer reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that the employer 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).
- 235. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 236. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 237. In this term: 'relevant employees' means the employees who may be affected by a change referred to in Clause 222.

PART R: RIGHTS /DUTIES OF UNION DELEGATES

- 238. Part R provides for the exercise of the rights of delegates set out in section 350C of the Fair Work Act 2009.
- 239. In Part R:
 - a) **delegate** means a person appointed or elected as a delegate in accordance with the rules of the Australian Services Union.
 - b) **employer** means the employer of the delegate.
 - c) **enterprise** means a business, activity, project or undertaking.
 - d) **eligible employees** mean members and persons eligible to be members of the Australian Services Union who are employed in the enterprise. This includes independent contractors, labour hire workers, and any other person who works in the enterprise.
 - e) **Union** means the Australian Services Union.
- 240. The employer must not:
 - a) unreasonably fail or refuse to deal with a delegate; or
 - b) knowingly or recklessly make a false or misleading representation to a delegate; or
 - c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Fair Work Act or Part R.

Notice

- 241. The Union will notify the employer when:
 - a) a new delegate is appointed; and
 - b) when an employee ceases to be a delegate.

Right of representation

- 242. A delegate may represent the industrial interests of eligible employees or the Union, including in:
 - a) consultation about major workplace change;
 - b) consultation about changes to rosters or hours of work;
 - c) resolution of disputes;
 - d) disciplinary processes;
 - e) enterprise bargaining;
 - f) sectoral advocacy or campaigns; and
 - g) in matters before a court, the Fair Work Commission or another tribunal; and
 - h) any other process or procedure that affects their industrial interests.

Entitlement to reasonable communication

243. A delegate may communicate with eligible employees for the purpose of representing their industrial interests. This includes discussing membership of the Union and representation with eligible employees.
244. A delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

245. The employer must provide a delegate with access to or use of the following workplace facilities:
- a) a room or area to hold discussions that is fit for purpose, private and accessible by the delegate and eligible employees;
 - b) a physical or electronic noticeboard;
 - c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - d) a lockable filing cabinet or other secure document storage area;
 - e) office facilities and equipment including printers, scanners and photocopiers.

Paid Delegates Leave

246. The employer must provide each delegate with up to 5 days of paid time during normal working hours each year to:
- a) attend training related to their role as a delegate; or
 - b) participate in Union events related to their role as a delegate.
247. The days may be taken as a single continuous block or in shorter periods as required by the Union.
248. Payment for a day of paid time during normal working hours is payment of the amount the delegate would have been paid for the hours the delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
249. The Union will give the employer notice when they require the delegate to be released under Clause 246. The Union will give the employer not less than 4 weeks' notice, unless the employer and Union agree to a shorter period of notice. The employer must confirm their approval within 2 weeks of receiving the notice from the Union. The employer will not unreasonably withhold approval.

PART 5: TERMINATION OF EMPLOYMENT

Notice of termination by employer

250. Except in the case of casuals, probationary employees or where the conduct of an employee justifies summary dismissal, in order to terminate the employment of an employee the employer shall provide:
- a) Four (4) weeks written notice to the employee;
 - b) plus an additional week's notice for employees with not less than two (2) years continuous service;
 - c) plus an additional week's notice for employees over 45 years of age with at least two (2) years' continuous service.
251. Payment in lieu of the notice period prescribed in Clause 250 shall be made if the appropriate notice period is not given provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.

252. In calculating any payments in lieu of notice, the employer shall use the wages an employee would have received in respect of ordinary time they would have worked during the period of notice had their employment not been terminated.

Notice of termination by employee

253. The notice of termination required to be given by an employee shall be the same as that required of an employer, except that no additional notice as provided for in Clause 250 (b) and 250 (c) is required.

254. The employer has the right to withhold outstanding monies owed to an employee to a maximum of one (1) weeks' pay where an employee fails to provide notice of termination to the employer in accordance with this clause.

Statement of employment

255. The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

Summary dismissal

256. Notwithstanding the provision of Clause 250 the employer shall have the right to dismiss an employee without notice or payment in lieu of notice for serious misconduct as provided for by regulation 1.07 of the Fair Work Regulations 2009. In such cases the wage shall be paid up to the time of dismissal only.

PART T: REDUNDANCY

Discussions before termination

257. Where an employer has, made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.

258. The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of Clause 250 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate an adverse effects of any terminations on the employees concerned.

259. For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, where the disclosure would be inimical to the employer's interests.

Transfer to lower paid duties

260. Where an employee is transferred to lower paid duties for reasons set out in PART S: TERMINATION OF

EMPLOYMENT the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The employer may at the employer’s option make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

Severance pay

261. In addition to the period of notice prescribed for ordinary termination in Clause 257 of this Agreement an employee whose employment is terminated for reasons set out in PART S: TERMINATION OF EMPLOYMENT shall be entitled to the following severance payments in respect of a continuous period of service with the Employer:

Period of continuous service	Severance pay
Less than 1 year	2 weeks pay
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay
6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years or more	12 weeks pay

262. The Fair Work Commission (or its successor) may vary the severance pay prescription on the basis of the employer’s incapacity to pay.

Employees leaving during the notice period

263. An employee whose employment is terminated for reasons set out in Clause 257 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice, unless where otherwise agreed.

Time off work during notice period

264. During the period of notice of termination given by the employer an employee shall be allowed up to one (1) days’ time off without loss of pay during each week of notice for the purpose of seeking other employment.

265. If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

Transmission of business

266. Where a business is, before on or after the date of this Agreement, transmitted from the employer (in this clause called the transmitter) to another employer (in this clause called the transferee) and the employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

- a) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
- b) the period of employment that the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.
- c) Nothing in Clause 266 of this Agreement shall be deemed to alter the operation of Part 2.8 of the Fair Work Act 2009 (Transfer of a Business) dealing with the transmission of a collective agreement.
- d) In this clause 'business' includes trade, process, business or occupation and includes part of any such business. 'Transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

Employees exempted

267. This clause shall not apply to the following:

- a) Where employment is terminated as a consequence of serious or willful misconduct; or
- b) In the case of casual employees.

This Agreement is made and approved under section 172 of the Fair Work Act 2009 .

Signed for and behalf of Victorian National Parks Association Inc

Matthew Ruchel
Executive Director
Level 3, 60 Leicester Street, Carlton VIC 3053



Date: 21/11/2024

Signed for and on behalf of Australian Services Union, Private Sector Victorian Branch

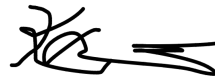
Imogen Sturni
Branch Secretary
Level 2, 116 Queensberry St, Carlton VIC 3053



Date: 22/11/2024

Signed for and on behalf of employees of Victorian National Parks Association Inc

Kristian Lang
Staff Representative
Level 3, 60 Leicester Street, Carlton VIC 3053



Date: 21/11/2024

SCHEDULE A – CLASSIFICATION DESCRIPTIONS

Preamble

The grade definitions that follow are designed to be general in their scope, reflecting the diversity of positions within the organisation and are applicable to all sections of the organisation. It is assumed that positions of higher grade include but are not limited to, the responsibilities of lower grades. An annual performance review will be undertaken by the employer for all employees annually.

Level 1: Entry level and trainees

Employees at Level 1 are usually new to the industry or working as trainees. They require close supervision and are still developing their skills. It's important to note that Level 1 is for roles that do not involve social work or welfare-related tasks. Typically at this level, employees focus on:

- Basic clerical tasks including administrative and support duties.

Level 2: Qualified newcomers

Employees classified at Level 2 might be new to the industry but possess relevant qualifications (like a Certificate IV or Diploma). Those entering the field with these qualifications typically start at Pay Point 2 within this level. Employees holding a Diploma can expect to advance to Pay Point 3 after demonstrating 12 months of satisfactory performance in their role (assuming full-time hours).

While employees at this level contribute to developing client plans and activities, they work within clearly defined procedures. Problem-solving often involves seeking guidance from more senior staff, however, employees at this level are able to use some independent judgment within their role.

Level 3: Experienced and skilled contributors

Employees at Level 3 have gained significant experience within the social and community services sector. They hold relevant qualifications and often take on supervisory roles, guiding employees at lower levels. These employees demonstrate a thorough understanding of their job responsibilities and the procedures involved in their work.

While employees at this level can show initiative when carrying out tasks, they should also recognise when to consult resources or seek support from more senior colleagues for problem-solving.

Specific to pay points within Level 3:

- Employees with a three-year degree generally start at Pay Point 3.
- Employees with a four-year degree generally start at Pay Point 4

Level 4: Specialists and team leaders

Employees at Level 4 bring a combination of education and experience to their roles. Typical pathways into this level include:

- A relevant four-year degree plus one year of relevant experience.
- A three-year degree plus two years of relevant experience.
- An Associate Diploma with significant relevant experience.
- Extensive industry experience that may offset lower formal qualifications.

Level 4 employees work with considerable autonomy. While general procedures and guidelines are in place, they have the ability to develop goals and refine work processes. Employees at this level often supervise lower-level staff, particularly in complex situations, or may lead a team.

Their in-depth experience allows Level 4 employees to provide specialised advice within their field. They possess a strong understanding of relevant policies related to programs and activities.

Level 5: Experienced leaders and advisors

Employees at Level 5 demonstrate a high degree of competence, working with significant autonomy under the general direction of senior management. Their work draws upon a deep well of knowledge and skills, often spanning multiple areas of expertise. They may be called on to innovate and establish new methods or practices to achieve outcomes.

Level 5 employees play a role in developing organisational programs and procedures, and may even contribute to budget preparation. Supervision is a key part of this role, offering expert guidance to lower-level employees and volunteers.

Managing workflow, organising tasks (both their own and those of others), and building positive working relationships are all essential skills for success at this level. Level 5 employees may lead specific functions or projects, ensuring their work aligns with the business' broader goals.

Level 6: Managers and decision makers

Level 6 employees operate with a high degree of independence, receiving only broad direction from senior management. They drive the development of operational practices, policies, and guidelines, taking on significant responsibility for shaping the organisation's activities and success.

This might include responsibilities such as budget preparation and establishing work procedures. Negotiating on behalf of the organisation is a potential task at this level, reflecting a deep understanding of the organisation's long-term objectives.

Level 6 employees utilise their expertise to guide and make decisions that impact lower-

level management. They set specific goals and outcomes aligned with the overall direction of the organisation. As key members of project teams, they play a central role in designing and coordinating programs.

Level 7: Leadership team members

Community services employees at Level 7 work with a high degree of independence and have significant managerial authority within the business. Their expertise allows them to function as specialists within a professional team or work across multiple functional areas.

Level 7 employees play a central role in establishing programs, procedures, and work practices, making high-level decisions that shape the organisation. They provide expert advice throughout, manage other employees, set key goals and outcomes, and may negotiate strategically on behalf of the business.

Level 8: Executive team members

Employees at Level 8 represent the highest level of leadership within the organisation. They are given broad direction from senior organisational officers and wield substantial managerial responsibility for the organisation as a whole. Level 8 employees might specialise in very particular areas, providing advice to various departments, board members, or committee members. They play a major role in developing and implementing organisational techniques and practices.

Financial, technical, and specialised policy advice (both internal and related to government policies) falls within the purview of Level 8 employees. These individuals will shape the company's strategies and guide it towards its long-term goals. Their expertise positions them to identify innovative solutions and discover the best solutions to challenges or situations that fall outside the norm.

Gradings Appeal Procedures

The following procedure shall apply with respect to disputes regarding gradings:

- The matter shall at first instance be formally raised by the employee with their immediate supervisor. The supervisor will consult with the Executive Director.
- If the matter is not resolved to the satisfaction of the employee within 28 days, it may then be dealt with under the normal grievance procedures at the behest of the employee.

SCHEDULE B – SCHADS AWARD RATES

Social and community services employee – Full time & Part time

Classification	Weekly pay rate	Hourly pay rate	Saturday	Sunday	Public holiday	Afternoon shift	Night shift
Level 1 - pay point 1	\$965.60	\$25.41	\$38.12	\$50.82	\$63.53	\$28.59	\$29.22
Level 1 - pay point 2	\$996.70	\$26.23	\$39.35	\$52.46	\$65.58	\$29.51	\$30.16
Level 1 - pay point 3	\$1,032.30	\$27.17	\$40.76	\$54.34	\$67.93	\$30.57	\$31.25
Level 2 - pay point 1	\$1,269.73	\$33.41	\$50.12	\$66.82	\$83.53	\$37.59	\$38.42
Level 2 - pay point 2	\$1,309.58	\$34.46	\$51.69	\$68.92	\$86.15	\$38.77	\$39.63
Level 2 - pay point 3	\$1,349.43	\$35.51	\$53.27	\$71.02	\$88.78	\$39.95	\$40.84
Level 2 - pay point 4	\$1,385.35	\$36.46	\$54.69	\$72.92	\$91.15	\$41.02	\$41.93
Level 3 - pay point 1	\$1,419.14	\$37.35	\$56.03	\$74.70	\$93.38	\$42.02	\$42.95
Level 3 - pay point 2	\$1,459.96	\$38.42	\$57.63	\$76.84	\$96.05	\$43.22	\$44.18
Level 3 - pay point 3	\$1,491.21	\$39.24	\$58.86	\$78.48	\$98.10	\$44.15	\$45.13
Level 3 - pay point 4	\$1,521.83	\$40.05	\$60.08	\$80.10	\$100.13	\$45.06	\$46.06
Level 4 - pay point 1	\$1,636.93	\$43.08	\$64.62	\$86.16	\$107.70	\$48.47	\$49.54
Level 4 - pay point 2	\$1,679.70	\$44.20	\$66.30	\$88.40	\$110.50	\$49.73	\$50.83
Level 4 - pay point 3	\$1,722.86	\$45.34	\$68.01	\$90.68	\$113.35	\$51.01	\$52.14
Level 4 - pay point 4	\$1,761.28	\$46.35	\$69.53	\$92.70	\$115.88	\$52.14	\$53.30
Level 5 - pay point 1	\$1,872.65	\$49.28	\$73.92	\$98.56	\$123.20	\$55.44	\$56.67
Level 5 - pay point 2	\$1,912.93	\$50.34	\$75.51	\$100.68	\$125.85	\$56.63	\$57.89
Level 5 - pay point 3	\$1,957.46	\$51.51	\$77.27	\$103.02	\$128.78	\$57.95	\$59.24
Level 6 - pay point 1	\$2,045.96	\$53.84	\$80.76	\$107.68	\$134.60	\$60.57	\$61.92
Level 6 - pay point 2	\$2,091.04	\$55.03	\$82.55	\$110.06	\$137.58	\$61.91	\$63.28
Level 6 - pay point 3	\$2,136.40	\$56.22	\$84.33	\$112.44	\$140.55	\$63.25	\$64.65
Level 7 - pay point 1	\$2,212.79	\$58.23	\$87.35	\$116.46	\$145.58	\$65.51	\$66.96
Level 7 - pay point 2	\$2,259.22	\$59.45	\$89.18	\$118.90	\$148.63	\$66.88	\$68.37
Level 7 - pay point 3	\$2,305.23	\$60.66	\$90.99	\$121.32	\$151.65	\$68.24	\$69.76
Level 8 - pay point 1	\$2,400.77	\$63.18	\$94.77	\$126.36	\$157.95	\$71.08	\$72.66
Level 8 - pay point 2	\$2,447.89	\$64.42	\$96.63	\$128.84	\$161.05	\$72.47	\$74.08
Level 8 - pay point 3	\$2,495.31	\$65.67	\$98.51	\$131.34	\$164.18	\$73.88	\$75.52

Award Code: MA000100 Effective: 01/07/2024 Published: 26/06/2024