

Parks Victoria Agreement 2008

1.0 TITLE

This Agreement shall be known as the Parks Victoria Agreement 2008 and will be lodged under Section 328 Division 2 of part 8 of the Workplace Relations Act 1996.

2.0 ARRANGEMENT

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3.0 APPLICATION AND OPERATION OF THE AGREEMENT

3.1 Supersession

- (a) This Agreement wholly replaces the Parks Victoria Agreement 2004.
- (b) This Agreement shall prevail to the extent of any inconsistency over the Parks Victoria Award 2002 as varied from time to time in respect of persons covered by it. Provided that no right or obligation accrued or incurred prior to this Agreement becoming operative shall be affected.
- (c) No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.
- (d) No Employee's overall terms and conditions of employment shall, on balance, be reduced as a result of any Machinery of Government changes that occur during the life of this Agreement.

3.2 Parties Bound and Scope

- (a) The Agreement shall be binding on:
 - (i) Parks Victoria and all categories of staff employed by Parks Victoria whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
 - (ii) The undermentioned organisations:
 1. The Australian Municipal, Administrative, Clerical and Services Union (Authorities and Services Branch)
 2. CPSU, the Community and Public Sector Union
 3. The Australian Workers Union
 4. The Association of Professional Engineers, Scientists and Managers Australia

3.3 Commencement Date of Agreement and Period of Operation

- (a) This Agreement shall commence on the date that it is lodged with the Workplace Authority and shall remain in force until 31 May 2011
- (b) Employees to whom this agreement applies shall receive salary increases, payment and increases to allowance as follows:
 - (i) salary increases as provided in Clause 7.2.2, with the first increase payable with effect from the date of lodgement (7 May 2008) with Industrial Relations Victoria; and
 - (ii) increases in allowances provided for in this agreement with the first increase payable with effect from the date of lodgement with Industrial Relations Victoria.
 - (iii) alteration to conditions of employment provided for in this agreement shall apply with effect from the date of lodgement with Industrial Relations Victoria.

3.4 No Further Claims and Extension Agreement Arrangements

- (a) This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to an

agreement under s328 of the WR Act for the period from the date of lodgement with the Workplace Authority for a period of three years.

- (b) The Employees, the Employer and the Unions agree that they will not for the period from the date of lodgement with the Workplace Authority for a period of three years and two months make claims for the making of a further agreement under s328 of the WR Act, whether in relation to matters dealt with in this Agreement or otherwise.

3.5 Consultative Committee

- (a) For the purpose of monitoring the implementation and operation of this Agreement the parties will establish, and provide relevant information to, a consultative committee. Parks Victoria will not unreasonably withhold any requested information which will enable the parties to effectively monitor this agreement.
- (b) The Consultative Committee will comprise up to twelve people, including management representatives, staff and nominated employee representatives.
- (c) The Committee shall meet every two months for the first six months of the operation of this Agreement and thereafter on a quarterly or as needs basis, as determined by the Committee.
- (d) The role of the Committee will be to monitor the workings of this Agreement, which shall include:
 - (i) Informing Parks Victoria of matters relating to the implementation or application of this Agreement or other workplace relations issues, and where appropriate, discussing potential solutions to such matters with the aim of reaching a consensus on resolution.
 - (ii) Monitoring the achievement of the Objectives, Productivity Improvements and Outcomes of this Agreement (as described in Clause 4.0).
- (e) The Grievance Resolution Procedure referred to in Clause 3.7 of this Agreement may be utilised to resolve any issues which cannot be resolved by the Committee. Terms of reference for the committee will be agreed by the committee.

3.6 Consultation Arrangements for the Implementation of Change

- (a) Where Parks Victoria is considering a restructure of the workplace, the introduction of new technology or changes to existing working conditions and practices that are likely to have significant effects on employees, PV will advise the affected employees and their nominated employee representatives as soon as practicable after the proposal has been made. This will include providing written advice on the rationale and intended benefits of change and the likely effects on employees working conditions and responsibilities.
- (b) In accordance with this sub-clause, employees and their nominated employee representatives may submit alternative proposals that will meet the indicated rationale and benefits of the proposal. Such proposals must be submitted in a timely manner so as not to delay the introduction of change. Parks Victoria will consider and respond to such proposals and will include in this response an explanation for its decision.
- (c) Parks Victoria will regularly consult with affected employees and their nominated employee representatives during the implementation of change and will give consideration to matters raised including measures to mitigate any adverse effects on

employees. Where appropriate, Parks Victoria will provide employees with access to training and counselling services through the Employee Assistance Program (described in Clause 10.4) to help them adjust to the changes.

3.7 Grievance Resolution Procedure

3.7.1 Resolution of disputes and grievances

- (a) Unless otherwise provided for in this agreement, a dispute or grievance about a matter arising under this agreement, other than termination of employment, as described in 5.8 summary dismissal and 5.9 abandonment of employment, must be dealt with in accordance with this clause.
- (b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- (c) A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or an employers' organisation.

3.7.2 Obligations

- (a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) Whilst a dispute or grievance 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 imminent risk to his or her health or safety, has advised Parks Victoria of this concern and has not unreasonably failed to comply with a direction by Parks Victoria to perform other available work that is safe and appropriate for the employee to perform.
- (c) No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

3.7.3 Agreement and dispute settlement facilitation

- (a) For the purposes of compliance with this agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of Parks Victoria, he or she must be released by his or her employer from normal duties for such periods of time as may be reasonably necessary to enable him or her 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;
 - (ii) endeavouring to resolve a dispute arising out of the operation of the Agreement; or
 - (iii) participating in conciliation, arbitration or any other alternative dispute resolution process.
- (b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of Parks Victoria.

3.7.4 Discussion of grievance or dispute

- (a) The dispute or grievance 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 Parks Victoria appointed for the purposes of this procedure.

3.7.5 Internal process

- (a) If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.
- (b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance or the processes set out below.
- (c) If the matter is not settled, Parks Victoria or a union bound by the agreement and chosen as the employee representative may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

3.7.6 Disputes of a Collective Character

- (a) The parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the AIRC.
- (b) No dispute of a collective character may be referred to the AIRC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to its being referred to the AIRC.

3.7.7 Conciliation

- (a) Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
 - (i) conferences of the parties or their representatives presided over by the member; and
 - (ii) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the AIRC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the grievance or dispute; or
 - (ii) the member of the AIRC conducting the conciliation has, either of his or her motion or after an application by either party, satisfied himself or herself that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or

- (iii) the parties have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

3.7.8 Arbitration

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Subject to sub-clause 1.8.4 below, the determination of the AIRC is binding upon the persons bound by this agreement.
- (d) An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

3.7.9 General powers and procedures of AIRC

- (a) Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:
 - (i) determine matters of procedure as if section 110 of the Workplace Relations Act 1996 applied to the proceedings; and
 - (ii) exercise the powers set out in section 111 of the Workplace Relations Act 1996, to the extent relevant, as if section 111 applied to the proceedings; and
 - (iii) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute or arbitration.

3.7.10 Publication and privacy obligations during disputes

- (a) In accordance with the provisions of section 712 of the Workplace Relations Act 1996 and more particularly section 712(2)(b) the parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the AIRC at its discretion to publicly disclose any recommendations or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

3.8 Definitions

- (a) Unless inconsistent with the context or intent of a particular clause, or to definitions specifically provided for in this Agreement, the following definitions shall apply.

TERM	MEANING
Act	The Workplace Relations Act 1996.
Agreement	The Parks Victoria Certified Agreement 2008.
Annual Rate of Pay	An employee's single time <u>hourly rate of pay</u> (in the normal course of carrying out the duties for which employed), inclusive of annualised annual leave loading and all other annualised allowances (eg; Rostered Weekend Work) but exclusive of any other allowances or payments as described in this Agreement.
Annual Salary	As above but expressed as an <u>annual amount</u> (not an hourly rate of pay) based on working full time equivalent hours (ie; 76 hours per fortnight) over 52 weeks at the annual rate of pay.
Commission	The Australian Industrial Relations Commission.
Employee	Any person who is currently employed by Parks Victoria under this Agreement. (Also referred to as an "existing employee").
Employer	Parks Victoria.
Inactive Employment	The period of time that a seasonal employee is not engaged in active employment with Parks Victoria. This would be considered as a period of being without paid employment for the purposes of the relevant Social Security legislation.
Leave	Leave taken without loss of pay unless otherwise prescribed or specified as leave without pay.
New Employee	Any person who was not employed by Parks Victoria under this Agreement on the date immediately preceding commencement of employment in a position under this Agreement.
Ordinary Hours	The working hours and arrangements described in Clause 8 of this Agreement "Hours of Work".
Position	The normal position to which an employee is appointed and which forms the basis of the employment relationship under this Agreement (ie; his/her substantive position).
Substantive Rate of Pay	An employee's single time <u>hourly rate of pay</u> (in the normal course of carrying out the duties for which employed), inclusive of annualised annual leave loading but exclusive of any other allowances or payments as described in this Agreement.
Substantive Salary	As above but expressed as an <u>annual amount</u> (not an hourly rate of pay) based on working full time equivalent hours (ie; 76 hours per fortnight) over 52 weeks at the substantive rate of pay.
Union/s	Any or all of the organisations defined under Sub-clause 3.2 (ii) (and their officers or appointed officials), as the case requires.

4.0 AIMS AND OBJECTIVES OF THE AGREEMENT

4.1 Parks Victoria's Vision and Purpose

- (a) Parks Victoria's vision is "an outstanding park and waterway system, protected and enhanced for people, forever".
- (b) Parks Victoria exists to:
 - (i) Conserve, protect and enhance environmental and cultural assets.
 - (ii) Responsibly meet the needs of its customers for quality information, services and experiences.
 - (iii) Contribute to the social and economic well being of Victorians.
 - (iv) Provide excellence and innovation in park management.

4.2 Aims and Objectives

- (a) This Agreement sets out terms and conditions of employment for all employees of Parks Victoria who are covered by this Agreement, while it is in force.
- (b) In so doing the aim of the Agreement is to support the achievement of Parks Victoria's Corporate Plan 2007-2010 (as amended each year) by enabling and encouraging all employees to contribute to Parks Victoria as effectively as possible whilst also enhancing the quality of employees' working lives.
- (c) Consistent with this aim, the parties agree to work together to improve organisational performance, productivity and sustainability and to provide for a more responsive, satisfied and competent workforce that is supported by improved business systems and more effective management of people.
- (d) The achievement of these objectives is intended to benefit the community, employees and Parks Victoria and will require continuing commitment by both managers and employees. The parties also recognise that full achievement of the Corporate Plan is a long term process which can be affected by external factors, and needs to be supported by appropriate resources.

4.3 Productivity Improvements and Commitments

- (a) Over the period of this Agreement employees will, within reason, contribute and deliver services in relation to Parks Victoria's assets, estate and practices as they exist at the lodgement of this agreement by undertaking the following:
 - (i) Manage increases in physical land assets and visitor numbers at no additional costs, excluding major Government additions or where new and different skills are required.
 - (ii) Deliver improved and expanded visitor services by progressively implementing a Levels of Service program and asset management system.
 - (iii) Enhance the scheduling and strategic allocation of resources to achieve the Business Plan in a manner that supports employee's work/life balance and commitment to staff development.

- (iv) Support fire suppression and emergency management responsibilities, as appropriate to employee's level of training and ability.
 - (v) Commit to a sustainability program that includes savings in paper consumption, water utilisation and kilometres travelled.
- (b) Where Parks Victoria intends to increase any assets, area of land or enter into any service agreements with any other agency, body or group, for which employees will be expected to or required to undertake duties or responsibilities on Parks Victoria's behalf, Parks Victoria will consult with the parties in accordance with clause 3.6 of this agreement.

4.4 Outcomes of the Agreement

- (a) Through the provisions of this Agreement, management and employees commit to work together to fulfil the following outcomes.
- (i) Outcomes for Customers, Stakeholders and the Community:
 1. The condition of natural values and resources will be improved and environmental risks and "footprints" will be reduced.
 2. The condition of Indigenous and heritage cultural values and resources will be maintained and improved.
 3. Improved services and facilities will be provided to satisfy and sustain visitors' enjoyment of parks, whilst broadening their appreciation of them.
 4. There will be greater involvement of all stakeholders, including Indigenous communities, in park management.
 5. Resources will be available to assist in the prevention and suppression of wildfire and to respond to other emergencies as required.
 - (ii) Outcomes for Employees:
 1. Greater recognition of work/life balance through flexible working arrangements.
 2. Improved benefits and remuneration to reward and recognise levels of competence, performance and work value, with no reduction in employees' overall pay and conditions.
 3. More equitable employment and training opportunities and conditions.
 4. Broader and more responsible jobs.
 5. Enhanced job satisfaction and career prospects.
 - (iii) Outcomes for Parks Victoria:
 1. A more skilled, responsive and flexible workforce.
 2. Improved workforce management, productivity and sustainability.
 3. Continued resolution of grievances and disputes in an orderly manner.
 4. Greater acceptance of, and commitment to, Parks Victoria's activities.
 5. Better positioned within the community and recognised as a leading park management agency.
 6. In order to optimise the level of flexibility and effectiveness of the workforce, employees will carry out their duties within their level of competence, remuneration and training. Employees will also be

encouraged to utilise and develop their skills and abilities consistent with the achievement of Parks Victoria's objectives and their Personal Development and Work Plans.

4.5 Workload

- (a) Parks Victoria acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.
- (b) Parks Victoria further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, Parks Victoria may require an Employee to work overtime where:
 - (i) Such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by Parks Victoria; or
 - (ii) Where, due to an emergency, it has not been possible to provide reasonable notice.
 - (iii) When an Employee is required by Parks Victoria to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
 - (iv) Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by Parks Victoria to address the staff concerns.
 - (v) Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by Parks Victoria, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.
- (c) Where an employee is performing higher duties Parks Victoria will not require that employee to perform the full range of duties of both their original position as well as their acting position.

5.0 CONTRACT OF EMPLOYMENT

Employees covered by this Agreement may be engaged on an ongoing (full time or part time), fixed term or casual basis.

5.1 Full Time Employees

- (a) A full time employee is one who is engaged to work ordinary hours that equate to 76 hours per fortnight as prescribed in Clause 8 of this Agreement.

5.2 Part Time Employees

- (a) A part time employee is one who is engaged to work ordinary hours which are fewer than 76 hours per fortnight. Either a regular or rostered pattern of attendance may be required.
- (b) A part time employee will not necessarily have the same hours rostered each week or fortnight. This will depend on the nature of the work and on Parks Victoria's business needs. Notwithstanding this, rosters shall have reasonable predictability and Parks Victoria will consider the employee's needs when agreeing to part time work arrangements.
- (c) Part time work shall not be for less than 3 consecutive hours in any day worked unless by mutual agreement between the employee and Parks Victoria.
- (d) Provisions relating to overtime, salary, leave and all other entitlements contained within this Agreement will apply to part time employees, but on a pro-rata basis (except in relation to payment for any expenses incurred under Clause 9.7, which shall be reimbursed in full).
- (e) Part time employees required to be Rostered Weekend Employees will receive the same allowance for the same number of weekend days worked per annum as full time employees.

5.3 Seasonal Employees

- (a) Parks Victoria may engage employees on a seasonal basis. Seasonal employment shall only be used to undertake legitimate seasonal duties. A seasonal employee is one who is engaged in either an ongoing or fixed term basis to work their ordinary hours (that equates to 76 hours per fortnight) within a defined period which can be a minimum of 3 months to 8 months duration at agreed location/s. This shall be provided to the employee in writing at the commencement of the engagement. This is described as their period of active employment.
- (b) A seasonal employee may be required to work to a weekend roster in accordance with clause 8.4 and clause 8.6 for which the full allowance will be paid. The number of weekend days to be worked should not exceed an average of 10 days for each 3 month term and pro rata for longer periods.
- (c) Seasonal employment shall not be used to diminish full time employment opportunities, conditions or roster opportunities for non seasonal staff. Seasonal employees shall not be employed in a manner that could hinder or disadvantage the professional development of full time employees.
- (d) The time outside the defined season would be the period of inactive employment where the employee would be on leave without pay. At the end of each active period Parks Victoria would issue the employee with a certificate stating that the employee is "without paid employment". A period of inactive employment will not break that employees continuity of service.
- (e) There would be no restrictions on the seasonal employee obtaining alternate employment through a third party during their period of inactive employment including the employee being able to work for third parties that are providing a contracted service to Parks Victoria.
- (e) If due to operational necessity and by agreement with the employee, Parks Victoria needs to directly utilise the services of a seasonal employee during their period of

inactive employment, the seasonal employee will become active and the inactive employment arrangements will cease for the time of the re-engagement. The minimum period of continuous recall to active service shall be 2 weeks and the employee has the right to refuse the recall. If an employee is recalled to work during their period of inactive service, Parks Victoria will assess the viability of a permanent position being created for the employee.

5.4 Fixed Term Employees

- (a) The use of fixed term contract positions will not be used for the purpose of undermining the job security, employment opportunities or rosters and conditions of ongoing employees.
- (b) Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to:
 - (i) replacement of staff proceeding on approved leave;
 - (ii) meeting fluctuating client and staffing needs and unexpected increased workloads;
 - (iii) undertaking a specified task which is funded for a specified period;
 - (iv) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment; or
 - (v) temporarily filling a position where, following an appropriate selection process, a suitable ongoing Employee is not available.
- (c) In other than exceptional and unforeseen circumstances, fixed term appointments shall be for a minimum of one month and a maximum of three years, subject to clause 5.0 (Parental Leave)
- (d) Where the affected employees identify a fixed term position that does not meet the criteria established in clauses 5.4.2 and 5.4.3, they will refer such a position to Parks Victoria. And if as a result of discussions, the status of the position cannot be resolved, then the matter shall be dealt with under clause 3.7 (Grievance Resolution Procedure) of this Agreement.
- (e) A fixed term employee shall be paid at the same rate of pay as that of a full time employee performing like duties. A fixed term employee can be engaged to work on a full time or a part time basis.
- (f) A fixed term employee shall be entitled to all forms of paid leave available to a full time employee on a pro-rata basis, as determined by the length of the engagement and the ordinary hours of work. Provided, however, that a fixed term employee engaged for less than 12 months shall not be entitled to paid Parental, Study or Military leave.
- (g) Existing employees with at least 12 months of continuous service will be given an opportunity to express interest in all fixed term vacancies of 13 weeks or longer duration. Where an existing ongoing employee is appointed to a fixed term position he/she will remain an ongoing employee as described in Clause 5.1.

5.5 Casual Employees

- (a) Parks Victoria may employ persons on a casual basis for the purpose of ad hoc or irregular work. Casual employees shall not be employed in a manner that could hinder or disadvantage the professional development of ongoing employees.
- (b) A casual employee shall be engaged by the hour and paid the prescribed base hourly rate for the relevant classification plus a loading of 25%. The loading prescribed in this sub-clause is in lieu of weekend penalties, paid leave (excluding any entitlement to Long Service Leave), overtime and public holidays not worked. It is also to compensate for the nature of casual employment. Overtime and a meal allowance will be paid at appropriate rates after a casual has been employed for 10 consecutive hours on any one day. Overtime will also apply to public holidays worked.
- (c) A casual employee shall be provided with a minimum period of 3 hours employment and/or paid for a minimum of 3 hours of work on each engagement.
- (d) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one hour's notice on either side or by payment or forfeiture of one hour's wages/salary, as the case may be.

5.6 Other Categories of Employment

5.6.1 Probationary Employment

- (a) Parks Victoria may appoint a new employee on a probationary basis for a period of 3 months.
- (b) During Probationary Employment Parks Victoria will monitor the capabilities, performance and conduct of the new employee to determine his/her ability to meet the job requirements. Parks Victoria shall inform the employee of any concerns regarding his/her performance and the employee shall have an opportunity to respond to matters raised. A record of such counselling will be kept.
- (c) If at the end of the probationary period the employee has satisfied reasonable work requirements then the appointment shall be confirmed. Parks Victoria shall otherwise terminate employment or may extend the probationary period by a further 3 months to allow the employee more time to address the issue(s).
- (d) Notwithstanding, either party may terminate probationary employment at any stage by the giving of two weeks' notice or payment in lieu thereof. The Manager Human Resources shall be notified prior to a decision being made to terminate employment.

5.6.2 Commercial Employees

- (a) Parks Victoria may directly engage employees in commercial operations. Such work may include hospitality (kitchen/wait roles), retail sales and housekeeping.
- (b) Employees engaged as hospitality workers, in retail sales and housekeeping, will be classified as Commercial Operations Employees (Refer to the Work Value Descriptors **Appendix C** of this Agreement).

- (c) Roles currently performed by Parks Victoria employees as at the commencement of this agreement will not be performed by commercial employees, except by the agreement of all of the parties. Agreement will not be unreasonably withheld.
- (d) No existing employee of Parks Victoria will be disadvantaged by the application of this clause. Any existing employee of Parks Victoria carrying out duties in commercial operations will not have their rate of pay or classification downgraded to a lower level.

Any disputes relating to this clause shall in the first instance be referred to the consultative committee and if it then remains unresolved will be resolved according to the grievance resolution procedure.

5.6.3 Trainees/Apprentices

- (a) Should Parks Victoria employ Trainees/Apprentices they will be engaged in accordance with the terms and conditions of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council, for the Government Youth Employment Scheme or any other such agreement.

5.6.4 Alternative Employment Agreements (AEA)

- (a) Parks Victoria may offer an employee classified as a Senior Officer within Grade 8 of this Agreement an employment arrangement in the form of an Alternative Employment Agreement (AEA).
- (b) Senior Officers who elect not to be covered by an AEA will be employed on a commensurate substantive salary and employment terms under this Agreement and shall be entitled to receive the salary outcomes of this Agreement.
- (c) Providing that the Senior Officer does not salary sacrifice for a leased motor vehicle, a Senior Officer may at any time elect to have the AEA terminated and revert back to the conditions of this Agreement. A Senior Officer who has elected to salary sacrifice for a leased motor vehicle can elect to terminate the AEA at the end of the motor vehicle lease.
- (d) The employee may nominate a representative to assist in negotiations for an AEA. The AEA must be recorded in writing and signed by the parties to it and a copy must be provided to the employee.
- (e) Where an AEA is entered into, the terms and conditions of the AEA shall apply in lieu of specific provisions of this Agreement. However, the terms of the AEA must not, on an overall basis, disadvantage the employee in respect of the provisions of this Agreement, or its successor, when taken as a whole and when taking into account the value of any terms and conditions which are not comprehended by this Agreement. Parks Victoria will make available information demonstrating that there is no such disadvantage upon request from an employee.
- (f) Any dispute as to whether the terms of an AEA would result, on balance in a reduction in the overall terms and conditions of employment of the employee under the Parks Victoria Agreement 2008, will be referred to the Australian Industrial Relations Commission for determination pursuant to the dispute resolution clause of this agreement.

5.7 Termination and Resignation

- (a) Procedures for termination will be in accordance with the Workplace Relations Act 1996.
- (b) Notice of termination by Parks Victoria or resignation by the employee will be as follows:

Period of Continuous Service	Period of Notice
1. Not more than 1 year	At least 1 week
2. More than 1 year but not more than 3 years	At least 2 weeks
3. More than 3 years but not more than 5 years	At least 3 weeks
4. More than 5 years	At least 4 weeks

- (i) In order to terminate the employment of an employee, other than a casual, Parks Victoria shall give to the employee the following notice or pay instead of notice. This same period of notice applies to an employee who resigns.
- (c) In addition to this notice, an employee over 45 years of age with not less than two years continuous service at the time of the giving of the notice shall be entitled to an additional week of notice of termination.
- (d) Where Parks Victoria has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with Parks Victoria.
- (e) An employee may apply to take approved Accrued Time or any Annual Leave or Long Service Leave to which the employee is entitled at the time of giving notice during, or in lieu of the prescribed notice period in Sub-clause (b)(i).

5.8 Summary Dismissal

- (a) Parks Victoria shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal.
- (b) In such cases the wages/salary shall be paid up to the time of dismissal only.

5.9 Abandonment of Employment

- (a) The absence of an employee from work for a continuous period exceeding 20 working days without the consent of and/or without notification to Parks Victoria shall be prima facie evidence that the employee has abandoned his/her employment.
- (b) Provided that, if within a period of 21 days from the employee's last attendance at work or the date of last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of Parks Victoria that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment. Parks Victoria will make reasonable attempts during this period to contact the employee to establish reason for the absence.
- (c) Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to Parks Victoria, whichever is the latter.

5.10 Redundancy and Redeployment

- (a) Where Parks Victoria is proposing significant changes to the way work is carried out or to what work is performed and, as a result, duties/functions become excess to requirements, consultation with the affected employee(s) and their nominated employee representatives shall occur.
- (b) Parks Victoria shall redeploy any employee whose function is no longer required to another position if a suitable vacancy exists. "Suitable vacancy" means a position classified at the employee's substantive level in which the employee will be able to satisfactorily carry out the duties with a reasonable amount of training and does not require the employee to relocate residence.
- (c) Where Parks Victoria determines that the position the employee has been doing is no longer required to be done by anyone and the employee is unsuccessful in being redeployed or appointed to a new position, and for whom no suitable vacancy exists, the position shall be declared redundant and the employee shall be eligible for the redundancy package available at the time of the redundancy.
- (d) If the departure is of a non-voluntary nature, or otherwise by agreement, personal and career counselling and job search assistance will be provided if requested by the employee.
- (e) Should the employee agree to be redeployed into a position that is of a lower work value than his/her current salary, the employee's substantive salary will be guaranteed for a minimum of 12 months.

6.0 APPOINTMENTS/PROMOTIONS AND RELOCATION

- (a) Parks Victoria, in appointing applicants for employment covered by this Agreement, whether from inside or outside the organisation, shall ensure that such appointments are based on merit, and are non discriminatory in accordance with Equal Opportunity requirements.

6.1 Appointments/Promotions

- (a) Recruitment to all positions at Parks Victoria will be based on merit, and will be in accordance with the Equal Opportunity Act.
- (b) Parks Victoria shall not fill vacant or newly created positions by promotion of more than 12 weeks in duration without inviting applications from employees within Parks Victoria. If no suitable internal applicant meets the selection criteria the position may be made available to external applicants.
- (c) Vacant or newly created positions that are for more than 12 weeks duration shall be first advertised internally, except when;
 - it is unreasonable to expect the skills required for the position to exist in a sufficient number of staff to offer a competitive process.
 - the location of the position is unlikely to attract a reasonable number of internal applicants.

- the positions are for a new initiative or for a specific purpose which will attract new or specific skills and qualities

If any of the above points apply the position may be advertised internally and externally at the same time.

- (d) Applicants for advertised positions shall be notified of the result of their application in writing within 10 working days after the appointment has been confirmed.
- (e) Vacancies or newly created positions of 12 weeks duration or less may be offered or assigned in the first instance to an appropriate existing employee.

6.2 Appointments by Transfer

- (a) Parks Victoria may transfer an employee by mutual agreement, to address organisational operational needs, or an employee may request to transfer for personal reasons including compassionate grounds.
- (b) A determination as to the suitability of the proposed transfer will be based on the following criteria:
 - (i) The position to which the employee is seeking transfer or being transferred to must be equal or lower in classification to the person's current classification. Where the only available role is of a lower classification than the persons current classification every effort will be made to expand the work value of the available role commensurate with the persons current role.
 - (ii) The qualifications and experience of the applicant must at least equal that required by the selection criteria, or with suitable on-the-job training could meet the standard in a reasonable time-frame.
 - (iii) Matching of the employee to the opportunity is made against clear and objective criteria.
 - (iv) Both the justification and matching are documented.
- (c) Parks Victoria will maintain a permanent Register of Requests to Transfer and will invite formal expressions of interest from employees on an annual basis to transfer, and will attempt to accommodate those expressions of interest annually also. However employees may apply to transfer at any time. Parks Victoria will endeavour, as far as practicable, to accommodate requests for transfers, taking into account operational requirements and individual needs. Where an appropriate vacancy occurs Parks Victoria will endeavour to fill that vacancy from the Register of Requests to Transfer in the first instance.
- (d) This clause will not override the redeployment provisions of clause 5.10 "Redundancy and Redeployment", and will be read in conjunction with clauses 6.4 and 6.5 of this agreement. Redeployees will have priority for vacant positions prior to advertisement or transfers.

6.3 Recruitment Appeal Process

- (a) Where an applicant seeking promotion to an advertised position is aggrieved at not being recommended, the applicant shall seek and obtain feedback from the recommending officer as to the reasons for his/her non-recommendation for the position. Written feedback will be supplied within 7 days if so requested by the employee.

- (b) If the employee is still aggrieved, he/she may within 7 working days of receiving the decision request a review by forwarding in writing full details of his/her grievance to the relevant General/Regional Manager or his/her nominee. The General/Regional Manager or his/her nominee (who shall not have been a member of the selection panel) shall examine the circumstances of the appointment and respond in writing to the aggrieved employee within 7 working days. The reasons for the non-recommendation shall be included in the response.
- (c) Within 7 days of receiving the written response the aggrieved employee may refer the matter to a Review Committee for determination. The Review Committee shall comprise a management representative, a staff representative and an agreed independent chairperson. To be successful the aggrieved applicant will be required to demonstrate to the Committee that the decision could not reasonably be arrived at on the basis of the facts. If desired, the employee may seek assistance from his/her appropriate nominated employee representative or third party to act as an advocate.
- (d) The Committee's role shall be one of review rather than that of selection, and to uphold an appeal, the Committee must be satisfied that the decision could not reasonably be arrived at on the basis of the facts. If an appeal is upheld, the Committee will recommend a course of action to the Chief Executive.
- (e) The recommendation of the Committee shall be by simple majority and shall be communicated to the employee in writing.

6.4 Non Residential Relocation

- (a) Employees will be eligible to receive a one-off "non residential relocation" payment in situations where:
 - (i) The employee transfers by agreement to another work location for personal development; or
 - (ii) The employee is directed by management to transfer/relocate to another work location (in accordance with Sub-clause (b)).
- (b) When an employee is directed by management to relocate to another work location:
 - (i) The additional travel shall not exceed the lesser of 45 minutes or 40 kilometres each way unless by agreement or unless Parks Victoria relocates the employee's normal place of work; and
 - (ii) At least one month's notice shall be given, or less by agreement.
- (c) The payment is a one-off payment based on the following formula:
 - (i) \$1,000 for each additional 25 kilometres or 30 minutes whichever is the lesser of daily travel time, or part thereof. Where the increase in travel is more than 25 kilometres or 30 minutes per day, the distance or time after 25 kilometres or 30 minutes will be calculated on a pro rata basis.
 - (ii) Provided that this formula only applies when:
 1. The duration of the transfer is greater than 9 months; or

2. The duration of the transfer is less than 9 months and reimbursement to the employee of excess travel expenses would be greater than the allowance.
- (iii) Provided that no allowance, or reimbursement of excess travel expenses will be paid where:
1. The relocation or transfer results in a reduction of time or distance travelled each way from the employee's current arrangements; and/or
 2. The total daily time travelled is 20 minutes or less each way; and/or
 3. The total daily kilometres travelled is 15 kilometres or less each way; and/or
 4. The transfer is a reasonable outcome of a disciplinary procedure.
- (d) Should Parks Victoria direct an employee to change his/her normal place of work on more than one occasion within a 12 month period, any payment for the subsequent relocation will be based on the aggregated additional travel time or distance from the original workplace.
- (e) Parks Victoria will consider alternative proposals if the employee can demonstrate that a transfer will cause hardship.

6.5 Residential Relocation

- (a) Parks Victoria acknowledges that from time to time existing employees, for reasons of individual development or to meet specific operational needs, may be required either by appointment or transfer, to relocate to a different work location. This may require them to relocate their place of residence and may involve relocation of their entire family. Parks Victoria will provide support to individuals and family members who relocate in accordance with this sub-clause provided that the transfer is not for disciplinary reasons.
- (b) Where Parks Victoria considers that it is reasonable and necessary for the employee to move residence the provisions of this clause will apply.
- (c) Expenses incurred up to a total value of \$30,000 may be reimbursed to an employee who is required to relocate his or her place of residence, upon the production of relevant receipts. Expenses incurred beyond this limit must have prior approval from the Chief Executive.
- (d) All expenses should be claimed within a maximum period of 2 years unless a longer period is necessary in the circumstances, by agreement with Parks Victoria.
- (e) These expenses may include but are not limited to:
- (i) Packing and transportation of furniture and effects.
 - (ii) Comprehensive insurance coverage for furniture and effects.
 - (iii) Storage of furniture and effects at new location for a period of up to 6 months or longer by agreement.

- (iv) New school uniforms/books for children (so long as these are not expenses that would have ordinarily occurred in any event).
 - (v) Lodging subsidy for VCE students (Years 11 and 12) to remain in previous location to complete studies.
 - (vi) Reimbursement of reasonable fees for the cancellation of current rental accommodation.
 - (vii) Reasonable costs associated with the arrangement of temporary/initial accommodation at a new location should an employee not be able to find suitable accommodation prior to commencing duties at the new location.
 - (viii) Up to \$1,200 is allowed to offset the cost of purchase of carpets, curtains and blinds and incidental expenses as a direct result of relocation and the purchase of a new place of residence.
 - (ix) Reimbursement of costs associated with the sale of a residence and on purchase of a residence in which the employee will reside at the new location. Consideration of the sale of other properties where the disposal of such properties is required because of the relocation will be considered on a case by case basis. These costs shall include but are not limited to agent's fees and Government stamp duty.
- (f) Employees may also take special leave on the basis of:
- (i) Up to 2 days plus travel time - for assessment of the new location to thoroughly identify facilities and accommodation; plus
 - (ii) Up to 2 days plus travel time - to undertake the relocation.

6.6 Relocation Expenses on Retirement or in Death

- (a) It is recognised that circumstances may arise where an employee, who has relocated to a location that is geographically removed from their "normal place of residence", dies during their service or retires. Parks Victoria will provide support as follows:
- (i) Should an employee retire or die at a remote location, Parks Victoria will meet all reasonable expenses connected with the costs of moving the employee and his/her family, furniture and personal effects back to their "normal place of residence" in Victoria.
 - (ii) "Normal place of residence" refers to the employee's former or primary residential location within Victoria, whilst an employee of Parks Victoria.
 - (iii) To be eligible for this support:
 1. The employee's work location at the time of death must be defined as "remote" under and in accordance with Clause 9.12; and
 2. The employee or his/her family must apply for relocation assistance prior to or on retirement or within 6 months of the employee's death.

7.0 CLASSIFICATION AND SALARIES

7.1 Classification Structure

- (a) This Agreement provides for a single classification structure for all employees, as follows:

CLASSIFICATION STRUCTURE		
Designation	Grade	
"PV Officer"	Grade 1	
	Grade 2	Level 2.1*
		Level 2.2*
		Level 2.3*
	Grade 3	
	Grade 4	
	Grade 5	
Grade 6		
"PV Officer"/"Senior Specialist"	Grade 7	
"Senior Officer"	Grade 8	

*The number assigned to each Salary Level is aligned with Parks Victoria's Competency Framework level.

- (b) The aim of the structure is to provide Parks Victoria and employees with a fair, transparent and rigorous system for evaluating the relative work value of positions under the Agreement in order to classify positions into a Grade; remunerate employees equitably for satisfactory work performance; and retain internal work value relativity.
- (c) The structure consists of eight Grades, with each Grade being underpinned by work level descriptors and a job evaluation process and criteria. (Refer to Appendix C for the descriptors).
- (d) Positions are assessed against the work level descriptors to determine their overall work value level or Grade relative to appropriate internal benchmarks. Employees move into a position at any Grade by individual application and appointment/promotion in accordance with Clauses 6 and 7.
- (e) As shown above, positions classified within Grades 1 to 7 of this Agreement are designated "PV Officer", also positions classified at Grade 7 include positions designated "Senior Specialist" and at Grade 8 positions are "Senior Officers". The differences between these categories are as follows:
- (i) "PV Officer" - This category comprises 7 distinct work value levels to cover the range of functions, outputs and services delivered by employees under this Agreement in support of Parks Victoria's Corporate Plan. "PV Officers" require varying levels of accountability, job complexity, direction, competency and judgement to carry out their roles effectively and are remunerated according to the work value and classification of the position.

- (ii) "Senior Specialist" - This category is a single work value level for positions that require specific and highly advanced scientific/professional skills, qualifications and experience such that these positions are the experts in their field within Parks Victoria and required to lead/manage significant organisational priorities.
 - (iii) "Senior Officer" - This category is a single work value level for positions that have significant organisational accountabilities and leadership responsibilities such that Senior Officers contribute to the overall direction and performance of Parks Victoria by leading/managing significant resources in the achievement of priority objectives. The grade is split into two levels; each of the levels in grade 8 has its own specific characteristics and behaviours demonstrated by an individual as they progress through the Grade 8 classification. For new appointments selection panels will take into account the experience, skills and attributes of the successful applicant and the requirements of the role (using the "Grade 8 Characteristics and Behaviours" as a guide) and recommend which level within Grade 8 the employee should be appointed. This is subject to the approval of the Chief Executive.
- (f) Grades 1 to 7 each have a prescribed base salary point (also termed "step 1") and salary range with a defined progression amount (also shown as "progression steps") to provide for performance-based salary movement. As the structure involves non-overlapping Grades a maximum salary (known as the "ceiling" point) has been established for each Grade.
- (g) In addition to the above, Grade 2 is a competency-based salary system. Within the Grade there are 3 distinct, competency-based salary levels (termed "Levels"), each one having a base salary point and salary range with progression steps up to the ceiling. Progression to a higher Level is by individual application and assessment of the employee's competency against specified Generic and Technical competency units (as detailed in Clause 7.7).
- (h) Grade 8 has a prescribed base salary point and salary range with a defined progression amount for any performance-based movement up to the ceiling point.

7.2 Salary Increases

7.2.1 Eligibility and Exclusions

- (a) The salary increases specified in this clause are to apply to all employees who are covered by this Agreement, including casuals but excluding any employees classified as Senior Officers:
- (i) who, as at the date of this Agreement, have already entered into an Alternative Employment Agreement with Parks Victoria, as described in Clause 5.6.4; or
 - (ii) once such an employee enters into an Alternative Employment Agreement (AEA) with Parks Victoria, as described in Clause 5.6.4;

whilst that AEA remains in force and providing that the AEA provides a mechanism for alternative salary increases.

7.2.2 Quantum and Timing

- (a) Employees who are covered by this Agreement on or after each "date of effect" shown in the following table will receive the prescribed percentage increase in substantive salary effective from the start of the first pay period on, or immediately following, that date:

Date of Effect	Percentage Increase
Upon Lodgement with Industrial Relations Victoria (7 May 2008)	3.25%
1 June 2008	1.00%
1 June 2009	3.25%
1 June 2010	3.25%

- (b) The substantive salary of an employee who is covered by this Agreement will be deemed to be correct on the date immediately preceding the effective date for payment of the first 3.25% salary increase.
- (c) Upon commencement of this Agreement, the base salary and salary range applying to each Grade under the classification structure, exclusive of the first 3.25% salary increase, as well as details regarding the number and relative value of progression steps at each Grade are shown in the table at Sub-clause 7.3.1.
- (d) The salaries applying to each Grade for the duration of the Agreement are set out in Schedule 1 of this Agreement.

7.3 Translation Process

- (a) A salary point progression step has been removed from the base of Grade 2, Levels 2.2 and 2.3 and the base of Grades 3 to 7. Existing employees will translate to the new classification structure on the basis of moving to their existing salary point or if that is not available, to the next highest available salary point within their current grade classification on the date immediately preceding the effective date of the first 3.25% salary increase which is defined in the table in clause 7.3.1.
- (b) Existing Grade 8 employees will translate across at their current salary level to determine where in the grade they sit. Existing employees will be deemed to be at the correct salary point of grade 8 on translation.

7.3.1 Classifications and Salaries on translation from previous Agreement upon lodgement with IRV (7 May 2008). (Does not include first 3.25% increase)

Designation	Grade (and Salary Range)		Progression Step Amount	Base Salary Point (and Progression Steps)	(\$)		
"PV Officer"	Grade 1 (\$30,957 - \$37,749)		\$618	Base Salary Point (Step1)	\$30,957		
				Step 2	\$31,575		
				Step 3	\$32,192		
				Step 4	\$32,809		
				Step 5	\$33,427		
				Step 6	\$34,044		
				Step 7	\$34,662		
				Step 8	\$35,279		
				Step 9	\$35,896		
				Step 10	\$36,514		
				Step 11	\$37,131		
				Ceiling	\$37,749		
	"PV Officer"	Grade 2 Grade 2.1 (\$38,054 - \$41,580)		\$705	Base Salary Point (Step1)	\$38,054	
		Step 2	\$38,759				
		Step 3	\$39,464				
		Step 4	\$40,169				
		Step 5	\$40,875				
		Ceiling	\$41,580				
(\$42,315 - \$45,446)		Grade 2.2			\$783	Base Salary Point (Step1)	\$42,315
						Step 2	\$43,098
						Step 3	\$43,881
						Step 4	\$44,663
						Ceiling	\$45,446
(\$45,829 - \$50,916)		Grade 2.3			\$848	Base Salary Point (Step1)	\$45,829
						Step 2	\$46,677
			Step 3	\$47,525			
			Step 4	\$48,373			
			Step 5	\$49,220			
			Step 6	\$50,068			
			Ceiling	\$50,916			
Grade 3 (\$51,470 - \$56,231)		\$952	Base Salary Point (Step1)	\$51,470			
			Step 2	\$52,422			
			Step 3	\$53,374			
			Step 4	\$54,327			
			Step 5	\$55,279			
			Ceiling	\$56,231			
Grade 4 (\$57,114 - \$61,340)		\$1,057	Base Salary Point (Step1)	\$57,114			
			Step 2	\$58,171			
			Step 3	\$59,227			
			Step 4	\$60,284			
			Ceiling	\$61,340			
Grade 5 (\$62,748 - \$67,391)		\$1,161	Base Salary Point (Step1)	\$62,748			
			Step 2	\$63,909			
			Step 3	\$65,070			
			Step 4	\$66,231			
			Ceiling	\$67,391			
Grade 6 (\$68,536 - \$73,608)		\$1,268	Base Salary Point (Step1)	\$68,536			
			Step 2	\$69,804			
			Step 3	\$71,072			
			Step 4	\$72,340			
			Ceiling	\$73,608			
"PV Officer"/ "Senior Specialist"	Grade 7 (\$75,401 - \$82,376)		\$1,395	Base Salary Point (Step1)	\$75,401		
		Step 2		\$76,796			
		Step 3		\$78,191			
		Step 4		\$79,586			
		Step 5		\$80,981			
		Ceiling		\$82,376			
"Senior Officer"	Grade 8 (\$82,795 - \$115,576)	SO1	\$1,562	Base Salary Point (Step 1)	\$82,795		
				Ceiling	\$96,855		
		SO2	\$1,872	Base Salary Point (Step 1)	\$98,727		
				Ceiling	\$115,576		

7.4 Salaries on Appointment/Commencement

7.4.1 Internal Appointments

- (a) Internal appointments and promotions will generally be to the base salary point of a Grade. However, should the substantive salary of an employee already be above this point the appointment will be at the employee's current salary if within the salary range of the Grade. Appointment above the base will require the approval of the Human Resources Manager who will have regard to the following matters:
- (i) In order to attract/appoint a suitable applicant to the role, vacant positions within Grade 2 may, by agreement with the Human Resources Manager, be advertised at a specific salary level commensurate with work requirements.
 - (ii) In the event of a role being advertised at 2.2 or 2.3 of Grade 2, and provided that the selection criteria and process has assessed the employee's competency against all of the required performance criteria for salary progression purposes (as defined in the Competency Framework under Clause 7.7) then the successful candidate may be appointed at "step 1" of the advertised Level.
 - (iii) If the successful applicant was not able to demonstrate all of the competencies required for salary progression purposes during the recruitment process, then the appointment will be at the employee's current salary and Level. The employee will be marked 'competent' against each of the units successfully demonstrated and will only be required to demonstrate the outstanding units for progression to that Level in the future.

7.4.2 New Employees

- (a) In determining whether to recruit a new employee above the base salary point of the relevant Grade, Parks Victoria will have regard to the following matters:
- (i) The skills, demonstrated experience and qualifications of the successful applicant, relative to work requirements;
 - (ii) Whether the minimum salary level for the position has been insufficient to attract the services of a suitable applicant;
 - (iii) In accordance with paragraph (a), new employees classified within Grade 2 may commence at a salary level that is commensurate with their skills, experience and qualifications, relative to work requirements. To this end, the skills, experience and qualifications of a new employee will be considered against the competency profile at each Level to recommend an appropriate entry Level. Commencement will be to "Step 1" of a Level unless insufficient to attract/appoint a suitable candidate to the role.
- (b) In appointing new employees to Grade 2 Parks Victoria will consider the experience and qualifications of the new employee and the value of the work undertaken and the skills required to perform the duties and appoint the new employee to the appropriate level within Grade 2.

7.4.3 Essential Qualifications - Minimum Entry Level Salaries

- (a) Where Parks Victoria determines that possession of a specific tertiary degree qualification is essential for appointment to a vacant or newly created professional role such as a

professional scientist, engineer or qualified accountant, then the following minimum entry-level salaries will apply if the position is evaluated within Grade 2 & Grade 3:

- (i) Essential 3 year degree: Grade 2.3 at Step 4
- (ii) Essential 4 year degree: Grade 3, Step 1

7.5 Salary Progression

7.5.1 Progression Within a Grade (ie; Performance-Based)

- (a) Progression within the classification and salary structure is not automatic, consistent with wage fixing principles. Rather, progression by the specified amount within a Grade (or Level within Grade 2) occurs when an employee is assessed at his/her annual performance review as having met agreed performance criteria in accordance with Clause 7.8.
- (b) Progression amounts (or steps) within a Grade are not points of defined work value.
- (c) Progression amounts are expressed in terms of dollars (ie; not a percentage) and are common to all employees within a given Grade, or Level within Grade 2. Refer to Schedule 1 for the applicable progression amount for each Grade, for each of the financial years specified in Clause 7.8.
- (d) Within Grades 1 to 7 “performance-based” progression is by the specified progression amount for the Grade up to the ceiling of the work value range
- (e) Within Grade 8, unless the Senior Officer has entered into an AEA that has an alternative performance pay regime pursuant to clause 5.6.4, performance pay is by the specified progression amount up to the ceiling of the work value range.

7.5.2 Progression Within Grade 2 (ie; Competency-Based)

- (a) Progression to a higher Level within Grade 2 is generally by competency assessment. Where an employee demonstrates that he/she is performing work to the value and competence described at a higher competency level, taking into account both the required Technical and Generic competencies, the employee shall progress to “step 1” of the salary range applying to the higher Level.
- (b) Progression to Grade 2.2 (Competency Level 3) is generally via competency assessment against Certificate III in Government. Progression to Grade 2.3 (Competency Level 4) is generally via competency assessment against Certificate IV in either Government, Conservation & Land Management or Horticulture, or equivalent.
- (c) Parks Victoria will encourage employees to undertake competency assessment when they believe they are ready. Parks Victoria will actively assist any interested employee in developing his/her competencies and in preparing for the competency assessment.
- (d) Employees at Grade 2.1 can also progress to Grade 2.2 by a one off work value assessment. All employees classified at Grade 2.1 at the time this Agreement is lodged will have their individual work value assessed against the Grade 2 work value standards and competency level profile (competency level 3) of this agreement to determine if the nature of the work they undertake is commensurate with those standards.

- (e) The assessments of work value will be initiated by Parks Victoria and occur during the first 12 months of the agreement and will be affective from the date of certification of this agreement. The assessment process will be as follows:
 - (i) A three person panel/panels will be formed for each District including the relevant Ranger in Charge.
 - (ii) The experience, qualifications and training of the employee will be considered in the first instance. Any employee with a relevant degree qualification will be deemed competent against the standards outlined in 7.5.3 (c) (standard).
 - (iii) The individual work plan and work outputs will be reviewed and compared against the standard and a determination made as to the employees work value.
 - (iv) If the panel determines that the employee's experience, qualifications and work output is to the standard, the employee will be classified at the base salary point of Grade 2.2.
 - (v) If the panel determines that the employee's work value is not to the standard, the employee will be provided with feedback and encouraged to address the gaps and participate in the ongoing competency programme outlined in 7.5.3 (a).

7.5.3 Progression to a Higher Grade

- (a) Progression to a higher classified position will either be by competitive appointment to a position advertised at a higher Grade or by reclassification of the employee's position in accordance with the job evaluation process and criteria provided for in Clause 7.6.

7.6 Job Evaluation Process

- (a) An employee may at any time, apply to have their position classification re-evaluated.
 - (i) As the first step in the process an employee seeking reclassification should review, and adjust where necessary, their position description to ensure that it accurately reflects their role and responsibilities.
 - (ii) Any amendments or revisions of the position description should be discussed and agreed with the employee's line manager and Senior Manager prior to the commencement of the evaluation process. Where this does not occur or agreement is not reached then the grievance and resolution procedure contained within this agreement shall be utilized.
- (b) Any changes to position description that are agreed between the employee and line manager will be noted by the Senior Manager and forwarded to Human Resources on the appropriate procedural documents highlighting the differences between the old and the new position descriptions.
- (c) The job evaluation outcome will be determined by benchmark evaluations or grading against the job descriptors, whichever provides the most favourable outcome for the employee.
- (d) An evaluation against the descriptors contained within this agreement will occur with a line manager with the involvement of Human Resources.
- (e) When job evaluation is by simple comparison to benchmark positions, the evaluation is conducted by the Manager Human Resources or his/her delegate.

- (f) When the job evaluation outcome is not clearly evident by comparison to benchmark positions, or the descriptors of this agreement, a job evaluation panel will be convened by Human Resources Branch with agreed senior management, an employee nominated Representative and an agreed chair.
- (g) If as a result of the review a higher work value is recognised then the incumbent's salary will be adjusted to reflect the outcome of the evaluation.
- (h) The job evaluation outcome, normally to the base salary point of the applicable Grade, will be provided in writing to the responsible General Manager for endorsement. The responsible General or Regional Manager will notify the applicant in writing.
- (i) If the review of the position does not result in the reclassification of the position to a higher level, reasons for this will be provided to the employee in writing and via discussions with the employee's line manager.
- (j) The applicant may utilise the grievance resolution procedure of this Agreement if he/she believes the outcome is unreasonable.
- (k) Parks Victoria will ensure that the evaluation processes are documented and are transparent and that reclassifications are dealt with expeditiously. Parks Victoria will endeavour to provide an outcome to reclassification requests within a six week period. Salary adjustments resulting from job evaluation will be effective from the date the job evaluation application was lodged.

7.6.1 New Positions

- (a) All new positions covered by this Agreement will be evaluated to determine the position's work value and classification prior to filling. This will normally be the base salary point of Grades 1 to 8.

7.6.2 Existing Positions

- (a) Existing positions may be submitted for job evaluation, either by the job holder or by line management.
- (b) If the existing classification is incorrect and the incumbent is clearly the most entitled person to the position having been appointed to the position through a competitive selection process, the incumbent's substantive salary will be adjusted to reflect the outcome of the evaluation.
- (c) In addition Parks Victoria may at any time evaluate a position to determine the appropriate Grade. If the position changes and the current incumbent is clearly the most entitled person for that position, and no other employee could reasonably compete for that position, then the incumbent's salary will be adjusted to reflect the outcome of the evaluation. In all other circumstances the position will be advertised and filled on a competitive basis.
- (d) Salary adjustments resulting from job evaluation will be effective from the date the job evaluation application was lodged.
- (e) At any time an employee at Grade 8 can apply to have his or her remuneration level reviewed. Parks Victoria may also initiate a remuneration review. Parks Victoria in determining an individual's remuneration level (or movement to a higher salary point) will consider the employee's experience, individual accountability and responsibility and benchmark against the remuneration level of other Senior Managers and Senior Officers. This is subject to the approval of the Chief Executive.

7.7 Grade 2 Competency Program

- (a) The aim of the Competency Program is to foster the acquisition and use of the skills, knowledge and behaviours, ie. Competencies, that Parks Victoria requires of employees within Grade 2 in order to continually improve the delivery of agreed services and priorities in the Corporate Plan. The program specifies these competencies in measurable, output-focused terms to provide employees with a nationally-recognised qualification aligned with their job role, and/or a 'road-map' for future career development and salary progression within Grade 2. It provides Parks Victoria with a mechanism to remunerate employees in an equitable and consistent manner for achieving the same standards in their work performance.
- (b) The Competency Program comprises competencies drawn from the Australian Qualifications Framework that are applicable to Grade 2 jobs. The competencies are job specific and include the skills, knowledge and on-the-job behaviours which enable all Grade 2 employees to undertake their duties effectively.
- (c) In order to be assessed as competent an employee is required to demonstrate the agreed competencies of relevance to his/her work, and applicable to that Level, drawn from the Competencies Program. Parks Victoria will not assess employees against the competency standards to reduce an individual's substantive salary.

7.7.1 Competency Assessment Process

- (a) An employee may apply to have his/her competency level assessed. Competency assessment will be conducted at the request of an employee in line with the Competency Program. The relevant General/Regional Manager will be required to endorse the assessment recommendation of the panel and will notify the applicant of the outcome in writing.
- (b) The Competency Program includes the following features:
 - (i) Assessments are conducted by a qualified external assessment agency/institute, contracted to Parks Victoria, and staff undertaking assessments will be enrolled by that institute.
 - (ii) Assessments will be received in two intakes per year, aligned with the institute's half-yearly enrolments.
 - (iii) The competency assessment progress will vary from employee to employee, and the onus is on the employee to actively progress their assessment in line with the Competency Program's conditions and timelines.
 - (iv) The employee will be deemed to be competent at the date of the assessment outcome. Neither Parks Victoria nor its assessment partner will unduly delay a competency assessment.
 - (v) The employee will be presented with his or her qualification at an appropriate Parks Victoria event by the Chief Executive, or another executive.

7.8 Performance and Development Program

- (a) Parks Victoria recognises the mutual benefits of a structured Performance and Development Program to both the organisation and its employees. The Program's objectives are to enhance employees' capacity and achievement of their potential; and

to simultaneously improve the efficiency and output of Parks Victoria by linking the organisation's Vision, Values and Corporate Plan to the behaviour and performance of each employee over a 12 month review period.

7.8.1 General Conditions

- (a) All ongoing (full time or part time) and fixed term employees covered by this Agreement are required to participate in a Performance and Development Program.
- (b) The Program will centre on a work plan and a development plan agreed between the employee and manager, along with a process of regular monitoring and review.
- (c) Either party may not unreasonably withhold agreement to a Plan. A reasonable plan is one that is commensurate with his/her duties as an employee of Parks Victoria and the complexity/responsibility of the position held. In agreeing to a plan, consideration should also be given to the employee's hours of work, skills and training, classification/salary and ability.
- (d) For each employee the Program will involve the following elements:

(i) Work Plan

- 1. The Plan requires each employee and their manager to discuss and agree on the key outcomes and responsibilities of the position held over an agreed period. This will include specific actions/initiatives to be achieved during the year and the means by which the individual's progress and performance shall be measured.
- 2. The Plan also identifies job behaviours each employee is required to demonstrate to enable Parks Victoria to better meet its Vision, Values and Purpose.

(ii) Development Plan

- 1. This Plan requires each employee to identify and agree with his/her manager on any areas needing improvement or further development during the review period. Development activities may be agreed for the purpose of:
 - a) Assisting the employee to deliver his/her Work Plan or to perform more safely, competently or effectively in the role and organisation.
 - b) Enabling the individual to maintain his/her professional qualifications or status if relevant to the position held.
 - c) Enabling the employee to progress his/her career within Parks Victoria.
- 2. In so doing, the parties will commit to specific developmental activities to be undertaken and timeframes for completion.

(iii) Performance Assessment

- 1. All employees can expect regular feedback about their performance at work, which includes job behaviour.
- 2. Work and Development Plans will be developed annually and may be reviewed and amended by the parties on a quarterly or as needs basis, by agreement.
- 3. A formal review of the employee's performance will be held at mid-year.
- 4. A final assessment of performance will be held at the end of each financial year. The outcome of this assessment will determine an employee's eligibility for any performance pay that year.

7.8.2 Performance Pay

(1) Eligibility and Exclusions

- (a) The performance pay outcomes in this clause do not apply to any:
 - (i) Employees classified as Senior Officers who, as at the date of this Agreement, have already entered into an Alternative Employment Agreement (AEA) with Parks Victoria as described in Clause (5.6.4); or once such an employee enters into an AEA with Parks Victoria as described in Clause (5.6.4), whilst that AEA remains in force and providing that the AEA provides a mechanism for alternative performance pay outcomes.
 - (ii) Probationary employees as described in Clause 5.6.1.
- (b) All other employees who participate in this Program will be eligible to receive performance pay as described in this Clause, for each of the years specified below.

(2) Payment, Quantum and Timing

- (a) Where an employee's substantive salary is within the salary range for his/her Grade, performance pay will be in the form of an increase in substantive salary (via a "progression step" as described in Clauses 7.5.1 and 7.5.2).
- (b) Where an employee's substantive salary is at the designated ceiling point for his/her Grade, performance pay will be in the form of a cash bonus equivalent to the "progressive step amount" for that grade and will not be an increase in substantive salary.
- (c) Performance pay will be effective from the start of the first pay period on or following each of the following dates: 1 July 2008; 1 July 2009; and 1 July 2010. subject to the following requirements being met:
 - (i) Employees collectively have made a substantial contribution to the successful outcome of the Parks Victoria Business Plan for the financial year, as determined by the Chief Executive.
 - (ii) The employee individually has satisfactorily met both the performance targets and job behaviours described in his/her Work Plan for the year.
- (d) An employee will be ineligible for the performance pay applying to any of the financial years described if:
 - (i) Any required job behaviours were inconsistently displayed over the applicable period; or
 - (ii) The agreed performance targets in the Work Plan were only partially met.
- (e) To be ineligible, however, the employee must have been informed about the specific areas requiring improvement and provided with a reasonable opportunity to address these areas.

7.9 Payment of Salaries

- (a) All salaries shall be paid fortnightly by electronic funds transfer into bank/building society/credit union accounts nominated by the employee, or at the option of Parks Victoria by cheque.

- (b) Salaries shall be paid to employees on the same day of each fortnight except where such day falls on a public holiday in which case payment shall be made on the previous working day.
- (c) Overtime, allowances and payment for fire related duty shall be paid within the first full pay period after receipt by Payroll Branch of the relevant pay adjustment notice. Details of such overtime will be provided to the employee.
- (d) An employee proceeding on a period of paid leave of a minimum of five working days duration, shall on request and giving one pay period notice to Parks Victoria, receive advance payment for those days which fall within the approved annual leave period.
- (e) At the time of payment each employee shall be provided in writing with details regarding the make-up of such payment and deductions there from.

7.9.1 Time and Salaries Record

- (a) A record shall be kept by Parks Victoria and provided to employees containing the following particulars:

The name and date of commencement of each employee.

The work level of the employee, the rate of pay and any allowances paid to the employee.

The number of hours worked, whether ordinary time or overtime.

The classification, rate of pay (and overtime, if any) paid each pay period.

Or any other particulars regulated by relevant Government Legislation or Regulation.

Personal Leave balances for employees when the payroll software is able to provide same.

7.10 Higher Duties

- (a) Higher duties payments shall only apply where an employee is required by management to relieve in a position classified at a higher Grade for 5 or more consecutive working days in any one assignment.
- (b) Where an employee is eligible for higher duties, a payment equal to the difference between the employee's usual rate of pay and that of the rate of the higher classified position shall be paid for each period of higher duties worked for 5 or more consecutive working days, effective from the first working day of the assignment.
- (c) Provided that an employee acting in a Grade 8 position who is required to carry out only part of the duties of a higher classified position or who is unable to carry out all such duties because of lack of experience or qualifications, shall be paid such proportion of the higher duties otherwise payable under this clause as is agreed to by the employee and Parks Victoria. All employees acting in positions under Grade 8 will be paid higher duties at the 100% rate.
- (d) Higher Duties may also be paid during periods of short term deployment as described in Clause 9.11 where an employee is required to undertake duties and the work value during the deployment is commensurate with the work value descriptors of a higher grade. Payment of higher duties in this instance shall require the approval of the Manager Human Resources.

7.11 Salary Sacrifice

- (a) Parks Victoria will administer salary sacrificing arrangements as agreed on an individual basis with employees. Awards and benefits to be provided under this Agreement may be paid or provided in a manner consistent with the salary sacrificing arrangement agreed with the employee. Any such arrangement must comply with taxation and superannuation regulatory requirements and must not involve any additional costs to Parks Victoria.
- (b) Salary Sacrifice arrangements shall be on the basis that the conditions of such arrangement are no less favourable than the entitlement, otherwise available from this Agreement when taken as a whole.
- (c) Employees who opt for salary sacrifice will not be disadvantaged by the application of future wage increases and allowances. Increases to wages and/or allowances shall be applied to the rates applicable prior to the application of any salary sacrifice arrangements.
- (d) Where employment is terminated salary sacrificed items shall be converted back to the cash equivalent for the purpose of determining payment of accrued entitlements and/or redundancy.
- (e) Staff should seek independent financial advice before entering into any salary sacrificing arrangement.

7.12 Salary Sacrifice to a Defined Benefits Scheme

- (a) Parks Victoria will offer salary sacrifice arrangements to defined benefits schemes where the scheme accepts such arrangements. This benefit will only be available following a declaration by the Minister for Finance under the relevant Victorian superannuation legislation.
- (b) Staff should seek independent financial advice before entering into any salary sacrificing arrangement in relation to this benefit.

7.13 Superannuation

The Employee, regardless of age, will be offered by Parks Victoria membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (unless they are a member of a Victorian exempt public sector superannuation scheme). Parks Victoria will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Commonwealth Superannuation Guarantee Administration Act 1992*.

7.14 Annual Leave Loading

Annual leave loading of 17.5% has previously been included within the salary ranges and is no longer payable as an annual loading.

8. HOURS OF WORK

- (a) The hours of work will be structured to best meet the operational requirements of the business providing the most efficient and effective delivery of services.
- (b) Parks Victoria is a '7 day a week' business. Each employee's actual hours of work will be developed in full consultation with the employee in good faith and by agreement having regard to the nature of the business. Either party will not unreasonably withhold agreement.

8.1 Working Hours

- (a) Normal hours of work are to be based on 7 hours 36 minutes per day, to be worked as a continuous period, totalling 76 hours per fortnight. This will apply to full time employees, with part-time employees' work hours as determined by Parks Victoria.
- (b) All employees must receive a minimum of 30 minutes unpaid rest break after a maximum of 5 hours worked.
- (c) Working hours may, however, be varied by agreement to suit local operational requirements. In such cases the ordinary working day should comprise no more than 10 hours per day.
- (d) Ongoing changes to hours of work arrangements shall be committed to writing and a copy provided to each employee.

8.2 Spread of Hours

- (a) The spread of hours to apply will be as follows:
 - (i) Between the hours 7.00am to 7.30pm from 1 March to 31 October.
 - (ii) Between the hours 7.00am to 8.30pm 1 November to 1 March (excluding work relating to wildfire suppression and preparedness). Excluding employees working under the shift provisions of this agreement, employees working wholly within the spread of hours will only be rostered to start after 11.30am for a maximum of 4 days per month. Any employee who has 4 starts times after 11.30am in a calendar month will not be required to start work after 10.00am and overtime will be paid for any time worked after 8 hours in that day. This clause will not prevent the ability of an employee and a manager negotiating a time in lieu arrangement. This clause will not apply to employees rostered to work outside the spread of hours. The provisions of clause 8.7 "Rostered Work – Outside the Spread of Hours" will apply to work performed outside the spread of hours.
 - (iii) Between the hours 7.00am to 8.30pm to attend Major Events.
- (b) A "Major Event" is one which is specifically planned to attract more visitors than would otherwise normally be expected at that venue and will require the availability of additional staff for preparation or implementation, and shall include one-off and annually recurring events.

8.3 Non-Rostered Employees

- (a) A Non-Rostered Employee will normally work Monday to Friday.

- (b) In addition an employee may by agreement work occasional weekend days during peak periods and major events in a customer service role for which the employee will be compensated by time off in lieu on an hour for hour basis. This provision intends to provide for a development opportunity for the employee.
- (c) Where a Non-Rostered Employee is required to work on a weekend then overtime provisions (as described in Clause 9.2) shall apply unless by mutual agreement, compensation is to be by time off in lieu on an hour for hour basis.
- (d) In the event of a Non-Rostered Employee moving to a rostered arrangement, the employee's annual rate of pay will be adjusted to reflect the allowance (in accordance with Clause 8.4).

8.4 Rostered Weekend Employees

- (a) A Rostered Weekend Employee will normally work a rostered normal spread of hours Monday to Sunday which shall include up to 10, 20, 30 or 40 rostered weekend days per annum.
- (b) A Rostered Weekend Employee shall be entitled to an annual allowance of 3.75%, 7.5%, 11.25% or 15% of substantive salary to cover the requirement to work up to 10, 20, 30 or 40 weekend days per annum respectively. The allowance is payable only whilst the employee is rostered to work weekends in accordance with this sub-clause and will be added to salary for superannuation purposes only.
- (c) A Rostered Weekend Employee may be required because of unforeseen circumstances to work in excess of the proposed 10, 20, 30 or 40 weekend days per annum. For each Rostered Weekend Day beyond the 10, 20, 30 or 40 weekend days as applicable the employee shall receive an as worked allowance of 75% of his/her substantive hourly rate (excluding the Rostered Weekend Allowance) for the hours worked, as well as time off in lieu on an hour for hour basis (excluding Public Holidays). The allowance of 75% will not be added to salary for superannuation purposes.
- (d) Should an employee work more than 5 weekend days beyond their required number of weekend days in a 12-month period, the employee's allocated annual allowance will be adjusted to the higher allowance to reflect the requirement to work the additional days.
- (e)
 - (i) If a Rostered Weekend Employee is rostered to work a weekend as part of their rostered weekend days and is required for fire duties prior to the commencement of work on that day, they are paid overtime for that fire duty.
 - (ii) In the event that a Rostered Weekend Employee is called to go to a fire when they are at work on a normal weekend day, they will be paid normal time for the first 7.6 hours of the day and weekend overtime rates will be payable after 7.6 hours regardless of the proportion between fire and normal duty.
 - (iii) There is no requirement to rework that weekend day if a rostered weekend employee attends for fire duties as a result of clauses 8.4.(e) (i) and 8.4.(e) (ii).
 - (iv) In circumstances where rosters are revised with advance notice, and there is a need to re-schedule the weekend days as a result of fire duty, Parks Victoria will be both fair and reasonable in its expectations in relation to reworked days. Rostered Weekend Employees would not be expected to work successive weekends to make days up. An agreed plan would be established between the

Rostered Weekend Employee and the Supervisor on what would be fair and reasonable with regard to additional weekends to be worked.

- (f) In the event that a Rostered Weekend employee is asked to attend fire duty on a week day which is their rostered day off, there is no compulsion for the employee to be available as the time is their "weekend". If the Rostered Weekend Employee does decide to work, they are paid normal time for the first 7.6 hours and are still entitled to the rostered day off to be taken as soon as practicable prior to the return to normal duty. If a rostered weekend employee is required to go on standby while on their rostered days off (Monday to Friday), normal paid standby rates would apply.

8.5 Rostered Stand-by Employees

- (a) A Rostered Stand-by Employee will be rostered to be on stand-by on a regular basis as part of an annual duty roster. A Rostered Stand-by Employee shall be entitled to an annual allowance of 7.5% of substantive salary. The employee, on the basis of what is reasonable, will respond to, or initiate a response to, incidents as required for which no additional payment will be made.
- (b) The allowance is payable only whilst the employee is rostered to undertake annual stand-by duty in accordance with this sub-clause and will be added to salary for superannuation purposes. A minimum of three months notice in writing shall be given for cessation of the requirement to undertake annual stand-by duty.

8.6 Rosters for Weekend Employees

- (a) Generally rosters will be developed locally and do not apply to Monday to Friday Employees.
- (b) Where practicable an employee who is rostered to work consecutive weekends will have an equal number of consecutive weekends off, following those that have been worked. Rosters may also allow for the working of single weekend days by agreement; however normal rostering practice will be not to split weekends.
- (c) As much notice as practicable, desirably at least a minimum of 4 weeks, will be given for a change in, or introduction of, a new roster.
- (d) Subject to agreement an employee may be requested to work on a rostered day off. Where agreement is reached another rostered day off is to be taken.
- (e) Parks Victoria will explore options to maintain the existing level of weekend work undertaken by an employee before any reduction takes affect. Where, after consultation, the employee is no longer required to perform rostered weekend work or the roster requirements and subsequent allowance is reduced, notice in writing shall be given for the reduction or cessation of the requirement to work rostered weekend days in accordance with the following table:

Consecutive Years Worked At Same Weekend Rate:	Period of Notice:
(i) 1 to 5 years	3 months
(ii) 6 or more years	6 months

- (f) The period of notice in clause 8.6(e) will not apply for employees who are either:
 - (i) Temporarily working to a roster; or

- (ii) Being appointed/transferred to a position which requires less or no weekend days as a result of the employee's application; or otherwise by agreement. Provided that the employee has not worked the agreed number of weekend days for which an allowance has been paid.
- (g) Where the employee has worked the agreed number of weekend days for which an allowance has been paid he/she will retain the allowance until the expiration of the 12 month period from when the annual allowance commenced.
- (h) Should a Rostered Weekend Employee no longer be required to work a roster or the roster requirements and subsequent allowance is reduced, the employee's salary for superannuation purposes only will be retained.

8.7 Rostered Work – Outside the Spread of Hours

- (a) When necessary to respond to particular operational requirements such as environmental or visitor management programs, Parks Victoria may request employees to work to a roster that starts or finishes two hours or more outside the normal spread of hours.
- (b) Rosters shall be prepared on the basis of:
 - (i) Normal hours for the rostered employees being 38 hours per week averaged over a 2 week period.
 - (ii) Individual shifts being 7.6 hours.
 - (iii) At least 7 days notice shall be given where there is a requirement to work a roster that is outside the normal spread of hours unless agreed otherwise.
- (c) An employee rostered to work under this clause shall be paid 30% more than his/her substantive hourly rate for the 7.6 hours worked. Time worked in excess of the ordinary rostered hours shall be paid at the rate of double time unless otherwise agreed.
- (d) An employee who is rostered to work all their normal hours within the spread of hours and finishes work outside the spread of hours shall be paid overtime for all the actual time worked outside the spread of hours. Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. Time in Lieu provisions will not apply to work outside the spread of hours.

8.8 Accrued Time and Time Off in Lieu

The application of Accrued Time and Time Off in Lieu arrangements by Parks Victoria will be both fair and reasonable.

- (a) Accrued Time arrangements will apply to the ordinary working hours as described in Clauses 8.1 to 8.6.
- (b) Hours of work may be varied by agreement. Wherever practical the working of accrued time must first be approved by the manager. Agreement to such an alteration will not be unreasonably withheld, taking into account the personal/family circumstances of the employee and the work requirements of Parks Victoria. Where Parks Victoria and the employee agree to vary the hours of work which results in the accumulation of time a written record will be kept of accumulated time and authorised by the manager.

- (c) Accrued time off arrangements, the number of hours worked per day, and the conditions attached thereto may be altered in a particular work area by agreement.
- (d) Rescheduling hours of work within the spread of ordinary working hours shall be on an hour for hour basis.
- (e) Flexible working hours and time off in lieu provisions in this Agreement provide for an employee to take accrued time off in lieu on a regular basis, provided that such time off in lieu takes into account the local fire danger ratings (or other similar emergency provisions) and the personal requirements of the employee.
- (f) Accrued time up to 38 hours will be taken at a time that is convenient to Parks Victoria and the employee within 6 weeks of it being accrued, or such longer period as is mutually agreed. Approved accrued time beyond 38 hours will be paid at appropriate overtime rates for hours accrued after date of operation of this Agreement unless working hours have been varied by agreement as described in Clause 8.1 and above.

9. ADDITIONAL PAYMENTS AND BENEFITS

9.1 After Hours Stand-by

- (a) Parks Victoria may on occasion require an employee to be available for After Hours Stand-by (excluding Rostered Stand-by Employees as described in Clause 8.5 and standby relating to emergency work). An employee who undertakes After Hours Stand-by will be required to be available and contactable outside the ordinary spread of hours to respond or initiate a response to incidents during the period of After Hours Stand-by as required.
- (b) Employees required to undertake ad hoc After Hours Stand-by shall be entitled to a payment of \$70 per 8 hour day, or part thereof.

9.2 Overtime

Parks Victoria may on occasion require an employee to work reasonable overtime which shall be paid for at the appropriate overtime rates as prescribed below. The overtime provisions set out in this clause do not apply to emergency work related to wildfire suppression described in Appendix A, and for which special provisions as set down in Appendix A apply, except in relation to calculation.

(a) Requirement to work reasonable overtime

Subject to clause 9.2 an employer may require an employee to work reasonable overtime at overtime rates.

- (i) 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:
 1. any risk to employee health and safety;
 2. the employee's personal circumstances including any family responsibilities;
 3. the needs of the workplace or enterprise;
 4. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 5. any other relevant matter.

(b) Calculation of Overtime:

- (i) For the purpose of computation of overtime under this clause:
1. Overtime shall be based on the substantive rate of pay (as described) that the employee is receiving at the time the overtime is worked and shall be calculated to the nearest quarter of an hour.
 2. Each day of work shall stand alone except where overtime is continuous with the previous day.
 3. A day shall mean all time between midnight on any one day and midnight on the succeeding day.
 4. Approved overtime when worked and penalty rates for Public Holidays shall be calculated on the substantive rate of pay excluding any rostered allowances.

(c) Payment for Overtime:

- (i) Except as otherwise provided, payment for overtime shall be as follows:
1. All approved Weekday Overtime, other than on Public Holidays, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
 2. All approved overtime worked on a Saturday shall be paid at the rate of time and half for the first two hours and double time thereafter.
 3. All approved overtime worked on a Sunday shall be paid at the rate of double time.
 4. For Public Holiday provisions see Appendix B, Clause 1.
 5. All paid overtime will be subject to the maximum payment being based on the hourly rate of the following salary:

Effective Date	Rate (hourly rate of the annual salary)
7 May 2008	\$58,158
1 Oct 2008	\$59,903
1 Oct 2009	\$61,850
1 Oct 2010	\$63,860

9.3 Call Outs

- (a) Employees who are called out to respond to an incident (other than under Appendix A – Emergency Work) will be paid overtime for the actual time worked (including travel time) with a minimum payment of at least four hours.

9.4 Transport of Employees

- (a) When an employee who is not entitled to a travelling allowance, after having worked approved overtime or approved accrued time finishes work at a time when reasonable means of transport are not available, Parks Victoria will provide transport home. This provision may not apply when the employee has been given sufficient notification of the requirement to work overtime or approved accrued time to make alternate travel arrangements.

9.5 Rest Periods

- (a) Employees should have a rest period of at least 10 consecutive hours off duty between the work of successive days.

- (b) An employee so affected by a 10 hour break will not lose pay for normal hours lost whilst observing the 10 hour break.
- (c) If on the instruction of Parks Victoria an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for normal working time occurring during such absence.

9.6 Meal Allowance

- (a) An unpaid daily meal break of not less than 30 minutes shall be taken in accordance with the normal hours as prescribed in Clause 8 of this Agreement.
- (b) An employee who is required to continue duty beyond normal working arrangements as described in Clause 8 (and who will either be paid overtime for at least 2 hours or work at least 2 hours of approved accrued time) shall be:
 - (i) Granted a paid meal break, and subsequent paid meal breaks, provided that the employee has worked after the meal break; and
 - (ii) Paid a meal allowance of \$25.00, provided that the employee shall not be required to work for more than 5 hours continuously without a meal break. However, a meal allowance will not be payable for working less than 9.6 hours on a Public Holiday or during the application of any of the flexible working arrangements as described in Clauses 7 and 8.

9.7 Personal Expenses

- (a) From time to time, Parks Victoria employees will incur legitimate out of pocket expenses associated with their work activities.
- (b) All legitimate and reasonable expenditure incurred on behalf of Parks Victoria in the performance of agreed duties will be reimbursed to the employee.
- (c) All expense claims will require the approval of the local manager and must be adequately supported by receipts.

9.8 Carer Responsibilities

- (a) Where employees are required by Parks Victoria to work outside their normal hours of work and where less than 48 hours' notice of the requirement to perform such overtime work has been given by Parks Victoria, the employee will be reimbursed for reasonable carer responsibility expenses incurred.
- (b) Evidence of expenditure incurred by the employee must be provided to Parks Victoria as soon as possible after the working of such extra time. Employees are encouraged to clarify eligibility for this entitlement prior to incurring such expenses.

9.9. Shiftwork

9.9.1 General

- (a) The following provisions do not apply to work performed as outlined in **Clauses 8.4 to 8.7** - Hours of work. However, when necessary to respond to operational emergencies Parks Victoria may direct employees to work to a shiftwork roster.
- (b) Shiftwork rosters will provide for three consecutive shifts in each 24 hours. A shift shall be considered to fall on the day on which the majority of normal hours fall.

9.9.2 Shiftwork rosters

- (a) Shiftwork rosters shall be prepared on the basis of:
 - (i) ordinary shiftwork hours for the rostered employees being 38 hours per week averaged over each complete cycle of the roster;
 - (ii) individual shifts being eight hours including meal times;
 - (iii) rotation of rosters worked by individual employees unless the affected employees agree otherwise;
 - (iv) not more than eight shifts to be worked in any nine consecutive days providing each employee with at least one consecutive Saturday and Sunday off in every four week period;
 - (v) not being changed in structure or form without seven days notice being given.
- (b) A day shift will comprise any shift started at or after 7.00 a.m. and before 10.00 a.m.
- (c) An afternoon shift will comprise any shift started at or after 10.00 a.m. and before 8.00 p.m.
- (d) A night shift will comprise any shift started at or after 8.00 p.m. and before 7.00 a.m.
- (e) At least 72 hours notice will be given of a requirement to work to a roster.

9.9.5 Shift loadings

- (a) Afternoon or Night shift (except public holidays)
 - (i) When required to perform shift work on an afternoon or night shift on any day Monday to Friday inclusive (except a public holiday), an additional allowance at the rate of 15 per cent of the appropriate hourly rate for each hour of duty; and
 - (ii) When required to perform such duty continuously for a period exceeding four weeks on a shift:
 1. commencing before 8.00pm and continuing beyond 6.00am;
 2. falling wholly within the hours of 8.00pm and 6.00am; or
 3. commencing between 8.00pm and midnight and lasting for at least eight hours an additional allowance at the rate of 15 per cent of the appropriate hourly rate for each hour of duty in addition to the allowance specified in **Clause 9.9.5** above. This additional payment will not apply where, but for

mutual agreement, the Employee would be required to work rotating shift duty.

- (iii) A shift worker will be paid at a rate of time and a half for ordinary shift work hours on Saturday, double time for Sunday and double time and a half for public holidays.
- (iv) Time worked in excess of the ordinary shift work hours will be paid for at the rate of double time. This entitlement does not apply where the arrangement has been made between shift workers themselves.
- (v) An employee who works on an afternoon or night shift which does not continue:
 1. for at least five successive afternoon or night shifts; or
 2. for at least 38 ordinary hours
- (vi) shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

9.10 Prescribed Burn Allowance

- (a) An employee deployed to fire line duties at a prescribed burn will be paid an allowance as follows per hour or part thereof to cover all disabilities encountered during the operation.

Effective Date	Hourly Rate
7 May 2008	\$3.10
1 October 2008	\$3.20
1 October 2009	\$3.35
1 October 2010	\$3.50

- (b) A “prescribed burn” is a fire lit by either Parks Victoria or the responsible Department in vegetation (native or exotic) for regeneration purposes, wild fire prevention, and preparation for plantation development or wildlife or habitat management.
- (c) Provided that during the life of this Agreement, should the Department of Sustainability and Environment increase the allowance specified in this clause the parties agree to amend this clause to accommodate those changes.

9.11 Business Continuity/Short Term Deployment

- (a) Parks Victoria from time to time may by agreement assign existing employees to short term deployments to meet specific operational needs. These deployments would generally be, though not limited to, ensuring continuity of essential Parks Victoria operations (outside of the emergency) during periods of emergency management and recovery after an emergency event.
- (b) The short term deployment would generally be for a period no longer than three months. In exceptional circumstances could be extended to six months.
- (c) The provisions of this clause will not apply to employees who are deployed directly to emergency work. The provisions of “Appendix A Emergency Work” will apply to employees deployed to an emergency event.
- (d) Employees assigned to short term deployments will be fully reimbursed for any out of pocket and additional expenses incurred as a result of the deployment. This will

include the reimbursement of any reasonable family related expenses incurred. Examples of such expenses include, but are not limited to child care and boarding of pets.

- (e) Employees assigned to short term deployments will be paid a "Short Term Deployment Allowance" of \$120.00 per week to compensate for the inconvenience of the deployment. The employee must be deployed for at least 5 consecutive days to be eligible for the allowance.

9.12 Camping Allowance

- (a) Due to operational requirements (other than emergencies) Parks Victoria may from time to time require employees to reside at a location other than their usual place of residence. This may also include the need for employees to camp out. In such instances an allowance of \$24.00 per night will be paid to compensate for inconvenience and the use of personal equipment. The allowance will be payable in the following circumstances only:
 - (i) Where Parks Victoria requires the employee to camp out or reside in tented or temporary accommodation.
 - (ii) Where commercially provided accommodation is below an acceptable standard. Acceptable standards will include all types of hotels, motels and cabin accommodation with 3 star permanent standard.

3 Star standard must include:

Clean bed linen provided.

Appropriate heating and cooling.

Meals available either directly or indirectly.

House keeping cleans after each booking.

Ablution facilities that are in room or close to the room.

- (iii) Tidal River accommodation centre including the group lodges, other than tented accommodation, is considered an acceptable standard.
- (iv) Where employees are entitled to a camping allowance for a period of at least 5 consecutive days (4 nights) a weekly allowance will instead be paid at the rate of \$120.
- (v) An allowance of \$30.00 per night camped will be paid to employees incurring costs for the purchase of food. This allowance will not be payable in circumstances where Parks Victoria purchases an employee's food.

9.13 Ski Equipment Allowance

- (a) In the event that Parks Victoria requires an employee to undertake duties requiring the use of ski equipment and Parks Victoria requires that the employee utilise their own ski equipment, the employee will be entitled to a one off payment of \$350.00 per ski season towards the purchase and maintenance of that equipment.

9.14 Remote Location Allowance and Attraction Allowance

- (a) Parks Victoria recognises that, because of the nature of its business, some employees may be required to work from locations that are considered to be isolated, and remote from Melbourne and major regional centres. Parks Victoria will assist employees who are relocated to, and work from, a remote location in accordance with this clause.

- (b) For the purpose of this clause:
- (i) “Remote locations” are determined but not limited to the following criteria:
 - 1. Availability of defined essential services at the workplace location.
 - 2. Availability of defined lifestyle (including recreational/cultural) services at the workplace location.
 - 3. Availability of suitable accommodation within 1 hour of the workplace location.
 - 4. Number of (full time equivalent) Parks Victoria employees based at the workplace.
 - 5. Distance of the workplace from the Regional or District office.
 - 6. Distance from Melbourne CBD.
 - (ii) The “level of Remoteness” can fall into 4 distinct categories:
 - 1. Extremely Remote;
 - 2. Highly Remote;
 - 3. Remote; or
 - 4. Not Remote.
 - (iii) “Family” can include any or all of the following:
 - 1. The spouse of the employee (including de facto, as recognised by the Australian Taxation Office);
 - 2. Each child of the employee of or below the age of 18 years;
 - 3. Each child of the employee above the age of 18 years and of, or below, the age of 25 years whilst such child remains a student in full-time education or training at a recognised educational institution or as an indentured apprentice; and
 - 4. Any other person who is part of the employee’s household and who is substantially dependent on the employee for his or her welfare.
- (c) Eligibility and Entitlement
- (i) An employee shall be eligible to receive a Remote Location Allowance (as specified in Sub-clause (d)) in situations where:
 - 1. The employee is working from a remote workplace for more than 6 consecutive weeks; and
 - 2. The accommodation is not otherwise being paid for by Parks Victoria; and
 - 3. The employee is either:
 - a. required by Parks Victoria to be resident in that location; or
 - b. compelled to be resident at, or within close proximity to, a remote location due to the lack of suitable accommodation within a one hour radius (travel time) of the workplace.
 - (ii) An eligible employee shall be entitled to receive half (50%) of the Remote Location Allowance specified for his/her workplace if eligibility criteria (c)(i) 1 and 2 are met but the employee is not required or compelled to be resident in a remote location owing to the availability of suitable accommodation in a major township within one hour of the workplace.

(d) Attraction Allowance

- (i) In addition to the allowance in this clause employees in remote locations may receive a one off Attraction payment at the rate specified in the table below at the commencement of residence at the location. This is an added inducement to attract employees. The General Manager Regional Management or his/her delegate are to approve one off payments. The Attraction allowance shall not be payable to employees who are requesting to transfer for lifestyle reasons or for existing local residents.

(e) Quantum and Payment

- (i) The Remote Location Allowance (RLA) rates are directly linked to whether the employee is with, or without, dependents, and are only payable whilst the employee works from a remote location.
- (ii) Any amounts paid to employees are subject to PAYE deductions:

Remote Status	Value With Dependents	Value Without Dependents	Attraction Payment	Remote Workplace Locations
Extremely Remote	\$4,840 per annum.	\$3,050 p.a.	\$3,500	Gabo Island; Wilsons Promontory Lighthouse.
Highly Remote	\$3,650 p.a.	\$2,440 p.a.	\$2,700	Bendoc; Cann River; Dargo; Hattah; Mallacoota; Underbool; Wyperfeld; Yaaheet; Speed, Rainbow; Hopetoun; Werrimul
Remote	\$2,210 p.a.	\$1,500 p.a.	\$1,500	Buchan; Loch Sport; Mt Buffalo; Omeo; Tidal River; Yanakie, Casterton, Nhill
Not Remote	Nil	Nil	Nil	All other workplace locations.

- (iii) The remoteness of individual workplaces may be reviewed over the life of this Agreement by the consultative committee against the criteria identified in Sub-clause (b)(i). Should a workplace's level of remoteness score change then the 'Remote Status' rating and payment to employees will be adjusted accordingly.

10. EQUAL OPPORTUNITY, SAFETY AND REHABILITATION

10.1 Equal Opportunity

- (a) Parks Victoria will fulfil its ethical and legal responsibilities to provide a work environment which is free from discrimination or harassment.
- (b) Parks Victoria is committed to achieving equal opportunity in employment for all employees as a means of increasing the effectiveness of the organisation and recognising the true potential of individuals. Equal opportunity will be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment, including decisions on redundancies, retrenchments and terminations.

- (c) All employees or applicants for positions will have access to employment, promotion, training, transfers and other benefits of employment on the basis of merit and will be assessed on their skills, qualifications, abilities prior work performance and aptitudes.

10.2 Occupational Health and Safety

- (a) Parks Victoria is committed to providing a safe and healthy working environment for all its employees. Parks Victoria recognises that it is the responsibility of management working in cooperation and consultation with employees to ensure ongoing active prevention of injury and illness in all workplaces through a comprehensive Occupational Health and Safety Program.
- (b) Parks Victoria recognises and accepts its obligations under the Occupation and Safety Act 2004 and to assist in the rehabilitation of employees who are injured or ill as a result of their work.
- (c) Parks Victoria will take all necessary and practical steps to provide and maintain a healthy and safe workplace environment which is free of harassment and bullying.

10.3 Accident Pay

- (a) Parks Victoria 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 Parks Victoria pursuant to the provisions of the relevant Victorian Workers Compensation Legislation.
- (b) "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 relevant Victorian Workers Compensation Legislation and the employee's average weekly earnings, or where the incapacity is for a lesser period than 1 week the difference between the amount of such compensation and the annual rate of pay for that period.
- (c) "Average weekly earnings" shall be determined having regard to Rostered Weekend Work and any additional allowances regularly paid to an employee for performing his/her normal duties over the preceding 12 months.
- (d) Parks Victoria shall pay or cause to be paid accident make-up pay during the incapacity of the employee within the meaning of the relevant Victorian Workers Compensation Legislation. Such payment shall not be paid:
 - (i) In excess of a continuous period of 52 weeks; or
 - (ii) In excess of an aggregate period of 52 weeks in respect of a particular injury or incapacity; without the approval of Parks Victoria.
- (e) The liability of Parks Victoria to pay accident 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 and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of Parks Victoria to pay accident make-up pay as provided in this clause.
- (f) In the event that the employee receives a lump sum in redemption of weekly payments under the relevant Victorian Workers Compensation Legislation the liability of Parks Victoria to pay accident make-up pay in relation to that injury shall cease from the date of such redemption.

- (g) 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 accident make-up pay payments made under this clause.
- (h) Where an employee is off duty as a result of an injury or accident for which Parks Victoria is liable for accident 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.
- (i) For an injury incurred prior to the proclamation of the Victorian Accident Compensation Act 1985, reference to that Act shall be deemed to be references to the Victorian Workers Compensation Act.

10.4 Employee Assistance Program

- (a) Parks Victoria shall provide employees with access to independent and professional trauma management and counselling services in connection with their work in accordance with Parks Victoria's Employee Assistance Program.

11. PUBLIC HOLIDAYS AND LEAVE PROVISIONS

Appendix B to this Agreement has effect.

12. MANDATORY DECLARATIONS FOR NON CONSTITUTIONAL CORPORATIONS

12.1. Declaration concerning the basic periodic rate of pay

"For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

- (f) if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the Commonwealth Powers (Industrial Relations) Act 1996 of Victoria:
 - (i) was a declared work classification under the Employee Relations Act 1992 of Victoria; or,
 - (ii) had been declared by the Employee Relations Commission of Victoria to be an interim work classification - the basic periodic rate of pay attaching to that classification.
- (g) if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the rate of pay specified in, or worked out in accordance with a method specified in, the Workplace Relations Regulations 2006.

- (h) if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the standard Federal Minimum Wage.”

AND

12.2. Declaration concerning the casual loading

“For as long as a casual employee is covered by the agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the Workplace Relations Act 1996.”

APPENDIX A: EMERGENCY WORK

1.0 Introduction

- (a) This clause relates to the actions taken in response to the outbreak of a wildfire or other emergency as designated by Parks Victoria or the appropriate authority.
- (b) Should any relevant provision of the Parks Victoria Certified Agreement 2008 provide terms and conditions of employment that are inconsistent with all or any of the terms of Appendix A then the terms of this Appendix will prevail.
- (c) Provided that during the life of this Agreement, should the Department of Sustainability and Environment (DSE) increase the remuneration rates, conditions or benefits applying to emergency work in DSE (as specified in Appendix 9 of the Victorian Public Service Agreement 2006) the parties agree to amend this Appendix to accommodate those changes.

1.1 Retention of classification

- (a) An employee will retain the classification upon which he/she was employed immediately prior to the outbreak of an emergency, provided that Parks Victoria may for the purpose and during any period of emergency work operations specifically assign an employee to another classification for which a higher wage rate is prescribed in which case appropriate payment will be made.

1.2 Normal hours of work

- (a) The weekly total of hours paid at ordinary time will not exceed 38 per week, excluding paid rest breaks as per Clause 1.5, to be worked in accordance with the normal accrual provisions.

1.3 Work period

- (a) The minimum work period, except as provided by Clauses 1.10 and 1.11 will be 7.6 hours per day.

1.4 Rest period

- (a) Wherever reasonably practicable an employee will receive a rest period of at least 10 continuous hours between successive work periods.
- (b) An employee must not commence a new work period without having had 8 continuous hours off duty unless directed by Parks Victoria.
- (c) If an employee is directed by Parks Victoria and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.
- (d) Where the emergency arrangements require a weekly employee to have a rest period which exceeds sixteen (16) hours, the employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.

- (e) Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.
- (f) Where an employee, who is scheduled for a rest break but for operational reasons, is required to remain in a fire/emergency base camp on a Saturday and/or Sunday, the employee will be paid for a minimum of 7.6 hours for each day they remain in the base camp at the appropriate weekend rates.

1.5 Paid rest period

- (a) If a work period exceeds (sixteen) 16 hours an employee will at the conclusion of such work period receive a rest period of at least 8 hours duration, and will be paid an amount equivalent to 7.6 hours pay at substantive rates. The 7.6 hours paid rest is to be paid in full and not offset against the next commencing time.

1.6 Meal interval

- (a) Meal intervals will not exceed 30 minutes and will be counted as time worked.

1.7 Monday to Friday payment

- (a) All time worked on any Monday to Friday (including time worked prior to emergency work) will be paid for at the rate of ordinary time for the first 7.6 hours and at the rate of time and one half for the next 2 hours, and at the rate of double time thereafter. Provided that:
 - (i) The wage rate will revert to ordinary time when the Employee has received a rest period of 8 hours; and
 - (ii) When penalty rates are being paid, and a work period extends beyond midnight, such penalty rates will continue until the end of the work period.

1.8 Saturday work

- (a) Except where the provisions of Clause 1.7 (ii) apply all time worked by an employee on a Saturday will be paid for at the rate of time and one half for the first two hours and at double time thereafter.

1.9 Sunday and holiday work

- (a) All time worked by an employee on a Sunday will be paid for at double the substantive prescribed rate and for all time worked on a public holiday at two and one half times the substantive prescribed rate.

1.10 Stand-by

- (a) Stand-by will mean all time during which an employee is required to remain available for an immediate recall to work.
- (b) An employee on stand-by will be available either at his/her home or at such other place as is mutually agreed with Parks Victoria.
- (c) The Stand-by allowances will be as follows:

Effective Date	Stand-by Per Hour	Stand-by Per Hour – For Employees Who Undertake Fitness Requirements
7 May 2008	\$11.20	\$13.10
1 Oct 2008	\$11.50	\$13.50
1 Oct 2009	\$11.90	\$13.95
1 Oct 2010	\$12.30	\$14.40

- (d) Stand-by for employees on Saturdays, Sundays and Public Holidays will mean an eight hour period between 10.00am and 6.00pm. Where fire conditions dictate, the stand by may be extended past 6.00pm and paid according to the rate specified in Clause 1.10 (c).
- (e) An employee who is rostered to stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by payment for each day so rostered.
- (f) Provided that the employee will be entitled to only 4 hours stand-by pay for each day so rostered if, by normal knock off time on the preceding day if that day is an ordinary working day or 5.00 pm otherwise, he/she is notified that stand-by for that Saturday, Sunday and/or Public Holiday has been cancelled.
- (g) During the period from November to April Parks Victoria may, on any normal week day which has a high fire danger rating, place an employee on stand-by at the cessation of the normal working time for the day and/or his/her departure from the place where he/she normally ceases work for the day. Payment will be made from the normal time of cessation of work at the rate as provided in Clause 1.10 (c).
- (h) Where an employee is called upon to perform fire fighting work on any day that he/she is on stand-by, he/she will in addition to his/her entitlements under Clause 1.11, be paid for all stand-by performed on that day which is not paid for under Clause 1.11.
- (i) Where an employee is a designated Duty Officer on stand-by and is required to be the primary contact for initiating the response to an incident and to manage the preparedness in relation to potential emergency incidents, that employee while performing this function will be paid the relevant rate as follows:
- (i) The day/night rate of Duty Officer stand-by will be as follows:

Effective date	Day/Night Rate
7 May 2008	\$232.20
1 Oct 2008	\$239.20
1 Oct 2009	\$247.00
1 Oct 2010	\$255.00

(ii) The night rate of Duty Officer stand-by will be as follows:

Effective Date	Night Rate
7 May 2008	\$83.80
1 Oct 2008	\$86.30
1 Oct 2009	\$89.10
1 Oct 2010	\$92.00

(iii) The day rate (weekend) of Duty Officer stand-by will be as follows:

Effective Date	Day Rate (Weekend)
7 May 2008	\$148.30
1 Oct 2008	\$152.70
1 Oct 2009	\$157.70
1 Oct 2010	\$162.80

1.11 Callout

- (a) An employee recalled to perform work in, or in connection with, wild fire fighting or other emergency will be paid for a minimum for four (4) hour's work at the appropriate penalty rate each time he/she is so recalled. Provided that the employee will not be required to work the full 4 hours if the job for which he/she is recalled is completed in a shorter period.
- (b) In addition to this initial four (4) hours, if work continues for more than this period, the employee will be paid for the actual time worked, at appropriate penalty rates.
- (c) If an employee is recalled to duty within 4 hours of ceasing a previous work period, then the total work period prior to re-commencement of work on the recall will be taken into account when calculating the hours of duty for the day, and also be used for the purposes of calculating a 16-hour work period.

1.12 Travelling time

- (a) All time spent by an employee in proceeding to and from a wild fire (as defined) or other emergency at the direction of Parks Victoria will be regarded as time worked. Payment will commence from, and cease at, Parks Victoria's depot, camp or normal pick-up place in the home district provided that:
 - (i) An employee deployed to a fire sector (as defined), travelling directly to or from that fire sector, will have that travelling time included as fire fighting time for the purposes of Clauses 1.7 and 1.18.
 - (iii) Time spent travelling to or from a distant depot, camp, office or staging point (from where an employee will receive deployment instructions) will count as time worked, however it will not attract payments under Clause 1.18.

1.13 Resumption of normal duties

- (a) An employee must not commence normal duty without having had 10 continuous hours off duty unless directed by Parks Victoria.
- (b) Each employee who has been engaged on emergency work will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.
- (c) Provided that an employee who has been camped out for at least 3 nights will be entitled to a clear break of 12 hours.
- (d) Provided further that this provision will not apply with respect to any emergency work commenced and completed between the hours of 7.00am and 5.00pm on the same day.
- (e) The emergency response provisions of this Appendix cease to apply when, as determined by Parks Victoria or the appropriate Authority, emergency work becomes of a routine nature and integrated with normal daily operations. This would occur only after an emergency has reached at least "controlled" status (as defined).

1.14 Provision of meals

- (a) Parks Victoria will provide the usual 3 meals per day, provided that where an employee is required to work at night Parks Victoria will provide suitable provisions at reasonable intervals. All food supplied by Parks Victoria will be free of charge.

1.15 Camping facilities

- (a) Where employees are camped Parks Victoria so far as is reasonably practicable will provide adequate sleeping, ablution, and messing facilities.

1.16 Camping allowance

- (a) An employee required to camp will be paid a combined incidental/disability allowance specified in the table below per night to compensate for the conditions at an emergency camp:

Effective Date	Rate Per Night
7 May 2008	\$28.10
1 Oct 2008	\$28.90
1 Oct 2009	\$29.80
1 Oct 2010	\$30.80

1.17 Footwear and clothing

- (a) All employees engaged on relevant firefighting duties will be issued with appropriate safety clothing, footwear and equipment according to Department of Sustainability & Environment Issue Schedules and will maintain these items and wear such items as required.

1.18 Fireline Allowance

- (a) An employee deployed from his/her depot or camp directly to a 'fire sector' (as defined) will be paid an allowance as follows per hour, or part thereof, for all time so deployed, excluding travelling time as described in Clause 1.12 (b)

Effective Date	Rate Per Hour
7 May 2008	\$4.40
1 Oct 2008	\$4.50
1 Oct 2009	\$4.65
1 Oct 2010	\$4.80

- (b) This allowance is to compensate for:
- (i) All disabilities encountered whilst fire fighting, including the dirty nature of the work; and
 - (ii) Any ordinary time worked under the Wild Fire Fighting provisions, outside the normal spread of hours.
- (c) The Fireline Allowance replaces the previous Firefighting Disability Allowance, the Shower Time Allowance and the additional 75 cents per hour previously described by clauses (t), (w) and (g)(iii) of Schedule E of the CNR/SPSF Collective Employment Agreement 1995/96.
- (d) The Fireline Allowance will be paid to air base personnel involved in retardant mixing and aircraft marshalling.

1.19 Emergency Support Allowance

- (a) Any Support Employees deployed from his/her depot, excluding travelling time as described in Clause 1.12(b), to perform duties will be paid an allowance as follows per hour, or part thereof:

Effective Date	Rate Per Hour
7 May 2008	\$1.45
1 Oct 2008	\$1.50
1 Oct 2009	\$1.55
1 Oct 2010	\$1.60

- (b) This allowance is to compensate for:
- (i) The nature of the work; and
 - (ii) Any ordinary time worked under the emergency provisions outside the normal spread of hours.
- (c) The Emergency Support Allowance replaces the previous Shower Time Allowance and the additional 75 cents per hour previously described by Clauses (w) and (g)(iii) of Schedule E of the CNR/SPSF Collective Employment Agreement 1995/96.

1.20 Allowance for missed meal

- (a) In accordance with the provision of Clause 1.14 Parks Victoria will make every reasonable effort to provide meals to those deployed at an emergency. In those cases

where a meal is not provided for a planned meal break, a meal will be provided after the completion of the shift and a missed meal allowance as follows will be paid:

Effective Date	Rate
7 May 2008	\$25.80
1 Oct 2008	\$26.60
1 Oct 2009	\$27.50
1 Oct 2010	\$28.40

- (b) Where on days of high fire danger index rating employees are required to remain in their depot beyond 7.00pm a suitable evening meal will be provided. Where a meal is unable to be provided a missed meal allowance will be paid.

1.21 Incident Control Team Payments

- (a) The following table applies to employees while performing the role of Controller, Logistics, Planning or Operations Officer:

ICT Position	Type 1	Type 2	Type 3
Controller	Top VPS Grade 3.1	Top VPS Grade 4	Top VPS Grade 5
Planning	Top VPS Grade 3.1	Base VPS Grade 4	Mid VPS Grade 5
Logistics Officers	Top VPS Grade 2.1	Base VPS Grade 4	Mid VPS Grade 5
Operations	Top VPS Grade 2.1	Base VPS Grade 4	Mid VPS Grade 5

- (b) Employees will be paid at their substantive rates or at the incident responsibility rates whichever is the greater. Payment will be made at the completion of the fire season.
- (c) Employees must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of 7.6 hours to receive incident responsibility rates.
- (d) If an employee performs more than one of the Incident Control Team Functions in one 7.6 hour period, that employee will be paid at the higher rate if they perform that role for more than 50% of the period.

1.22 Payment of Overtime Ceiling

- (a) An employee who is in receipt of salary up to the maximum of Grade 8 under this Agreement is eligible to receive payment for overtime and stand-by in respect to fire suppression duties. Payment for overtime worked will be subject to the maximum payment being based on the hourly rate of the following salary (formerly the midpoint of a VPS 3):

Effective Date	Rate (Hourly Rate of the Annual Salary)
7 May 2008	\$58,158
1 Oct 2008	\$59,903
1 Oct 2009	\$61,850
1 Oct 2010	\$63,860

1.23 Definitions

- (a) Fire Sector means a defined section of the control line being used to contain a wild fire or being constructed to control a wild fire or being constructed as a backup to other lines being used to control the wild fire.
- (b) Wild fire means an unplanned and uncontrolled fire where suppression action must be initiated, or a major breakaway from a planned fire requiring additional resources to that scheduled for the operation.
- (c) Wild fire status means the categorisation of a wild fire into one of the four following definitions:
 - (i) **Going** - Fire is expanding in a certain direction or directions.
 - (ii) **Contained** - Fire spread has been halted, but may still be burning freely within the perimeter or fire control lines. Fire requires continuous suppression action (e.g. completion of control lines, burning out operations, blacking out and mopping up) to bring about a "Controlled" situation.
 - (iii) **Controlled** - The complete perimeter of a fire is secure and no breakaway is expected. Routine patrol work (blacking out/mopping up) only required.
 - (iv) **Safe** - No further suppression action or patrols are necessary.

APPENDIX B: PUBLIC HOLIDAYS AND LEAVE PROVISIONS

1.0 Public Holidays

(a) Eligibility and Entitlement

- (i) An employee (other than a casual) shall be entitled to the following holidays without loss of pay:
 1. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
 2. The following days as prescribed in the State of Victoria: Australia Day, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day and any other declared and gazetted public holiday.
 3. An employee, including a Casual, who works on a public holiday as prescribed in this clause shall be paid his/her substantive hourly rate plus time and a half.

(b) Conditions

(1) Melbourne Cup Day Substitution

- (a) Employees who work in rural and country Victoria may by agreement substitute Melbourne Cup Day for another day. This could include a regional holiday.
- (b) Should a substitute day be agreed penalty rates do not apply for hours worked on Melbourne Cup Day.

(2) Holidays in lieu of a Saturday or Sunday

- (a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (d) When Christmas Day falls on a Saturday or Sunday and a substitute day is declared, Christmas Day is declared an extra rostered working day per Clause 8.4(c) attracting payment of a 75% penalty plus a day off.

(3) Payment for Days Worked

An employee who is rostered to work on a public holiday may by agreement between the employee and Parks Victoria be paid either:

- (i) 7.6 hours normal pay plus time and a half for hours worked; or
- (ii) 7.6 hours normal pay plus half time for hours worked plus equivalent time off duty on an hour for hour basis for hours worked.

(4) Public Holidays not Worked

There shall be no entitlement to payment for a public holiday not worked unless the employee has worked as required by Parks Victoria the working day immediately before and the working day immediately after such a public holiday, or is absent with the permission of Parks Victoria, or is absent with reasonable cause. Absence arising by termination of employment by the employee shall not be a reasonable cause.

2.0 Annual Leave

(a) Eligibility and Entitlement

An employee shall be entitled to a period of 152 hours (20 days) leave per annum after 12 months continuous service (inclusive of the period in which accrued annual leave is to be taken). The period of 152 hours leave per annum, accruing on a fortnightly basis, applies to Full Time employees, with Part-Time, Seasonal and Fixed Term employees being entitled to annual leave on a pro-rata basis.

(b) If an Employee, other than a casual Employee or a Rostered Week-end Employee, works his or her ordinary hours in accordance with a shiftwork roster as described in **Clause 9.9**, the Employee will be entitled to additional recreation leave as follows:

- (i) where his or her rostered time of ordinary duty includes at least ten Sundays during the recreation leave accrual year, an additional one week's recreation leave; or
- (ii) where his or her rostered time of ordinary duty includes less than ten Sundays during the recreation leave accrual year, additional leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.

(c) Calculation of Service

In calculating service for the purpose of this clause:

- (i) all periods of paid leave, including public holidays, shall be counted as service; and
- (ii) no periods of unpaid leave shall count as service, other than periods of unpaid leave of less than twelve months for which compensation is payable under Act(s) of Parliament relating to Accident Compensation.

(1) Taking of Annual Leave

- (i) Annual leave shall be approved and taken at a time which is convenient to the needs of Parks Victoria, but as far as is practicable the wishes of the employee shall be considered when determining the time for taking annual leave. A reasonable period of notice will be required for taking annual leave dependent on its duration, unless this period of notice is not possible due to special circumstances. Staff will annually develop an indicative annual leave plan in consultation with their manager.
- (ii) To assist employees in balancing their work and family responsibilities, by agreement between Parks Victoria and the employee, annual leave may be taken at any time within a period of 24 months from the date on which it falls due. Also an employee may elect, with the consent of Parks Victoria, to take annual leave in single periods not exceeding 10 days in any calendar year on a

time or times agreed between them. Parks Victoria may direct an employee to take a period of paid annual leave if the employee has accumulated an annual leave credit of 40 days (pro rata for part time employees) or more over two years. In this situation, Parks Victoria may direct the employee to take up to one quarter of his or her accumulated annual leave credit.

- (iii) By agreement with Parks Victoria, annual leave may be taken:
1. in advance by up to 10 days (based on a Full Time employee) with the Senior Manager's approval, or no more than 20 days with the General/Regional Manager's approval); and
 2. at double the time at half pay, for a minimum period of 5 days in any one block, provided that sufficient notice is provided.

(2) Leave Payment

If requested, and sufficient notice is provided to Parks Victoria's payroll section, the employee shall be paid in advance the wages/salary which would ordinarily be payable during the period of annual leave. This shall be the employee's annual rate of pay had the employee been on duty.

(3) Pay Where Annual Leave Not Taken

An employee who has become entitled to annual leave, who either resigns or has their services terminated, shall be entitled to be paid his/her annual rate of pay for any portion of such leave not yet taken, at the date of resignation or termination.

(4) Leave in Advance

When an employee has taken annual leave in advance and resigns or has his/her employment terminated prior to completing the year of service to which the leave was applicable, and the leave taken in advance exceeds his/her leave entitlement, Parks Victoria shall be entitled to obtain from the employee a refund, of an amount for any annual leave taken, in excess of the leave accrued, at the date of termination.

3.0 Personal Leave

3.1 Definitions

- (a) The term "**immediate family**" includes:
- (i) The Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis although not legally married to the Employee;
 - (ii) A child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, in-law or sibling of the Employee or the Employee's spouse or de facto spouse; and

- (iii) Any person who is a member of the Employee's household who is substantially dependent on the employee for his/her welfare.
- (b) **"Certificate"** means a certificate of incapacity given by a legally qualified medical practitioner, registered naturopath, registered dentist, registered physiotherapist, registered chiropractor, registered osteopath or registered optometrist.
- (c) **"Full Pay"** means the daily rate of pay of an employee for the ordinary hours of work, inclusive of any annualised annual leave loading and annualised allowances (such as rostered weekend work), calculated at the annual rate of pay.

3.2 Amount of paid personal leave

- (a) Paid personal leave is available to an employee, other than a casual employee, when they are absent:
 - (i) Due to personal illness or injury;
 - (ii) For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (b) An employee, other than a Casual employee, shall be entitled to personal leave for a period of 114 hours (15 days) on full pay after 12 months continuous service (inclusive of the period in which accrued sick leave may be taken). The period of 114 hours shall accrue fortnightly, and in respect of the first year of service, an employee shall be entitled to leave of absence on a pro rata basis. Part-Time and Fixed Term employees shall be entitled to sick leave on a pro rata basis.

3.3 Calculation of service

- (a) In calculating service for the purpose of this clause:
 - (i) all periods of paid leave, including public holidays, shall be counted as service;
 - (ii) no period of unpaid leave shall count as service; and
 - (iii) any period of absence in excess of 12 months for which workers compensation is payable shall not be counted as service.

3.3 Accumulation of personal leave

Unused personal leave accumulates from year to year.

3.4 The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

3.5 Broken service

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

3.6 Personal leave for personal injury or sickness

Full-time employees may take up to the full amount of their personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

3.7 Personal leave to care for an immediate family or household member

- (a) Subject to 3.7(b), a full-time employee is entitled to use any of their personal leave which accrues after 9 June 1995 to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) The entitlement in 3.7(a) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

3.8 Employee must give notice

- (a) An employee who is prevented by illness or injury from attending work must, as soon as practicable on the first day of such absence, notify or arrange to have notified his/her Supervisor of the anticipated duration of absence. Where the absence extends beyond the period notified the employee shall, prior to the commencement of the extended period of absence, notify his/her Supervisor of the amended anticipated duration of absence.
 - (i) All employees absent on account of personal illness or injury shall on the first day of resuming work make written application for sick leave for the period involved.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - name of the person requiring care and support and their relationship to the employee;
 - reasons for taking such leave; and
 - estimated length of absence.

3.9 Evidence supporting claim

- (a) A medical certificate must be produced for the total period of any absence (due to sick leave) in the following circumstances:
 - (i) If any period of sick leave extends beyond 2 days.
 - (ii) If in any calendar year sick leave unsupported by a certificate exceeds a total of 5 days, in which case a certificate shall be required to cover any further periods of sick leave.
 - (iii) If sick leave is taken contiguous to a public holiday.
 - (iv) If sick leave is taken during the prescribed period of notice of termination of employment, or resignation.
- (b) In respect of Sub-clause 3.1 (b):

- (i) Certificates from chiropractors, naturopaths, physiotherapists, osteopaths, chemists and optometrists will be accepted for a maximum of 5 days per annum in aggregate.
 - (ii) Leave to attend for dental treatment shall, if supported by a dental appointment card, be treated as if it were sick leave supported by a certificate.
 - (iii) Where it is not possible for the employee to obtain a medical certificate, a statutory declaration, which states that the employee is ill and is unable to obtain certification for specified reasons, will be accepted.
- (c) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, 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.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

3.10 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 15.2 hours) of unpaid leave per occasion, provided the requirements of 3.8 and 3.9 are met.

3.11 Public Holidays

If a public holiday occurs during any period of paid sick leave, such public holiday shall be regarded as not being part of the leave and be paid as a public holiday.

3.12 Independent Medical Assessment

When required by Parks Victoria, following consultation with the employee, the employee shall attend for medical examination by an agreed medical practitioner. To this end, Parks Victoria will establish a panel of independent medical practitioners.

4.0 Casual Employment – Caring Responsibilities

- (a) Subject to established notice requirements and evidence requirements for bereavement leave or leave taken to care for members of the employee's immediate family or household who are sick and require care and support, casual employees are entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.

- (iii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 2 days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

5.0 Long Service Leave

(a) Interpretation

- (i) In this clause, unless inconsistent with the context or subject matter:
 - 1. “**Authority**” means any Australian Government or State Government Department or any public statutory authority, Municipality or Local Government Authority created under the laws of the Commonwealth of Australia or those of a State of Australia.
 - 2. “**Employee**” means any person covered by this Agreement, including an “Eligible Casual Employee”
 - 3. “**Annual Salary**” in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at his/her Annual rate of pay, but shall not include any sum due or paid for relieving in a higher position.
 - 4. “**1 Week**” means 38 hours.
- (iv) For the purposes of definition of “Annual Salary” in the preceding paragraph, where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period of twelve (12) months immediately prior to the date of accrual to the employee of the entitlement.

(b) Eligibility and Entitlement

- (i) An employee shall, subject to and in accordance with this clause, be entitled to:
 - 1. Thirteen (13) weeks leave on Annual Salary on the completion of ten (10) years continuous service with Parks Victoria; and thereafter, to
 - 2. Six and one half (6 1/2) weeks leave on Annual Salary on the completion of each subsequent period of five (5) years continuous service with Parks Victoria.

Part-Time and Eligible Casual employees shall be entitled to long service leave on a pro rata basis.

- (ii) An employee may access this entitlement, on a pro-rata basis, after an initial seven (7) years of continuous service.
- (iii) Employees who have completed seven (7) or more years continuous service with Parks Victoria and cease to be employed by Parks Victoria shall, unless

such cessation is due to termination of employment on the grounds of serious or wilful misconduct, be entitled to:

1. Payment in lieu of accrued long service leave on Annual Salary, as provided in paragraph (b)(i) of this sub-clause; together with
 2. A period of long service leave on Annual Salary as equals one fortieth (1/40) of the period of continuous service after the last accrual of entitlement to long service leave.
- (iv) Employees who have completed at least four (4) but less than seven (7) years continuous service with Parks Victoria, and whose employment is terminated either:
1. By Parks Victoria on account of illness or incapacity; or
 2. By the employee on account of:
 - a. attaining an optional age of retirement; or
 - b. invalidity,
 - c. shall be entitled to such payment in lieu of long service leave on Annual Salary on the basis of one tenth (1/10) of thirteen (13) weeks leave for each completed year of service.
- (v) If an employee who is entitled to any amount of long service leave dies before or whilst taking any period of such leave, the personal representative of such employee shall be paid:
1. A sum equal to the amount of Annual Salary that would have been payable to the employee in respect of the period of long service leave not taken less any amount already paid to the employee in respect of any such leave taken; and
 2. In respect of any period (hereinafter called the fractional period) of such continuous service which is after the last accrual of entitlement to long service leave as provided in Sub-clause (b)(i), a sum equal to the amount of Annual Salary for a period equalling one fortieth (1/40) of such fractional period.
- (vi) If an employee who has completed at least four (4) but less than seven (7) years continuous service with Parks Victoria dies whilst still in the employ of Parks Victoria, there shall be payable to the personal representative of such employee a sum equal to the amount of Annual Salary for a period equalling one tenth (1/10) of thirteen (13) weeks leave for each completed year of service.
- (vii) Employees whose employment is terminated for serious or wilful misconduct shall have no entitlement under this clause.

(c) Calculation of Service

- (i) For the purpose of calculating long service leave entitlement, service shall be deemed to be continuous notwithstanding:
1. The taking of any annual leave or long service leave;
 2. Any approved absence from work with pay on account of personal illness/injury;
 3. Any approved absence from work without pay on account of personal illness or injury;

4. The dismissal of an employee if re-employed within a period not exceeding two (2) months from the date of dismissal;
 5. The termination of the service of an employee, by Parks Victoria, on account of fluctuating workforce requirements or similar cause providing such employee is recalled to duty within a twelve (12) month period;
 6. Any interruption arising directly or indirectly from an industrial dispute;
 7. Any parental leave absence from work of an employee for a period not exceeding twelve (12) months;
 8. Any approved absence from work on account of private business; or
 9. Any absence from work on account of injury or illness arising out of or in the course of the employee's employment for which workers compensation is payable under an Act of Parliament relating to workers compensation.
- (ii) In calculating the period of continuous employment of an employee, any absence of the kind mentioned in sub-paragraphs (c)(i) (1) and (2) inclusive shall be counted as part of the period of employment, but:
1. Any absence or interruption of the kind mentioned in sub-paragraphs (c)(i) (3) to (8) inclusive; and
 2. Any absence or interruption in excess of twelve (12) months of the kind mentioned in sub-paragraph (c)(i) (9) of this sub-clause;
shall not be counted as part of the period of employment.

(d) Reciprocal Service

- (i) For the purpose of calculating long service leave entitlement, service with any other Public Authority or Authorities shall be taken into account to the extent approved by Parks Victoria, subject to the following conditions:
1. Provided that Parks Victoria will not accept any financial liability for any accrued long service leave excepting for service with Parks Victoria; and
 2. Any break in service between terms of employment with another authority shall not exceed 12 months; and
 3. A full and true disclosure of all particulars of such previous continuous service has been made prior to appointment to Parks Victoria's service - such particulars shall be subject to verification by the Authority or Authorities concerned; and
 4. No credit shall be given for any period of leave for which long service leave has been granted or for which payment in lieu of long service leave has been made.
- (ii) The taking of long service leave shall not be permitted unless the combined qualifying period is at least seven (7) years.
- (iii) In the event of the resignation of any such employee from Parks Victoria's service no payment in lieu of long service leave shall be made unless the combined qualifying period is at least seven (7) years.
- (iv) Where an employee has completed four (4) but less than seven (7) years combined continuous service, then in the event of death whilst in the service of Parks Victoria or retirement or the termination of service on account of illness or incapacity, full credit shall be given for the reciprocal service in calculating payment due for long service leave provided, however, that payment shall only be made in respect of combined completed years of service.

- (v) For periods of cumulative prior service with any Public Authority of less than 7 years, Parks Victoria may recognise this service as verified by the prior Service Authority(ies), this leave will be subject to 5.0(d)(v)1.
 - 1. Where no financial liability is transferred, the following conditions will apply:
 - a. The taking of long service leave shall not be permitted unless this service includes at least five (5) years continuous service with Parks Victoria.
 - b. In the event of the resignation of any such employee from Parks Victoria's service no payment in lieu of long service leave shall be made unless the service period includes a minimum of seven (7) years continuous service with Parks Victoria.

(e) Conditions

(1) Outside Employment

No employee shall, during any period when on long service leave, engage in any form of employment for hire or reward which directly conflicts with the interest of Parks Victoria. The employee must not, during any period when on long service leave, engage in any form of employment for hire or reward unless the employee has first obtained the written approval of the Chief Executive or his/her nominee.

(2) Taking of Long Service Leave

- (i) Long service leave shall be taken at times which are convenient to the needs of Parks Victoria but as far as is practicable the wishes of the employee shall be considered.
- (ii) After an entitlement of 13 weeks long service leave has accrued for ten (10) years continuous service, the leave may be taken in minimum periods of 2 weeks at any time. Subsequent entitlement may also be taken in minimum periods of 2 weeks as it accrues. Provided, however, that the taking of any such leave shall be subject to the requirements of Parks Victoria.
- (iii) Long service leave may be taken as normal time at full pay, or by agreement with Parks Victoria, half the time at double pay, or double the time at half pay.

(3) Leave Payment

- (i) The wage/salary payable on long service leave shall be the employee's Annual Salary had the employee been on duty.
- (ii) If requested, and provided that sufficient notice is given to Parks Victoria's payroll section, the employee shall be paid in advance the wages/salary which would ordinarily be payable during the period of long service leave. An employee on long service leave shall otherwise be paid at the same time as if he/she was still on duty.

(4) Pay Where Long Service Leave Not Taken

Where an employee who ceases to be an employee of Parks Victoria is entitled to long service leave pursuant to this clause then, for the purpose of calculating any payment due in respect of the entitlement, the period of long service leave shall be inclusive of any public holiday which would have occurred during such period of leave had the officer commenced on long service leave on the next working day following his/her cessation of employment with Parks Victoria.

(5) Other Types of Leave and Public Holidays

- (i) Long service leave shall be exclusive of any annual leave or public holiday occurring during the period of the said long service leave.
- (iii) In the event of sickness employees shall not be required to take long service leave before applying for extended sick leave.
- (iv) In the event of an employee suffering personal illness or injury whilst on long service leave, approval shall be given for long service leave to be re-credited to the employee's balance to cover the period of incapacity provided that:
 - 1. An application for sick leave, supported by medical evidence satisfactory to Parks Victoria, is made by the employee concerned;
 - 2. Such incapacity is not the result of a compensable accident; and
 - 3. Such period of incapacity is not less than one calendar week (ie; 7 days).

6.0 Parental Leave

(a) Interpretation

For the purposes of Clauses 6.0 to 6.4, unless inconsistent with the context or subject matter:

- (i) "Employee" includes a Part-Time employee but does not include an employee engaged for Casual or seasonal work.
- (ii) "Partner" means an employee who is caring for a child born of his/her spouse or a child placed with him/her or his/her partner for adoption purposes.
- (iii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne as primary-carer.
- (iv) "Primary carer" means a person who assumes the principal role of providing care and attention to a child.
- (v) "Spouse" includes a de facto or a former spouse.
- (vi) "Child" means a child of the employee or the employee's spouse under school age or, in relation to adoption, a child under school age who has been placed with the employee or the employee's partner for the purposes of adoption (other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more).
- (vii) "Continuous service" means service under an unbroken contract of employment and includes any period of:
 - 1. paid leave taken in accordance with this clause;
 - 2. Part-Time employment worked in accordance with this clause; or
 - 3. leave or absence authorised by Parks Victoria or by this Agreement.
- (viii) "Maternity leave" means leave of the type provided for in Clause 6.1 of this Appendix (and includes special maternity leave).
- (ix) "Partner leave" means leave of the type provided for in Clause 6.2.
- (x) "Adoption leave" means leave of the type provided for in Clause 6.3.

- (xi) "Certification/Certificate" means a certificate from a registered medical practitioner and can include a statutory declaration stating details of the pregnancy and the expected date of confinement or, in relation to adoption, evidence of being an approved applicant for the adoption of a child and of the date of placement of the child for adoption purposes.
- (xii) "Former position" means the position held by an employee immediately before proceeding on parental leave or part time work under Clauses 6.0-6.4, whichever first occurs or, if such position no longer exists, but other positions are available for which the employee is qualified, and the duties of which he/she is capable of performing, a position comparable in status and pay to that of the position first mentioned in this definition.

(b) Eligibility

- (i) Subject to, and in accordance with the terms of Clauses 6.0 to 6.4 (inclusive), employees, other than Casual employees, who have had at least 12 months continuous service with Parks Victoria shall be entitled to:
 - 1. Maternity, partner and adoption leave; and
 - 2. To apply to work part-time in connection with the birth or adoption of a child.
- (ii) Employees who have less than 12 months service with Parks Victoria shall be entitled to up to 52 weeks unpaid parental leave.
- (iii) For the entitlements of eligible casual employees, see clause 6.5.

(c) General Conditions

(1) Variation of Period of Parental Leave

- (i) Provided the maximum period of parental leave does not exceed the period to which the employee is eligible and entitled under Sub-clause 6.0(c)(9), 6.1 (a); 6.2 (a); or 6.3 (a) hereof, the period of parental leave may be:
 - 1. Lengthened once by the employee by giving at least 4 weeks notice in writing stating the period by which the leave is to be lengthened; and
 - 2. Further lengthened, or shortened, by agreement.

(2) Leave Payment

- (i) The wage/salary payable on parental leave shall be the employee's Annual Salary had the employee been on duty. This will be paid to the employee at the same time as if he/she was still on duty.
- (ii) By agreement with Parks Victoria, and provided that sufficient notice is given, the employee shall be paid:
 - 1. In advance the wages/salary which would normally be payable during the paid component of paid parental leave, upon commencement of such leave; or
 - 2. At the rate of half pay for double the time, or at double the pay for half the time.

(3) Parental Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave taken does not exceed 52 weeks (or a longer period as agreed under 6.0(c)(9)) an employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.
- (ii) Paid sick leave or other paid authorised Agreement absences (excluding annual leave and long service leave and Special Maternity Leave as described in Clause 6.1(b)(6) shall not be available to an employee during his/her absence on parental leave.

(4) Effect of Parental Leave on Employment

- (i) Subject to this clause, notwithstanding any Agreement or other provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement. However, any parental leave taken with pay shall be included as service for the purpose of annual, sick and long service leave.

(5) Termination of Employment

- (i) An employee on parental leave may terminate his/her employment at any time during the period of leave by notice in accordance with this Agreement.
- (ii) Parks Victoria shall not terminate the employment of an employee on the ground of his/her absence on parental leave but otherwise the rights of Parks Victoria in relation to termination of employment are not hereby affected.

(6) Cancellation of Parental Leave

- (i) Parental leave applied for but not commenced
 1. Parental leave applied for under Clauses 6.1 or 6.3 but not commenced shall be cancelled when either the pregnancy of a female employee terminates other than by the birth of a living child; or, in relation to adoption, should the placement of the child not proceed.
 2. Partner leave applied for under Clause 6.2 hereof but not commenced, shall be cancelled when either the pregnancy of the employee's partner terminates other than by the birth of a living child or, in relation to adoption, should the placement of the child not proceed.
- (ii) Parental leave commenced
 1. Where the pregnancy of a female employee then on maternity leave under Clause 6.1 terminates other than by the birth of a living child it shall be the right of the employee to resume work at a time nominated by Parks Victoria which shall not exceed four weeks from the date of notice in writing by the employee to Parks Victoria that she desires to resume work.
 2. Where the placement of a child for adoption purposes with an employee then on adoption leave under Clause 6.3 does not proceed or continue, the

employee shall notify Parks Victoria forthwith and Parks Victoria shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(7) Return to Work after Parental Leave

- (i) An employee, being the primary carer of a child, may after parental leave wish to return to work on a part time basis. Where this arrangement is sought, a return to work plan must be agreed by the employee and his/her Manager at least 4 weeks prior to the anticipated return date (as prescribed in Clause 6.4).
- (ii) An employee, upon returning to work after parental leave shall be entitled to the position which he/she held immediately before proceeding on parental leave, or in relation to an employee who has worked part-time under Clause 6.4, to the position he/she held immediately before commencing such part-time work.
- (iii) Where such position no longer exists but where there are other positions available for which the employee is qualified and is capable of performing, he/she shall be entitled to a position comparable in status and pay to that of his/her former position.

(8) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or returning to work on a part time basis under Clause 6.4.
- (ii) Before Parks Victoria engages a replacement employee, Parks Victoria shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced to return to his/her former position.
- (iii) Before Parks Victoria engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this sub-clause, Parks Victoria shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this sub-clause shall be construed as requiring Parks Victoria to engage a replacement employee.

(9) Right to request

- (i) To assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of **clause 6** may request the employer to allow the employee:
 1. to extend the period of simultaneous unpaid parental leave up to a maximum of 8 weeks;
 2. to extend the period of parental leave provided for in 6.1(a) by a further continuous period of leave not exceeding 12 months; and
 3. to return from a period of parental leave on a part-time basis until the child reaches school age, **in accordance with clause 6.4.**

(ii) 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.

(iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under paragraphs 2 and 3 above must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under 1.6.1(c), 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.

(10) Communication during parental leave

(i) 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:

1. 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
2. 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.

(ii) 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.

(iii) The employee shall also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with paragraph (i).

6.1 Maternity Leave

(a) Eligibility and Entitlement

(i) A female employee (other than a Casual employee), who:

1. Has completed at least 12 months continuous service with Parks Victoria immediately preceding the date upon which she commences on maternity leave, and
2. Produces to Parks Victoria the certificate/s required under Sub-clause (b)(3) hereof; shall be entitled to a period of up to 52 weeks maternity leave including leave with pay for a continuous period of 14 weeks (inclusive of any public holidays)..

(ii) For the purposes of definition of "leave with pay" in the preceding paragraph, where no normal weekly number of hours is fixed for an employee under the

terms of employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period of twelve (12) months immediately prior to the date of accrual to the employee of the entitlement.

- (iii) A female employee, other than a Casual employee, who does not satisfy the 12 month qualifying service period for leave with pay but who otherwise satisfies the eligibility criteria provided for in paragraph (a)(i)2; shall be entitled to maternity leave without pay for a period not exceeding 52 weeks in order to be the primary carer of a child, subject to the conditions provided for under this clause.
- (iv) Any entitlement to maternity leave (under Sub-clauses (a)(i) or (a)(iii)) shall be reduced by any period of leave taken by the employee's spouse in relation to the same child, apart from partner leave of up to 1 week at the time of confinement or within 6 weeks of birth.

(b) Conditions

(1) Taking of Maternity Leave

- (i) Maternity leave shall commence:
 - 1. Not later than six weeks prior to the expected date of birth; or
 - 2. At such time within six weeks prior to the intended date of birth as the employee elects where she is able to produce a certificate of a registered medical practitioner certifying fitness for duty; or
 - 3. Where the birth occurs earlier than six weeks prior to the expected date of birth, on the day she ceases duty on account of the birth.
- (ii) Maternity leave shall not be taken concurrently with any leave taken by the employee's spouse in relation to caring for the same child, apart from partner leave of up to 1 week at the time of confinement or within 6 weeks of birth, or a longer period as agreed under 6.0(c)(9).

(2) Notice Requirements

- (i) An employee shall give at least six (6) weeks notice in writing to Parks Victoria of:
 - 1. The date upon which she proposes to commence maternity leave; and
 - 2. The total period of leave to be taken and date upon which she proposes to return to work; and
 - 3. The particulars of any period of leave sought or taken by her spouse in relation to the same child.
- (ii) Parks Victoria, by not less than 14 days notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in paragraph (i) hereof if such failure is due to the confinement occurring earlier than the presumed date.

(3) Requirement for a Certificate

- (i) The employee will, if requested by Parks Victoria, provide:

1. A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and
 2. A statutory declaration stating the particulars of any period of leave sought or taken by her spouse in relation to the same child.
- (ii) An employee must produce a certificate from a registered medical practitioner certifying that she is fit for duty if she wishes to continue working beyond 6 weeks prior to the expected date of confinement.

(4) Ante-Natal Leave

- (i) In addition to the maternity leave and personal/carer's leave provisions of this Agreement, an employee who is pregnant will have access to paid leave totalling up to 38 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.
- (ii) An employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate and any leave taken under this clause will be deducted from the employee's sick leave entitlement.

(5) Transfer to a Safe Job

- (i) Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy and/or hazards connected with the work assigned to a female employee make it inadvisable for her to continue in her present role, the employee shall, if she deems it practicable, be transferred to a 'safe job' at the rate and on the conditions attaching to the 'safe job' until the commencement of maternity leave.
- (ii) If transfer to a 'safe job' is not practicable, the employee may request or be required to take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as special paid leave for the purposes of Sub-clauses 6.0(c) (1), (2), (3) and (6) hereof.

(6) Special Maternity Leave and Sick Leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 20 weeks other than by the birth of a living child then:
1. She shall be entitled to such period of leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary, and to which she would have otherwise been entitled under Sub-clauses 6.1 (a) (i) and (ii) before her return to work; or
 2. For illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided

that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks (or a longer period as agreed under 6.0(c)(9)).

6.2 Partner Leave

(a) Eligibility and Entitlement

- (i) An employee, other than a Casual employee, who:
1. Has completed at least 12 months continuous service with Parks Victoria immediately preceding the date upon which he/she commences partner leave; and
 2. Is the father of a child, or has accepted responsibility for the care of a child, whether through the birth of a living child or adoption; and
 3. Produces to Parks Victoria the documentation required under Sub-clause (b)(3) hereof;
- shall, subject to the conditions provided for in this clause, be entitled to:
4. A total of five days partner leave with pay; and
 5. In order to be the primary carer of a child, partner leave without pay for a further unbroken period of up to 51 weeks;
- (ii) An employee, other than a Casual employee, who does not satisfy the 12-month qualifying service period for leave with pay, but who otherwise satisfies the eligibility criteria provided for in paragraphs (a)(i) 2 and 3; shall be entitled to partner leave without pay for an unbroken period of up to 52 weeks in order to be the primary carer of a child.
- (iii) Partner leave, other than leave with pay as prescribed in paragraph (a)(i) is unpaid leave.
- (iv) The entitlement to an unbroken period of up to 52 weeks (or a longer period as agreed under 6.0(c)(9)) partner leave for the purpose of being the primary carer is reduced by:
1. The aggregate of any periods of leave taken by the employee's spouse in relation to caring for the same child (apart from any leave taken concurrently with up to 5 days of partner leave with pay at the time of confinement or placement of the child); and
 2. Any partner leave with pay taken in accordance with paragraph (a)(i) hereof.

(b) Conditions

(1) Taking of Partner Leave

- (i) The period of 5 days partner leave with pay;
1. Need not be taken as 5 consecutive days; and
 2. May be taken at the same time as any leave being taken by the employee's spouse in relation to the same child; and

3. May be commenced one week prior to the expected date of birth or placement of the child until six weeks after the actual date of birth or placement of the child.
- (ii) Partner leave without pay shall not be taken concurrently with any period of leave taken by the employee's spouse in relation to the same child.
- (iii) The total period of any partner leave taken shall not exceed 52 weeks (or a longer period as agreed under 6.0(c)(9)) or extend beyond the child's second birthday, or in relation to adoption, beyond two years after the placement of the child.

(2) Notice Requirements

- (i) An employee shall give at least six (6) weeks notice in writing to Parks Victoria of:
 1. The date upon which he/she proposes to commence partner leave;
 2. The total period or periods of leave to be taken and date upon which he/she proposes to return to work; and
 3. The particulars of any period of leave sought or taken by his/her spouse in relation to the same child.
- (ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in paragraph (i) hereof if such failure is due to the confinement or placement occurring earlier than the presumed date.

(3) Requirement for a Certificate

- (i) The employee will, if requested by Parks Victoria, provide:
 1. A certificate from a registered medical practitioner which states that his/her spouse is pregnant and the expected date of confinement or the date on which the birth took place;
 2. Satisfactory evidence of being an approved applicant for the adoption of a child, and of the presumed date of placement of the child for adoption with the employee; and
 3. In relation to any period of partner leave to be taken for the purpose of being the primary carer, a statutory declaration stating:
 - a. that he/she will take that period of partner leave to be the primary carer of a child; and
 - b. particulars of any period/s of leave sought or taken by his/her spouse in relation to the same child.

6.3 Adoption Leave

(a) Eligibility and Entitlement

- (i) An employee, other than a Casual employee, who:
 1. Has completed at least 12 months continuous service with Parks Victoria immediately preceding the date upon which he/she commences on adoption leave; and

2. Submits satisfactory evidence of being an approved applicant for the adoption of a child, and of the date of placement of the child for adoption with the employee, for the purpose of being the primary carer;

shall be entitled to an unbroken period of up to 52 weeks adoption leave, including leave with pay for a continuous period of 14 weeks (inclusive of public holidays) commencing from the date of placement of the child with the employee.

- (ii) An employee, other than a Casual employee, who does not satisfy the 12-month qualifying service period for leave with pay, but who otherwise satisfies the eligibility criteria provided for in paragraph (a)(i) shall be entitled to partner leave without pay for an unbroken period of up to 52 weeks in order to be the primary carer of a child, subject to the conditions provided for under this Clause.
- (iii) An employee, other than a Casual employee, who has completed the qualifying service period and submits satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement but who is not the primary carer of the child shall be entitled to "partner leave" under Clause 6.2.
- (iv) Adoption leave, other than the leave with pay as prescribed in paragraph (a)(i) is unpaid leave.
- (v) The entitlement to up to 52 weeks unpaid adoption leave (or a longer period as agreed under 6.0(c)(9)) for the purpose of being the primary carer of a child is reduced by:
 1. Any period of adoption leave taken pursuant to paragraph (i) hereof; and
 2. The aggregate of any periods of leave taken or to be taken by the employee's spouse in relation to the same child (apart from up to 5 days of partner leave taken concurrently with adoption leave at the time of placement of the child).

(b) Conditions

(1) Taking of Adoption Leave

- (i) Adoption leave may be commenced one week prior to the date of placement and shall not be granted later than six weeks after the actual date of placement of the child.
- (ii) Adoption leave shall not extend beyond one year (or a longer period as agreed under 6.0(c)(9)) after the placement of the child and shall not be taken concurrently with any leave taken by the employee's spouse in relation to the same child, apart from partner leave of up to 1 week at the time of the placement.

(2) Notice Requirements

- (i) An employee shall give at least six (6) weeks notice in writing to Parks Victoria of:
 1. The date upon which he/she proposes to commence adoption leave; and
 2. The total period or periods of leave to be taken and date upon which he/she proposes to return to work; and

3. The particulars of any period/s of leave sought or taken by his/her spouse in relation to the same child.
- (ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in paragraph (i) hereof if such failure is due to the placement occurring earlier than the presumed date, the death of a spouse, or other compelling circumstances.

(3) Requirement for a Certificate

- (i) Before taking adoption leave the employee will provide, if requested:
1. Satisfactory evidence of being an approved applicant for the adoption of a child (such as a statement from an adoption agency or appropriate government authority in relation to child custody, pending an adoption order) and of the presumed date of placement of the child; and
 2. In relation to any period of adoption leave being taken under Sub-clause (a)(i) or (a)(ii), a statutory declaration stating:
 - a. that he/she will take that period of adoption leave to become the primary carer of a child; and
 - b. particulars of any period/s of leave sought or taken by his/her spouse in relation to the same child.

(4) Special Leave

Parks Victoria shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interview or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee Parks Victoria may require the employee to take such leave in lieu of special leave.

6.4 Part-Time Work following Parental Leave

(a) Interpretation

For the purposes of this clause:

- (i) "Part-time work" means employment for less than 76 ordinary hours per fortnight. Such part-time work needs to be continuous in nature and the incumbent will generally have set and regular hours of work. The work to be performed part-time under this clause need not be the work performed by the employee in his/her former position but shall be work otherwise performed under this Agreement.

(b) Eligibility and Entitlement

With the agreement of Parks Victoria:

- (i) A "female employee" may work part-time in one or more periods:
1. While she is pregnant, where part-time employment, because of the pregnancy, is necessary or desirable; and
 2. At any time from the seventh week after the date of birth of her child until the child reaches school age.

- (ii) A "partner" in order to be the "primary carer" of a child may work part-time in one or more periods at any time from:
 - 1. The date of birth of the child until the child reaches school age; or,
 - 2. In relation to adoption, from the date of placement of the child until the child reaches school age.
- (iii) An employee who is the "primary carer" of an adopted child may work part-time in one or more periods at any time from the date of the placement of his/her child until the child reaches school age.

(c) Conditions

(1) Return to Former Position

- (i) An employee who has had at least 12 months continuous service with Parks Victoria immediately before commencing part-time work after the birth or placement of a child (as prescribed in Sub-clause (b)), has, at the expiration of the part-time work or the first period of it if there is more than one, the right to return to his/her former position.
- (ii) Nothing in paragraph (i) hereof shall prevent Parks Victoria from permitting the employee to return to his/her former position after a second or subsequent period of part-time work.

(2) Pro-rata Entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with Sub-clause (3) hereof, part-time work shall be in accordance with the provisions of this Agreement and shall apply pro rata.

(3) Part-Time Work Agreement

- (i) Before commencing part-time work under this clause, the employee and Parks Victoria shall agree:
 - 1. That the employee may work part-time;
 - 2. Upon the hours to be worked by the employee, the days upon which they will be worked and commencing/finishing times for the work;
 - 3. Upon the nature of work to be performed including the work location; and
 - 4. Upon the period of part-time work.
- (ii) The terms of a Part-Time Work Agreement may be varied by consent.
- (iii) The terms of a Part-Time Work Agreement or any variation to it shall be committed to in writing and retained by Parks Victoria. A copy of the Agreement and any variation to it shall be provided to the employee by Parks Victoria.
- (iv) The terms of the Part Time Work Agreement shall apply to the agreed period of part-time employment.

(4) Extension of Hours of Work

Parks Victoria may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours or duty provided for in accordance with Sub-clause (2) hereof.

(5) Termination of Employment

- (i) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by Parks Victoria because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause or while working full time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

6.5 Parental Leave - Casual Entitlement

- (i) "Eligible Casual Employees" shall be entitled to unpaid parental leave of up to 52 weeks (or a longer period as agreed under 6.0(c)(9)) in accordance with this clause.
- (ii) An "Eligible Casual Employee" means for the purposes of this clause a Casual Employee who has:
 - 1. Been employed by Parks Victoria on a regular and systematic basis for several periods of employment or on a regular and systematic basis for a continuing period of employment during a period of at least 12 months; and,
 - 2. But for the pregnancy or the decision to adopt, a reasonable expectation of ongoing Casual employment.
- (iii) For the purpose of this clause, "continuous service" is work for Parks Victoria on a regular and systematic basis (including any period of authorised leave of absence).
- (iv) Parks Victoria shall not fail to re-engage a Casual employee because:
 - 1. The employee or employee's spouse is pregnant; or
 - 2. The employee is or has been immediately absent on parental leave.
- (v) The rights of Parks Victoria in relation to engagement and re-engagement of Casual employees are not affected (other than in accordance with this clause).

7.0 Flexible Leave Arrangements

7.1 Extended Leave Without Pay

Parks Victoria recognises that, in certain circumstances, employees may wish to take a period of extended leave.

(a) Eligibility

Employees, other than a Casual, with a minimum of 12 months continuous service with Parks Victoria may apply for extended leave without pay for up to 12 months.

(b) Conditions

(1) Application and Approval

- (i) Applications for extended leave without pay under this clause, must be submitted in writing and establish the intended rationale/benefits of such leave to the Employee and Parks Victoria. A reasonable period of notice should be provided.
- (ii) Applications require the approval of:
 - 1. The Regional/General Manager – for periods of up to 3 months; and
 - 2. The Chief Executive – for periods of 3 to 12 months.

(2) Effects of Leave

Unless specifically provided for in this Agreement, leave without pay under this provision shall not break the Employee's continuity of employment but will not count as service for leave accrual or other purposes.

7.2 Purchased Leave

Parks Victoria recognises that, in certain circumstances, employees may wish to take an additional period (or periods) of leave during the year. Employees can enter into a purchased leave arrangement from a minimum of one year to a maximum of 5 years on any one application. Parks Victoria will endeavour to enable this to happen subject to the operational requirements of the position. An employee who is considering a purchased arrangement is strongly encouraged to seek independent financial advice on the potential implications of this arrangement.

(a) Eligibility

Employees, other than a Casual, with a minimum of 12 months continuous service with Parks Victoria may apply to purchase additional annual leave with the agreement of Parks Victoria.

(b) Conditions

- (i) Parks Victoria will consider applications for up to a maximum of an additional eight (8) weeks with a combination of 50/52 or 48/52 or 46/52 or 44/52 timeframe adjustments. Such approval will only be granted in circumstances where work requirements permit and reasonable notice is provided.
- (ii) Where employees have elected for this work arrangement shall be entitled to an additional 38 hours leave for each week purchased in addition to their annual leave entitlements. Part time employees will accrue additional leave on a pro rata basis calculated on their agreed work hours. Such additional leave is to be taken as agreed by Parks Victoria on approval of this mode of employment.
- (iii) Employees who have elected for this work arrangement will have their annual salary reduced by a factor of the number of weeks purchased/52. They shall

continue to receive fortnightly salary payments based on the adjusted annual salary. For all purposes, remuneration for employees who work under this arrangement will be determined on a pro rata basis from date of time fraction adjustment.

- (iv) Employees who work under this arrangement must take their leave entitlement over the agreed 12 month period.
- (v) Accrual of Annual, Long Service and Personal Leave will remain unchanged.

8.0 Special Leave Arrangements

Leave granted without loss of pay under this clause shall not break the employee's continuity of employment and shall be included as service for Annual, Sick and Long Service Leave accrual.

8.1 Community and Cultural Leave

8.1.1 Blood Bank

An employee, upon production of a Blood Bank Attendance Certificate, shall be granted special leave up to a maximum of four hours without loss of pay provided that leave for such attendance had the prior approval of Parks Victoria.

8.1.2 Council Leave (Municipal Duties)

An employee who is a Municipal Councillor, Mayor or Shire President, shall be granted leave to participate in local government activities up to the following limits, provided that no undue inconvenience is caused to the operational requirements of Parks Victoria:

- (i) Mayor or Shire President - three hours a week or six hours a fortnight; and
- (ii) Councillor - three hours a fortnight, or six hours a month.

8.1.3 Cultural and Ceremonial Leave

(a) Cultural Leave

- (i) Parks Victoria may grant up to a total of 10 days per year cultural leave with pay to Aboriginal or Torres Strait Islander employees to:
 - participate in formal meetings of a registered Aboriginal Council, Committee or Community Organisation, where the employee is an elected representative of that group;
 - attend formal meetings of community groups including Annual General Meetings.*
- (ii) Cultural Leave entitlements will be negotiated with Parks Victoria and the employee, preferably and where practicable during preparation of the employees annual work plan.

(b) Ceremonial Leave

- (i) Parks Victoria may grant up to a total of 5 days per year Ceremonial Leave with or without pay to Aboriginal or Torres Strait Islander employees for ceremonial purposes that are:
 - Connected with the death of a member of the immediate or extended family;
 - ceremonial obligations under Aboriginal or Torres Strait Islander lore (law).
- (ii) Ceremonial leave granted under this clause is in addition to leave granted under the Bereavement Leave clause.
- (iii) Ceremonial Leave entitlements will be negotiated with Parks Victoria and the employee preferably and where practicable during preparation of the employees annual work.

8.1.4 Jury Leave

- (a) An employee required to attend for jury service in any court shall be entitled to be granted leave without loss of pay for the period during which the attendance of the employee at court is required.
- (b) The Employee shall not be required to pay to Parks Victoria the amount received as jury fees.
- (c) To obtain approval for leave under this sub-clause, a leave application should be supported by the notification that the employee is required to attend the court.

8.1.5 Community Service - Koorie Court

Parks Victoria may grant leave without pay to an Indigenous employee to participate in Koorie Court sittings where the employee is elected as an Elder or Respected Indigenous person and requested to attend.

Parks Victoria may grant leave with pay to an Indigenous employee to participate in Koorie Court sittings where the employee is requested to attend to provide character references or supporting evidence, and to travel to and from the court.

In both circumstances, the employee will provide a copy of the attendance request documents on request of Parks Victoria. In applying for Koorie Court leave, the employee will provide as much notice as possible for consideration of Parks Victoria.

8.1.6 Defence Force Reserve Leave

(a) Eligibility and Entitlement

- (i) Leave of absence without loss of pay may be granted for up to 14 working days, in any year, to an employee who is a voluntary member of the Defence Force Reserve for the purpose of attending Defence Force Reserve exercises.
- (ii) In addition to any leave granted under this sub-clause, leave of absence without pay, subject to the remaining provisions of the clause, may be granted to an

employee who is a voluntary member of the Defence Force Reserve for the purpose of attending Defence Force Reserve exercises.

(b) Conditions

(1) Leave Payment

Where the amount of pay (not including any payment by way of overtime, penalty rates, mixed functions or any payment of a temporary character) which an employee would have received had the employee remained on duty exceeds the amount of pay (including marriage and separation allowances) received by the employee as a member of the Citizens Forces at any such school, class or course, the employee shall be entitled to receive an amount equal to the difference between the two.

(2) Application Process

Application for Defence Force Reserve Leave shall be submitted for approval to Parks Victoria and satisfactory evidence of attendance at the annual training camp, etc., shall be forwarded on resumption of duty.

(3) Other Types of Leave

- (a) An employee may elect to be granted any annual leave due in lieu of an equivalent period of leave under this provision.
- (b) An employee, while serving with the Defence Force Reserve, who sustains an injury or contracts an illness necessitating an absence from duty beyond the period of leave granted under this attachment may be granted leave as follows:
 - (i) If the employee is not paid compensation by the appropriate Commonwealth Department in respect of such absence the employee shall be granted sick leave.
 - (ii) If the employee is paid compensation and the amount is equal to or exceeds the amount of pay, which would have been received, had the employee been granted sick leave, such leave shall be granted without pay.
 - (iii) If the employee is paid compensation and the amount is less than the amount of pay which would have been received had the employee been granted sick leave, the employee may be paid an amount equal to the difference between the two and the sick leave credit will be reduced by the amount of such payment.

8.1.7 Emergency Services Leave

- (a) An employee who is a member of a voluntary emergency relief organisation, including but not limited to the CFA, Red Cross, State Emergency Service, and St John Ambulance and who is requested to volunteer in emergency situations, and whose service is subsequently utilised in said emergency situation, may be released from his/her normal duties, without loss of pay.
- (b) In the case of volunteer activity, verification of an employee's involvement in emergency activity may take the form of a satisfactory certificate from the organisation involved.

- (c) An employee who is required to attain qualifications or to requalify to perform functions in a voluntary organisation may be released from normal duties, without loss of pay for the period of time required to fulfil the requirements of a training course pertaining to those qualifications.

8.1.8 Participation in Sporting Events

Subject to the Chief Executive's approval leave with pay up to a maximum of two weeks in any two year period may be granted to an employee to participate either as a competitor or an official in any non professional state, national or international sporting event.

8.2 Health and Wellbeing Leave

8.2.1 Bereavement Leave

(a) Interpretation

- (i) For the purpose of this clause, the Employees "**near relative**" includes:
1. The Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's 'de facto spouse' means a person who lives with the Employee as husband, wife or same –sex partner on a bona fide domestic basis although not legally married to the Employee; and
 2. A child or adult child (including an adopted child, step child or ex-nuptial child), parent (including an in-law); grandparent; grandchild or sibling of the Employee or the Employee's spouse or de facto spouse; or a very close personal friend.
 3. Due to the cultural diversity of Parks Victoria employees, the Employee's extended family which may include Uncles, Aunts and other relatives.
 4. A deceased relative who was residing with the Employee, and/or for whom the Employee is the only relative available to make the funeral arrangements.

(b) Eligibility and Entitlement

Bereavement leave may be granted to an employee (other than a Casual employee) under the following conditions:

- (i) Up to 5 days leave with pay (from the date of death to the date of the funeral) in the event of death of a "near relative".
- (ii) Up to 5 days additional leave with pay from the date of death if the employee is the only relative available to make the funeral arrangements or if the deceased relative was residing with the employee (in accordance with 7.2.2(a)(i) (4)).
- (iii) Up to 3 days additional leave with pay on the production of satisfactory evidence of the death on an employee's "near relative" being outside of Australia, or in a remote area of Australia and more than 3 hours from a major city and airport where the Employee travels outside of Australia to attend a funeral.

(c) Conditions

(1) Duty to Notify

The Employee shall, wherever practicable, give Parks Victoria *prior* notice of the intention to take Bereavement Leave. The Employee shall otherwise notify Parks Victoria of such absence by telephone at the first opportunity on the day of absence.

(2) Requirement for a Certificate

Proof of such death shall be furnished by the Employee to the satisfaction of Parks Victoria, if required.

(3) Additional Leave

- (a) Where a death of a “near relative” occurs whilst an employee is on annual leave then the Employee may apply to extend the annual leave, or to have the annual leave re-credited by the number of days ‘Special Leave’ the Employee would otherwise have been entitled to under Sub-clause (b).
- (b) Leave of absence to attend the funeral of a friend/associate may be granted on account of annual leave or leave without pay.
- (c) Any additional leave, which may reasonably be required, in excess of that granted as ‘Special Leave’ with pay, may be granted on account of annual leave or leave without pay.

8.2.2 Rehabilitation Leave

In circumstance where an employee has exhausted all accrued leave credits and Parks Victoria is of the opinion that misuse of alcohol or other drugs is adversely affecting the employee’s work performance, Parks Victoria may grant the employee leave with or without pay to undertake an approved rehabilitation program.

8.2.3 Infectious Diseases Leave

When an employee has medical evidence to indicate that the said employee is suffering from Pulmonary Tuberculosis, Poliomyelitis or another highly infectious disease and Parks Victoria is concerned that the disease constitutes a danger to other members of staff, Parks Victoria may direct the employee to be absent from work on paid leave, or to work from home, if practicable and subject to medical advice.

8.2.4 Compassionate Leave

- (i) Employees, other than casuals, are entitled to 2 days paid compassionate leave during each year of employment on each occasion, when a member of the employee's immediate family or a member of the Employee's household:
 - 1. contracts or develops a personal illness that poses a serious threat to his or her life;
 - 2. sustains a personal injury that poses a serious threat to his/her life.

- (ii) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- (iii) Management will require the employee to provide satisfactory evidence to support the taking of bereavement/compassionate leave.

8.3 Personal/Professional Development Leave

8.3.1 Study Leave

Parks Victoria is committed to the ongoing development of all employees to include accredited training in Occupational Health and Safety for specified individuals, in accordance with its legal requirements.

(a) Eligibility

An employee, with no less than 12 months service, may be granted up to 5 hours paid leave per week, block release or equivalent, for attendance at lectures, study, examination, tutorials and travelling time for the purpose of part time study of a course approved by Parks Victoria.

(b) Conditions

Approval for such leave shall be subject to:

- (i) Parks Victoria having the capacity to cover such absence;
- (ii) The employee undertaking lectures and tutorials in their own time for a period approximately equal to the period of leave sought; and
- (iii) The employee passing at least half the subjects commenced during any year in order to become eligible for leave in the following year.

8.3.2 Sabbatical Leave

Parks Victoria recognises that employees may wish to pursue professional/academic qualifications or experience, of relevance to their employment, on a full time basis without having to resign or take leave without pay.

(a) Eligibility

An employee, other than a Casual, with a minimum of 12 months continuous service with Parks Victoria may apply for sabbatical leave with pay.

(b) Conditions

Sabbatical leave is subject to the following conditions.

(1) Application and Approval

Applications for sabbatical leave with pay must be submitted in writing and establish the intended rationale/benefits of such leave to the Employee and Parks Victoria. A reasonable period of notice should be provided. All applications require the approval of the Chief Executive.

(2) General Provisions

- (a) The Employee will work for Parks Victoria for a period of 4 years at 80% of the salary to which he/she would otherwise be entitled.
- (b) Following completion of the 4 years as outlined in sub-point (1) the Employee will be granted one year's leave of absence on 80% of the salary to which the Employee would otherwise be entitled.
- (c) Sabbatical leave is to be arranged at the mutual convenience of both parties.
- (d) Should the employee, for reasons beyond his/her control, need to withdraw from the sabbatical arrangement, he/she will revert to normal conditions, and receive a full refund of salary previously deducted owing to the sabbatical leave arrangement.

8.3.3 Employee Training

- (i) Provision of training for all employees will continue to be a high priority during the life of this Agreement. Parks Victoria is committed to promoting and developing the professional growth of staff, the capabilities of Parks Victoria and a positive workplace culture to ensure Parks Victoria achieves its aims and objectives.
- (ii) Training opportunities available to staff may include, but are not limited to the following:
 - 1. Clarifying job tasks and responsibilities.
 - 2. The development of employee capabilities to meet the objectives of Parks Victoria.
 - 3. The development of leadership/management skills and capabilities.
 - 4. The development of human resource and industrial relations skills for all employees in leadership and employee representative positions.
 - 5. Technical skills.
 - 6. Improved skills in use of information technology to ensure maximum use of the capabilities of systems and equipment.
 - 7. Assisting employees to progress their career and personal goals.
 - 8. Occupational health and safety representatives shall be entitled to select appropriate OH&S training, where that training is approved by Work-safe.
- (iii) When an approved training program is undertaken during an employee's ordinary working hours, Parks Victoria agrees to pay the employee that employee's ordinary pay.

APPENDIX C: WORK VALUE LEVEL DESCRIPTORS

1.0 Introduction

- (a) An integral component of Parks Victoria's classification and salary structure is the job evaluation process. It is through job evaluation that the "worth" of a position is measured and compared relative to other roles within the organisation (and externally when necessary). It is also through this process that each job is assigned a "Grade" under Parks Victoria's classification structure (as described in Clause 7.0 of this Agreement).
- (b) Positions classified under this Agreement are evaluated by a Job Evaluation Panel on the basis of the Work Value Level Descriptors specified for each Grade (in Part 2 of this Appendix). These Descriptors comprise two components, as follows:
- (i) General Description = Broad statements describing the overall nature of work undertaken in positions classified at each level within Parks Victoria, relative to other Grades in the classification structure. These statements enable Parks Victoria to define and differentiate the work value of Grades on a 'macro' level and provide a useful starting point when comparing and contrasting the overall worth of positions in Parks Victoria.
- (ii) Work Value Standards = Descriptive statements outlining the distinguishing features, dimensions and complexities of positions classified at each work value level against a consistent set of factors. The factors measured are:
- Nature of Work
 - Training, Skills and Experience
 - Diversity of Knowledge
 - Communication Demands
 - Complexity of Tasks
 - Reasoning Requirements
 - Independence and Authority
- (c) In assessing the work value of positions under this Agreement it is noted that most positions will not 'neatly' satisfy all of the elements and standards prescribed at a particular Grade. Rather, positions will need to be evaluated on the basis of their "best overall fit" and appropriate internal relativities will need to be applied.

2.0 Work Value Level Descriptors

The descriptors for each Grade under the classification structure are as follows:

PV OFFICER GRADE 1

(1) General Description

Grade 1 assists with the delivery of Parks Victoria's on-ground and internal business support services.

Positions classified within Grade 1 concentrate on delivering routine tasks under direct supervision as a team member. Work is primarily of a routine and predictable nature, such that work methods are mostly well established and are of moderately low complexity.

The incumbent of a Grade 1 position shall be accountable for his/her personal performance in the delivery of agreed tasks/duties.

The employee will be expected to exhibit a willingness to learn and may take on different duties/tasks in order to gain experience, knowledge and/or skills relevant to the job or to the use of Parks Victoria's business/operational systems.

Grade 1 employees may also be classified as Commercial Operations Officers. Such work may include hospitality (kitchen/wait roles); retail sales and housekeeping.

(2) Work Value Standards

Nature of Work:

- Work is carried out in a well-structured environment.
- The incumbent will undertake specific and clearly defined duties/tasks and will receive clear directions/instructions, mainly within a team environment.
- Training and support from a direct supervisor will be readily available.

Training and Experience:

- The position will require basic, practical skills.
- The incumbent may have completed, or made progress towards completing, a trade qualification in a relevant field.
- The incumbent may be required to have previously undertaken similar duties/tasks within Parks Victoria or another employer.

Diversity of Knowledge:

- The position will require the incumbent to have knowledge in a narrow range of technical areas.
- The incumbent will require knowledge of Parks Victoria's generic employment policies and procedures (such as equal opportunity and occupational health and safety requirements).
- The incumbent may require basic knowledge of Parks Victoria's operations.

Communication Demands:

- Communication is focused on routine matters that require a basic understanding of the operational context.
- The incumbent is expected to provide routine information and explanations to other employees, clients and members of the public.

Complexity of Tasks:

- The incumbent will perform routine service delivery functions.
- Tasks will be of low-moderate complexity and carried out within a well-structured environment.
- The incumbent may be required to operate and/or maintain equipment/tools and related applications appropriate to the function and level of training.

Reasoning Requirements:

- Tasks are focussed in the present and the individual requires an awareness and comprehension of relevant work methods and work expectations.

Independence and Authority:

The incumbent will receive simple and clear work instructions and will be accountable for his/her personal performance of such work instructions under direct supervision.

Commercial Operations Employee Grade One

An employee classified as a Commercial Operations Employee Grade One has the required level of training to perform a routine commercial operations position under general supervision.

This work classification includes or can include but is not limited to the following:

- 1 Operating a Coffee Machine which includes the making and serving of coffee;
2. Serving customers and selling merchandise at retail outlets within the Parks Victoria Estate;
3. Undertaking general waiting duties involving food and/or beverages including cleaning tables;
- 4 Receipt of monies;
- 5 Attending a snack bar; and/or engaged on delivery duties;
- 6 Basic food preparation including sandwich making and simple preparation of hot food;
- 7 Receiving merchandise, stores general and perishable goods;
- 8 Servicing accommodation areas and cleaning thereof;
- 9 General Housekeeping duties including the cleaning of accommodation rooms and general guest facilities; and
- 10 Providing personalised services to guests and visitors including hospitality and retail service.

PV OFFICER GRADE 2

(1) General Description

Grade 2 focuses on the delivery of Parks Victoria's on-ground and internal business support services. A Grade 2 employee may also be classified as a Commercial Operations Employee who would be working within a commercial operation with responsibility for both training and supervision of others working within the commercial operation.

Positions classified within Grade 2 primarily carry out work of a procedural nature. Procedural work is that which performed in a well-structured environment and includes established standards, methods, priorities, guidelines, and readily available training and support under varying degrees of direction.

Employees performing positions within this work value range may have and utilise varying levels of accountability, complexity, competency and judgement in carrying out their work. The differences between these levels are outlined under the following headings (in the form of 3 distinct Employee Competency Level Profiles) after the Work Value Standards for Grade 2:

- Accountability
- Direction
- Job complexities
- Methods and tools
- Skills
- Knowledge
- Type of thinking
- Focus

As detailed in Clauses 7.1 and 7.7 of this Agreement, it should be noted that each Profile relates to a defined and non-overlapping competency-based salary level within Grade 2. Employees classified in a position at this level may, at any time, apply on an individual basis to have their competency level in carrying out the duties of the position assessed and recognised for salary/career progression purposes. [Refer to the Parks Victoria Competency Framework for further information on this process.]

(2) Work Value Standards

Nature of Work:

- Plans and prioritises own work program to achieve defined targets.
- Usually operates within a well-structured environment and has recourse to a supervisor for non-routine matters.
- Work involves some discretion and judgement in applying known solutions to a variety of situations.

Training, Skills and Experience:

- Demonstrates the generic and technical abilities needed to deliver the main functions/duties of the role to acceptable standards of performance.
- May be required to possess a relevant tertiary or post-trade qualification.

Diversity of Knowledge:

- Uses theoretical knowledge to achieve defined outcomes in a range of situations.
- Provides a reference point for colleagues/clients in relation to the position's functions and responsibilities.
- Develops knowledge of relevant legislation, regulations, policies and processes for the role.

Communication Demands:

- Explains rules, procedures and operational policies to other staff and clients/stakeholders.
- Suggests alternative ways of achieving proposals or plans to other staff and clients/stakeholders.
- Presents information to small groups or other authorities and provides feedback to management.
- May be required to draft routine reports and correspondence.
- May be required to conduct meetings involving presentations and/or consultative processes on routine matters.
- Uses personal leadership and influencing skills to achieve cooperation from others.

Complexity of Tasks:

- Required to deliver services relevant to the position under general supervision.
- Contributes to the development of local/operational procedures and systems.
- Administers routine programs or projects under supervision and may coordinate project/program steps.
- May be required to collect and analyse scientific/technical data and to reports findings to others.
- Able to create and maintain localised databases or reporting systems, or to operate and maintain technical equipment in line with prescribed standards.

Reasoning Requirements:

- Understands and applies theoretical concepts, under supervision, to achieve defined outcomes.
- Requires judgement and some creativity to solve problems arising in own work program.
- Analyses routine reports and information to identify any emerging issues or exceptions.
- Able to diagnose and correct minor faults with equipment.

Independence and Authority:

- Makes decisions regarding own work program that may have an impact on customers/clients.
- May be required to handle and reconcile monies, recommend purchases and/or to authorise expenditure within a small, approved budget.
- May be required to supervise others undertaking routine tasks.

Commercial Operations Employee Grade 2

An employee classified at this level has the skills and experience is accountable for providing the highest level of customer service. Employees at this level have extensive knowledge and high level experience and are able to make operational routine decisions, direct and delegate to lower level employees and assist in the day to day operations of the business. This work classification includes or can include the following:

1. Assisting in the training and direct supervision of Commercial Operations Employees Grade One;
2. Receipt of monies including the daily balancing of cash/credit receipts;
3. General day to day stock control within the retail outlet;
4. General cooking duties and food preparation;
5. General Housekeeping duties including the cleaning of accommodation rooms and general guest facilities and being team leader of two to three people housekeeping teams;
6. Assisting in the training and direct coordination of the work of lower graded employees engaged in the daily operations of food and retail outlets; and
7. Able to supervise and operate a retail/food outlet for short periods without supervision.

(3) Employee Competency Level Profiles Within Grade 2

- Grade 2.1

Competency Level 2: An employee at Competency Level 2 within Grade 2 is expected to demonstrate a level of skill, knowledge and experience that will enable him/her to effectively deliver Parks Victoria's outcomes. The nature of work undertaken is as follows:

<u>Accountability</u>	Responsible for own work within a supervised situation.
<u>Direction</u>	Given clear direction, mainly as a team member.
<u>Job Complexity</u>	Simple and routine, choosing actions and applying solutions from a limited range of predictable solutions.
<u>Methods/Tools</u>	A range of simple established methods and tools.
<u>Skills</u>	Applies a defined range of skills.
<u>Knowledge</u>	Basic operational knowledge in a moderate range of areas.
<u>Type of Thinking</u>	Awareness, comprehension and contextualising.
<u>Focus</u>	Events in the present.

- Grade 2.2

Competency Level 3: An employee at Competency Level 3 within Grade 2 is an experienced and competent operator. The nature of work undertaken is as follows:

<u>Accountability</u>	Takes responsibility for own work, including defined group performance on specific activities, minor budgets and assets.
<u>Direction</u>	Self-directed. May undertake some team coordination and has limited responsibility for the outputs of others.
<u>Job Complexity</u>	Medium complexity. Involves some discretion and judgement in applying known solutions to a variety of predictable situations. Includes some non-routine activities.
<u>Methods/Tools</u>	More complex established methods and tools.
<u>Skills</u>	A range of well-developed skills.
<u>Knowledge</u>	Relevant theoretical knowledge.
<u>Type of Thinking</u>	Interpreting information and relating it to the work context.
<u>Focus</u>	Patterns in the short term.

- Grade 2.3

Competency Level 4: An employee at Competency Level 4 of Grade 2 is one who is not only an experienced operator as described in Competency Level 3 but one who also has the ability to undertake a leadership role, and undertake specific responsibilities. The nature of work is as follows:

<u>Accountability</u>	Takes responsibility for group performance, minor budgets and assets.
<u>Direction</u>	Self-directed. May undertake some team coordination. Limited responsibility for the outputs of others.
<u>Job Complexity</u>	Medium complexity. Involves applying known solutions to a broad range of varied activities within a defined range of predictable and unpredictable situations.

<u>Methods/Tools</u>	More complex established methods and tools.
<u>Skills</u>	A broad range of well-developed skills.
<u>Knowledge</u>	Demonstrates understanding of a broad knowledge base. Incorporates some theoretical concepts.
<u>Type of Thinking</u>	Analysis and collation of information from a variety of sources.
<u>Focus</u>	Patterns in the short to medium term.

PV OFFICER GRADE 3

(1) General Description

Technical Specialist positions at this level are responsible for the provision of specialist services that are beyond that of Grade 2 because they require more advanced technical skills and knowledge, broader experience and responsibility. The position will assist more senior staff in determining project outcomes. This may include contributing to the development of corporate programs and policies and/or implementation of such programs and policies across a Region or District. The incumbent enables decision-making by others at a more senior level but is likely to have project management or specialist responsibilities within his/her function.

Resource Management positions at this level have responsibility for team performance, minor budgets and assets relating to the delivery of agreed works within a District or large park area. The incumbent will, on a day-to-day basis, have recourse to a more senior position for work that is beyond established guidelines and procedures. The incumbent enables decision-making by others at a more senior level and is likely to have project management responsibilities across a specific output area.

(2) Work Value Standards

Nature of Work:

- Plans and prioritises own work to achieve defined targets and may be responsible for team or group performance.
- Requires some strategic, conceptual and analytical thinking but incumbent has recourse to a supervisor for non-routine matters.
- Exercises professional judgement in routine matters requiring the application of rules or selection of choices within guidelines.

Training, Skills and Experience:

- Clearly demonstrates the ability to deliver the main functions of the role to acceptable standards of performance through previous training, work achievements and experience.
- May be required to possess a relevant tertiary qualification.

Diversity of Knowledge:

- Requires knowledge of legislation, regulations, policies and procedures relevant to the position.
- Uses theoretical/technical knowledge to achieve agreed outcomes in moderately complex work situations.

Communication Demands:

- Prepares written reports/briefs on sensitive issues for consideration by others.
- Leads, motivates and may direct others.
- Explains concepts and policies to staff, stakeholders and clients.
- Communicates issues and advocates the preferred case/option/policy to stakeholders.
- Plans, leads and facilitates information sessions and formal meetings.
- Provides communication guidance to less experienced staff.

- May draft important public communication documents/materials for consideration/review by others.

Complexity of Tasks:

- Determines the work organisation of the work area, and manages a discrete budget and resources; or conducts small-medium scientific, technical or specialist projects defined by others.
- Leads a small scientific, technical or corporate support team or supervises a service delivery team.
- Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations.
- May research issues and prepare draft reports and briefings for more senior staff within a policy/procedural framework.
- Participates in the development of strategies to represent the organization or clients, involving complex and challenging problems.
- Investigates and assesses actions by individuals or organizations against legislation, rules, regulations and service agreements.

Reasoning Requirements:

- Exercises professional judgement about the application of rules, or the selection of choices within guidelines.
- Resolves local operational service delivery problems within guidelines.
- May develop and maintain corporate databases and analyse information.

Independence and Authority:

- Team Leadership may be exercised where appropriate to the role. This may include reviewing the decisions, assessments and recommendations of less experienced team members or reporting members of a service delivery team.
- Initiates improvements to procedures within the work area.
- Authoritative in the application of processes and policy relevant to the work unit.
- Analysis and advice contributes to decision-making by others.

PV OFFICER GRADE 4

(1) General Description

Technical Specialist positions at this level are responsible for the provision of specialist services which are clearly beyond that of Grade 3, requiring both technical expertise which may include tertiary qualifications as well as appropriate experience such that the position plays a direct role in determining project outcomes and enables decision making by others at a senior level. Positions may also have project management responsibilities within their area of expertise.

Resource Management positions are accountable for the management of defined resources, staff and projects, which are clearly beyond that of Grade 3, requiring specific expertise and experience in relevant fields. The incumbent has clear accountability for a broad range of staff and resource management functions including determining work loads, performance assessment, resolving day to day management issues.

(2) Work Value Standards

Nature of Work:

- Work is generally straightforward, but requires a level of judgement, maturity and proven competence with respect to analytical problem solving.
- Work is balanced between both routine and non-routine matters.
- The incumbent is involved with work that is of a complex nature.

Training, Skills and Experience:

- Requires specialist professional or technical knowledge & understanding related to area.
- Requires appropriate technical/professional experience and may require formal technical training or a tertiary qualification.
- Receives a reasonable degree of guidance in non-routine work (including; technical methods, established procedures, policy or legislative requirements)
- Supervisory positions require ability to monitor work flows, develop strategies/practices to resolve issues and to lead and develop staff

Diversity of Knowledge:

- Required to integrate a number of areas of knowledge, policies or systems within a functional area and to relate these components to other functions within Parks Victoria.

Communication Demands:

- Requires sound communication skills - includes obtaining cooperation and negotiating with other internal staff on a peer or supervisory basis.
- Purpose of communication is more complex than conveying information.
- Relates to external stakeholders and represents the interests of PV (low level impact).

Complexity of Tasks:

- Operates within broad guidelines, policy and technical/professional parameters.
- Applies a variety of techniques, systems, methods or processes.
- May be required to interpret existing guidelines to resolve unusual situations/requirements.

Reasoning Requirements:

- Required to resolve operational issues and problems by application of technical knowledge or guidelines and experience.
- Expected to provide alternatives to others in resolving operational issues.

Independence and Authority:

- Operates with autonomy in regard to the specified functional responsibilities.
- Decision-making is in accord with specified guidelines and/or shared with a more senior employee.
- Guidance is available from more senior employee within the required time constraints.

PV OFFICER GRADE 5

(1) General Description

Technical Specialist positions at this level are responsible for provision of specialist services requiring well developed technical expertise and appropriate experience, which is clearly beyond that of a Technical Specialist at Grade 4, such that the position plays a direct role in determining project outcomes and participates in decision making in relation to important /organisational wide programs. Positions may have project management responsibilities under general direction and would be expected to provide expert advice on development and implementation of policies, plans, programs and budgets within their area of expertise.

Resource Management positions are accountable for management of defined resources, staff or projects, which is clearly beyond that of a Resource Manager Grade 4 because they require more advanced expertise and experience in relevant fields. The degree of accountability is such that at this level the incumbent is also accountable for the outputs of a moderately sized team against defined criteria. Positions at this level would require regular interaction with stakeholders and would be expected to represent Parks Victoria in forums concerning their area of responsibility. In addition the incumbent may be expected to undertake a broader role

in the delivery of District and or Regional objectives. Guidance and direction is generally available and the incumbent needs to make decisions independently.

(2) Work Value Standards

Nature of Work:

- Work at this level is primarily non-routine with some level of regular complex work with a reasonable degree of difficulty. This work requires a high level of analytical problem solving, judgement and experience to be able to complete.

Training, Skills and Experience:

- This level requires specialist professional or technical knowledge, understanding and expertise related to the tasks of the work area.
- The position would operate with a degree of guidance in the way of technical methods, established procedures, policy, or legislative requirements. However there is a need to apply knowledge to unusual or non-recurring issues.
- Supervisory positions require ability to develop and monitor work programs, performance management and develop strategies or work practices to resolve work issues. The role requires the ability to lead and develop staff within the work area.
- Positions would require extensive professional/technical experience and would normally require formal technical training and/or qualifications.

Diversity of Knowledge:

- It would be expected that the range of issues to be considered require knowledge of a number of fields such as park management, financial management, contract management and human resource management.
- There is a need to integrate these areas of knowledge in addressing technical or resource management issues.

Communication Demands:

- Must exercise sound communication skills that would include obtaining cooperation and negotiating with other internal staff either on a peer basis or on a supervisory basis.
- The purpose of communication is more complex than the conveying of information.
- There is a need to relate to external stakeholders on difficult or sensitive issues and to represent the interests of Parks Victoria in such circumstances.

Complexity of Tasks:

- The position operates within broad guidelines and technical/professional parameters although the role would require the application of a variety of techniques, systems, methods or processes.
- There would be a requirement to utilise and interpret existing guidelines to meet unusual work situations.

Reasoning Requirements:

- Required to resolve operational issues and problems by application of technical knowledge or guidelines and experience.
- Expected to take action within approved parameters in resolving operational issues.

Independence and Authority:

- Expected to operate with autonomy in regard to the specified functional responsibilities. However decision-making is in accord with clearly specified guidelines or parameters and/or is shared with a more senior employee.
- Guidance is generally available from a more senior employee within the time constraints required to make a decision. However on occasion or within defined circumstances the incumbent must act without recourse to a supervisor.

PV OFFICER GRADE 6

(1) General Description

Technical Specialist positions at this level are responsible for the provision of specialist services requiring highly developed technical expertise and experience, which is clearly beyond Grade 5 because the position plays a more direct role in determining project outcomes and provides expertise in decision making in relation to important organisation-wide programs. Work at this level is largely analytical, complex and non routine. Critical work would be undertaken with limited direction and the incumbent may provide specialist advice to stakeholders and senior management on the development and implementation of policies, plans, budgets and procedures relevant to the function. The incumbent will foster commitment to the organisation's vision and objectives.

Resource Management positions at this level are accountable for the management of defined resources, staff or projects, which are clearly beyond Grade 5 because they require broader expertise and experience in a range of relevant fields. The degree of accountability is such that at this level the incumbent is accountable for the performance, motivation and outputs of larger teams and work groups. Positions at this level would require regular interaction with stakeholders on complex matters and may be expected to undertake a broader role in the delivery of Regional objectives. Guidance and direction is limited and irregular and the incumbent would be required to manage teams of diverse discipline, implement change and foster a commitment to the organisation's vision and objectives.

(2) Work Value Standards

Nature of Work:

- Work at this level is generally of a complex nature involving competing organisational priorities and requires a very high level of judgement experience and problem solving.

Training, Skills and Experience:

- This level requires specialist professional or technical knowledge, understanding and expertise related to the tasks of the work area. The position would operate with a degree of guidance in the way of technical methods, established procedures, policy, or legislative requirements. However there is a need to apply knowledge to unusual or non-recurring issues.
- Supervisory positions require ability to develop and monitor work programs, performance management and develop strategies or work practices to resolve work issues. The role requires the ability to lead and develop staff within the work area and on occasion may be required to assist other Resource Managers within the District in a mentoring role.
- Positions would require extensive technical/professional experience and may require formal technical training and/or qualifications.

Diversity of Knowledge:

- It would be expected that the range of issues to be considered require knowledge of a number of fields such as park management, financial management, contract management, political awareness and human resource management.
- There is a need to integrate these areas of knowledge in addressing technical or resource management issues.

Communication Demands:

- Position must exercise sound communication skills that would include obtaining cooperation and negotiating with other internal staff either on a peer basis or on a supervisory basis. The purpose of communication is more complex than conveying information.

- There is a need to relate to external stakeholders on difficult or sensitive issues and to represent the interests of Parks Victoria in such circumstances.

Complexity of Tasks:

- The position operates within broad guidelines and technical/professional parameters although the role would require the application of a variety of techniques, systems, methods or processes. There would be a requirement to adapt existing guidelines to meet unusual work situations.

Reasoning Requirements:

- Position is required to resolve operational issues and problems by application of technical knowledge or guidelines and experience.
- Position is expected to undertake a lead role within approved parameters in resolving operational issues.

Independence and Authority:

- Position is expected to operate with autonomy in regard to the specified functional responsibilities.
- Decision-making is in accord with clearly specified guidelines/parameters or is shared with a Senior Manager.
- Guidance is generally available from a more senior employee within the time constraints required to make a decision. However, on occasion or within defined circumstances the incumbent must act without recourse to a Manager.

PV OFFICER / SENIOR SPECIALIST – GRADE 7

(1) General Description

Technical Specialist positions at this level are responsible for the provision of highly specialised services requiring extensive technical expertise and experience, which is clearly beyond Grade 6, such that the position plays a direct role in determining project outcomes and provides expertise in decision-making in relation to important corporate programs.

Work at this level is largely strategic, analytical, complex and non routine and directly impacts on organisational performance. Critical work will be undertaken with limited direction and the incumbent will provide specialist advice to stakeholders and senior management on the development and implementation of policies, strategic objectives and plans, budgets and procedures relevant to the function. The incumbent will be required to demonstrate senior leadership attributes and to foster commitment to the organisation's strategic vision, values and objectives.

Resource Management positions at this level are accountable for the management of extensive resources and programs that are clearly beyond Grade 6 because they require expertise and experience in a broader range of fields. The degree of accountability is such that the incumbent is held accountable for the performance, development and outputs of a large team, and such that the work group's performance directly impacts on organisational performance.

Positions at this level would require regular interaction with major stakeholders on complex matters and may be expected to undertake a broader role in the delivery of Regional or organisational objectives. Guidance and direction is limited and irregular and the incumbent would be required to manage teams of diverse discipline, implement change and foster a commitment to the organisation's strategic vision.

(2) Work Value Standards

Nature of Work:

- Work at this level is generally of a complex nature involving competing organisational priorities and requiring a very high level of judgement, experience and problem solving.
- The incumbent is a subject matter expert who conceptualises, initiates and implements, promotes and evaluates complex and innovative technical programs.
- Work at this level will directly impact on organisational performance.

Training, Skills and Experience:

- Requires specialist professional/technical knowledge and expertise related to the tasks of the work area.
- Operates with a degree of guidance in the way of technical methods, established procedures, policy, or legislative requirements but there is often a need to apply knowledge to unusual or non-recurring issues.
- The role will require the ability to lead and develop staff within the work area and on occasion may be required to assist other Line Managers in a mentoring capacity.
- Operational management positions will require strong leadership and management skills including the ability to develop and monitor complex work programs and to effectively utilise, performance manage and develop people and respond to workplace relations issues.
- Senior specialists will require extensive technical experience, formal technical training and may require tertiary or post-graduate qualifications.

Diversity of Knowledge:

- It would be expected that the range of issues to be considered require knowledge of a number of fields (such as park management, financial management, contract management, risk management and human resource management). There is a need to integrate these areas of knowledge in addressing technical or resource management issues.
- Requires knowledge of structures, processes and operation of government and the organization to develop new programs, project initiatives or policies.

Communication Demands:

- Purpose of communication may be to resolve complex issues through a process of consultation and negotiation. Must exercise sound communication skills that would include obtaining cooperation and negotiating with other staff members either on a peer or supervisory basis.
- Prepares technical reports at an advanced technical or authoritative level.
- Provides and receives highly complex, contentious or sensitive information where high levels of communication, sensitivity/diligence and interpersonal skills are required.
- Explains highly complex concepts, ideas and issues to an executive level audience for information or action.
- Focuses on understanding stakeholder issues and influencing their views to achieve outcomes.
- Initiates and maintains relationships with peers and senior internal/external stakeholders.
- Relates to external stakeholders on difficult or sensitive issues and represents the interests of PV in such circumstances.

Complexity of Tasks:

- Operates within broad guidelines and technical/professional parameters although the role would require the application of a variety of techniques, systems, methods or concepts to address issues, including unusual work situations.
- Identifies and responds to new and emerging strategic issues impacting on the operating environment.

- May be required to manage an operational area with a significant budget, staff responsibilities and works program and/or to manage a discrete function of political, strategic or organisational importance.
- May provide professional leadership in a specialised corporate support function and manage/leads complex projects or business systems.
- May be required to develop briefs on highly complex issues that provide options for decision-making at the highest levels within PV and routinely advise senior staff or stakeholders on policy issues and solutions within a functional area.
- Develops plans to deliver on evolving organisational priorities.

Reasoning Requirements:

- Required to take a lead role in the resolution of operational issues and problems by application of technical knowledge or guidelines and experience.
- Modifies and applies concepts to new situations that may impact beyond the immediate work area.
- Solutions and thinking may advance organisational innovation or occupational/professional knowledge.
- Provides specialist professional services or advice, including leadership/guidance to other specialists in the field.

Independence and Authority:

- Most decision-making is in accord with clearly specified guidelines or parameters or is shared with a Senior Manager.
- Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework. Decisions may set precedents for peers.
- The incumbent is expected to operate with autonomy in regard to the specified job functions/responsibilities.

SENIOR OFFICER – GRADE 8

(1) General Description

Senior Officers have significant organisational accountabilities and leadership responsibilities and will contribute to the direction and performance of Parks Victoria by leading others in the achievement of priority objectives.

Normally Senior Officers will report to a General or Regional Manager but on occasion may report to another Executive Officer or Senior Officer.

In contrast to Executive Officers, Senior Officers do not have general management accountabilities across a broad range of functions and output areas in Parks Victoria. Rather, they are the 'head of discipline' (or accountable manager) within their designated area of expertise or responsibility.

Typically Senior Officers require a high, or the highest level of specialist/professional expertise and experience related to the area of responsibility. They also require effective management and leadership capabilities as these skills and knowledge will inform their management of significant resources and people in the achievement of organisational goals.

(2) Work Value Standards

Nature of Work:

- Work at this level requires the highest level of specialist/professional expertise such that the incumbent will be accountable for the overall performance of a business unit/work program.

- Senior Officers are required to lead or manage others in the achievement of agreed objectives/priorities for the work area and will influence general management in determining the unit's priorities and how best to resource and achieve them.
- The incumbent's performance in the role will directly impact on the performance of others and Parks Victoria.
- Senior Officers are expected to assist other senior staff in an advisory and mentoring capacity and role model interdependence, collaboration and teamwork to all staff.

Training, Skills and Experience:

- Requires extensive specialist/professional knowledge and expertise related to the tasks of the work area as well as formal training, which may include tertiary and post-graduate qualifications of relevance to the discipline/functional area.
- Operates with limited guidance in the way of technical methods, established procedures, policy, or legislative requirements and is responsible for developing PV's policy and procedures relevant to the functional area.
- Demonstrates strong leadership and people management skills, including the ability to effectively guide, manage and develop others and to leverage stakeholder/customer relationships effectively to influence emerging issues.
- Requires strong business acumen including the ability to convert strategic long term plans into tactical actions and to develop and monitor complex work programs/projects, with consideration to the whole-of-organisation.

Diversity of Knowledge:

- It would be expected that the range of issues to be considered require knowledge of a number of fields (such as park management, financial management, contract management, risk management and human resource management). There is a need to integrate these areas of knowledge in addressing technical or resource management issues.
- Requires knowledge of structures, processes and operations of government and Parks Victoria in order to establish strategic directions and frameworks for the organisation and inspire/motivate others to follow them.
- Shows they understand the business PV is in and the market it operates in, and considers appropriate contingency plans.

Communication Demands:

- Provides and receives highly complex, contentious or sensitive information where high levels of communication, sensitivity/diligence and interpersonal skills are required and represents the interests of PV in such circumstances.
- Explains complex concepts, ideas and issues to executive and senior officers for information, decision-making or action.
- Proactively establishes/maintains appropriate networks and relationships to influence views to achieve desired outcomes.
- Communicates PV's strategy clearly in ways that help others to understand it.
- Actively facilitates inter-departmental relationships to promote the achievement of group goals and personally collaborates with peers to achieve organisational goals.
- Requires a consistent and effective leadership style which reinforces Parks Victoria's management principles and values.

Complexity of Tasks:

- Identifies and responds to new and emerging strategic issues impacting on the organisation and its priorities.
- May be required to manage an operational area with a significant budget, staff responsibilities and works program and/or to manage a discrete function of political, strategic or organisational importance.

- Develops briefs on highly complex/sensitive issues that provide options for decision-making at the highest levels within PV and routinely advises senior staff and stakeholders on policy issues, directions and solutions within the functional area.
- Integrates complex information and uses well researched arguments to make decisions that take into account impacts across the organisation.
- Schedules and prioritises multiple projects/tasks, allocates appropriate resources and establishes/monitors relevant key performance indicators to enable staff to focus on what is important.
- Demonstrates commitment to effectively manage and support changes Parks Victoria makes, and helps others to move forwards through change.
- Provides specialist/professional advice to others including other specialists in the discipline.

Reasoning Requirements:

- Modifies and applies concepts to new situations and evaluates alternatives according to their likely business and organisational impact.
- Regularly applies their knowledge/expertise to unusual or non-recurring issues.
- Takes a lead role in the resolution of issues and pre-empts the consequences of the chosen action based on knowledge, experience and perspicacity.
- Identifies multi-dimensional cause-effect relationships
- Integrates complex information to anticipate broader impacts on systems and operations and make decisions regarding medium to long term goal achievement.
- Solutions and thinking may advance organisational innovation or occupational/professional knowledge.

Independence and Authority:

- Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework. Decisions often set precedents for peers and may set precedents for the organisation.
- Establishes external alliances/networks for potential mutual benefit.
- Operates with autonomy in regard to the specified functions/responsibilities of the role.
- Actively intervenes in the work environment to ensure that all staff have an equal opportunity to workplace opportunities and operate in a healthy and safe manner.
- Accountable for own performance; managing performance of others in the work unit (if applicable) and/or contractors; and for the overall performance of the work unit.

Parks Victoria Grade 8 Characteristics and Behaviours

The Grade 8 Characteristics and Behaviours outlined in the table below describe the different levels of skills and behaviours typically demonstrated by an individual as they progress through the Grade 8 classification structure (from Step 1 through to Step2). The Characteristics and Behaviours are to be used in conjunction with the Grade 8 Work Value Descriptors. The Work Value Descriptors continue to provide the baseline for the Grade 8 positions.

Category	Characteristics and Behaviours	Associated Level
Technical Expertise	<ul style="list-style-type: none"> ▪ Thorough understanding of most of the sub-functions that make up the function (e.g. Finance, HR) ▪ Recognised as specialist on subject matter, may be sought by external parties for advice 	Senior Officer 2 (SO 2)
Operating Environment	<ul style="list-style-type: none"> ▪ Understanding of and ability to appropriately respond to commercial and political issues affecting business and sector ▪ Leads, champions, identifies and delegates (as process owner) business improvement opportunities at leadership level 	
Leading/Managing	<ul style="list-style-type: none"> ▪ Shares appropriate responsibility by allocating decision making authority, providing support without removing responsibility ▪ Sets direction and vision, for area, in conjunction with Executive ▪ Inspires and drives team, together with broader organization, to achieve these goals 	
Managing Relationships	<ul style="list-style-type: none"> ▪ Successfully negotiates and resolves conflict with Parks Victoria Leadership, or stakeholders (internal and external), building support for preferred alternatives ▪ Initiates and utilises business relationships (internally and externally) to achieve business goals 	
Judgment & Decision Making	<ul style="list-style-type: none"> ▪ Demonstrates ability to make robust strategic decisions, based on analysis and consideration of multiple view points ▪ Identifies and resolves complex process design issues and problems across projects or business functions, outside of immediate areas of expertise 	
Focus of Role	<ul style="list-style-type: none"> ▪ Strategic focus in aligning sub-functions together and in delivering and driving towards business goals ▪ Successfully develops and implements strategies ▪ Creates new relationships and opportunities for Parks Victoria ▪ Focus is often state-wide or whole-of-government in nature ▪ Successfully develops, and manages, the implementation of strategies to improve service (internally or externally) and converting strategy into articulated deliverables 	
Technical Expertise	<ul style="list-style-type: none"> ▪ Has mastered majority of the functional and technical knowledge and skills within subject area, and is sought out by peers in relation to issues ▪ Comprehensive understanding and proven experience in the sub-function 	Senior Officer 1 (SO 1)
Operating Environment	<ul style="list-style-type: none"> ▪ Sound knowledge of business and industry ▪ Able to evaluate decisions and problems demonstrating impact on or benefits to broader business (including identification of business process improvement and simplification opportunities) ▪ Demonstrates a thorough understanding of both technical and business issues, making correct commercial decisions, incorporating financial management of costs 	
Leading/Managing	<ul style="list-style-type: none"> ▪ May lead and manage a team of people/projects/budgets/resources ▪ Identifies development needs, allocates work and authority and creates opportunities for individual's professional growth ▪ Shares vision and direction for the business to achieve business objectives through team 	
Managing Relationships	<ul style="list-style-type: none"> ▪ Proactively builds and establishes strong relationships with peers within and across functions ▪ Identifies and implements solutions to resolve conflicts in a professional and diplomatic manner, seeking a win-win outcome ▪ Proactively looks for opportunities to share and collaborate within and across functions 	
Judgment & Decision Making	<ul style="list-style-type: none"> ▪ Demonstrates ability to make medium term decisions, requiring analysis of a range of issues, and impacting immediate area ▪ Able to identify both technical and business issues when proposing commercial solutions. Takes into consideration account cost and project impact to Parks Victoria ▪ Allocate resources appropriately to business priorities 	
Focus of Role	<ul style="list-style-type: none"> ▪ Impact on business, typically locally based, by influencing decisions through advice and counsel to others ▪ Contribute to the development and drive execution of the strategy for own subject area ▪ Actively participates in the development and enhancement of broader strategy and policies that impact on local area ▪ Proactively seeks, promotes and follows through on all opportunities for improvement within existing relationships 	

SCHEDULE 1: CLASSIFICATION AND SALARIES**Table 1: Classifications and salaries payable upon certification of this Agreement (inclusive of the first 3.25% salary increase) effective from 7 May 2008.**

Designation	Grade (and Salary Range)		Progression Step Amount	Base Salary Point (and Progression Steps)	(\$)
"PV Officer"	Grade 1 (\$1,963 - \$38,976)		\$638	Base Salary Point (Step1)	\$31,963
				Step 2	\$32,601
				Step 3	\$33,238
				Step 4	\$33,875
				Step 5	\$34,513
				Step 6	\$35,150
				Step 7	\$35,789
				Step 8	\$36,426
				Step 9	\$37,063
				Step 10	\$37,701
			Step 11	\$38,338	
			Ceiling	\$38,976	
"PV Officer"	Grade 2 (\$39,291 - \$42,931)		\$728	Base Salary Point (Step1)	\$39,291
				Step 2	\$40,019
				Step 3	\$40,747
				Step 4	\$41,475
				Step 5	\$42,203
				Ceiling	\$42,931
	Grade 2.1 (\$43,690 - \$46,923)		\$808	Base Salary Point (Step1)	\$43,690
				Step 2	\$44,499
				Step 3	\$45,307
				Step 4	\$46,115
			Ceiling	\$46,923	
"PV Officer"	Grade 2.2 (\$47,318 - \$52,571)		\$875	Base Salary Point (Step1)	\$47,318
				Step 2	\$48,194
				Step 3	\$49,069
				Step 4	\$49,945
				Step 5	\$50,820
				Step 6	\$51,695
				Ceiling	\$52,571
	Grade 2.3			Base Salary Point (Step1)	\$53,143
				Step 2	\$54,126
				Step 3	\$55,109
			Step 4	\$56,092	
			Step 5	\$57,075	
			Ceiling	\$58,058	
"PV Officer"	Grade 3 (\$53,143 - \$58,058)		\$983	Base Salary Point (Step1)	\$53,143
				Step 2	\$54,126
				Step 3	\$55,109
				Step 4	\$56,092
				Step 5	\$57,075
				Ceiling	\$58,058
	Grade 4 (\$58,970 - \$63,334)		\$1,091	Base Salary Point (Step1)	\$58,970
				Step 2	\$60,061
				Step 3	\$61,152
				Step 4	\$62,243
			Ceiling	\$63,334	
"PV Officer"	Grade 5 (\$64,787 - \$69,582)		\$1,199	Base Salary Point (Step1)	\$64,787
				Step 2	\$65,986
				Step 3	\$67,184
				Step 4	\$68,383
				Ceiling	\$69,582
	Grade 6 (\$70,763 - \$76,000)		\$1,309	Base Salary Point (Step1)	\$70,763
				Step 2	\$72,073
				Step 3	\$73,382
				Step 4	\$74,691
				Ceiling	\$76,000
"PV Officer"/ "Senior Specialist"	Grade 7 (\$77,852 - \$85,053)		\$1,440	Base Salary Point (Step1)	\$77,852
				Step 2	\$79,292
				Step 3	\$80,732
				Step 4	\$82,172
				Step 5	\$83,613
				Ceiling	\$85,053
"Senior Officer"	Grade 8 (\$85,486 - \$100,003)		\$1,613	Base Salary Point (Step 1)	\$85,486
				Ceiling	\$100,003
		SO1	\$1,930	Base Salary Point (Step 1)	\$101,936
		SO2		Ceiling	\$119,332

Table 2: Classification and salaries payable under this Agreement effective from the start of the first pay period on or following the 1 June 2008 (1.00% Salary Increase)

Designation	Grade (and Salary Range)		Progression Step Amount	Base Salary Point (and Progression Steps)	(\$)
"PV Officer"	Grade 1 (\$32,283 - \$39,366)		\$644	Base Salary Point (Step1)	\$32,283
				Step 2	\$32,927
				Step 3	\$33,571
				Step 4	\$34,214
				Step 5	\$34,859
				Step 6	\$35,502
				Step 7	\$36,146
				Step 8	\$36,790
				Step 9	\$37,433
				Step 10	\$38,078
				Step 11	\$38,721
				Ceiling	\$39,366
	"PV Officer"/ "Senior Specialist"	Grade 2 Grade 2.1 (\$39,684 - \$43,360)		\$735	Base Salary Point (Step1)
			Step 2	\$40,419	
			Step 3	\$41,154	
			Step 4	\$41,890	
			Step 5	\$42,625	
			Ceiling	\$43,360	
(\$44,127 - \$47,393) Grade 2.2		\$816	Base Salary Point (Step1)	\$44,127	
			Step 2	\$44,943	
			Step 3	\$45,760	
			Step 4	\$46,576	
			Ceiling	\$47,393	
(\$47,792 - \$53,096) Grade 2.3		\$884	Base Salary Point (Step1)	\$47,792	
			Step 2	\$48,676	
			Step 3	\$49,560	
			Step 4	\$50,444	
			Step 5	\$51,328	
			Step 6	\$52,212	
			Ceiling	\$53,096	
"PV Officer"/ "Senior Specialist"	Grade 3 (\$53,674 - \$58,639)		\$993	Base Salary Point (Step1)	\$53,674
				Step 2	\$54,667
				Step 3	\$55,660
				Step 4	\$56,653
				Step 5	\$57,646
			Ceiling	\$58,639	
"PV Officer"/ "Senior Specialist"	Grade 4 (\$59,560 - \$63,967)		\$1,102	Base Salary Point (Step1)	\$59,560
				Step 2	\$60,662
				Step 3	\$61,764
				Step 4	\$62,865
				Ceiling	\$63,967
"PV Officer"/ "Senior Specialist"	Grade 5 (\$65,435 - \$70,277)		\$1,211	Base Salary Point (Step1)	\$65,435
				Step 2	\$66,646
				Step 3	\$67,856
				Step 4	\$69,067
				Ceiling	\$70,277
"PV Officer"/ "Senior Specialist"	Grade 6 (\$71,471 - \$76,760)		\$1,322	Base Salary Point (Step1)	\$71,471
				Step 2	\$72,793
				Step 3	\$74,115
				Step 4	\$75,438
				Ceiling	\$76,760
"PV Officer"/ "Senior Specialist"	Grade 7 (\$78,630 - \$85,903)		\$1,455	Base Salary Point (Step1)	\$78,630
				Step 2	\$80,085
				Step 3	\$81,539
				Step 4	\$82,994
				Step 5	\$84,449
			Ceiling	\$85,903	
"Senior Officer"	Grade 8 SO1 (\$86,341 - \$101,003)		\$1,665	Base Salary Point (Step 1)	\$86,341
				Ceiling	\$101,003
"Senior Officer"	SO2 (\$102,955 - \$120,526)		\$1,993	Base Salary Point (Step 1)	\$102,955
				Ceiling	\$120,526

Table 3: Classification and salaries payable under this Agreement effective from the start of the first pay period on or following the date of the second 3.25% salary increase (ie, 1 June 2009)

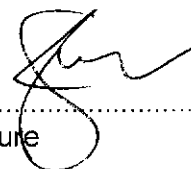
Designation	Grade (and Salary Range)		Progression Step Amount	Base Salary Point (and Progression Steps)	(\$)	
"PV Officer"	Grade 1 (\$33,332 - \$40,645)		\$665	Base Salary Point (Step1)	\$33,332	
				Step 2	\$33,997	
				Step 3	\$34,662	
				Step 4	\$35,326	
				Step 5	\$35,991	
				Step 6	\$36,656	
				Step 7	\$37,321	
				Step 8	\$37,985	
				Step 9	\$38,650	
				Step 10	\$39,315	
			Step 11	\$39,980		
			Ceiling	\$40,645		
"PV Officer"	Grade 2 Grade 2.1 (\$40,973 - \$44,770)		\$759	Base Salary Point (Step1)	\$40,973	
				Step 2	\$41,733	
				Step 3	\$42,492	
				Step 4	\$43,251	
				Step 5	\$44,010	
				Ceiling	\$44,770	
	(\$45,561 - \$48,933)	Grade 2.2		\$843	Base Salary Point (Step1)	\$45,561
					Step 2	\$46,404
					Step 3	\$47,247
					Step 4	\$48,090
			Ceiling	\$48,933		
(\$49,345 - \$54,822)	Grade 2.3		\$913	Base Salary Point (Step1)	\$49,345	
				Step 2	\$50,258	
				Step 3	\$51,171	
				Step 4	\$52,083	
				Step 5	\$52,996	
				Step 6	\$53,909	
			Ceiling	\$54,822		
"PV Officer"	Grade 3 (\$55,419 - \$60,545)		\$1,025	Base Salary Point (Step1)	\$55,419	
				Step 2	\$56,444	
				Step 3	\$57,469	
				Step 4	\$58,494	
				Step 5	\$59,520	
			Ceiling	\$60,545		
"PV Officer"	Grade 4 (\$61,496 - \$66,046)		\$1,138	Base Salary Point (Step1)	\$61,496	
				Step 2	\$62,633	
				Step 3	\$63,771	
				Step 4	\$64,909	
			Ceiling	\$66,046		
"PV Officer"	Grade 5 (\$67,562 - \$72,561)		\$1,250	Base Salary Point (Step1)	\$67,562	
				Step 2	\$68,812	
				Step 3	\$70,062	
				Step 4	\$71,312	
			Ceiling	\$72,561		
"PV Officer"	Grade 6 (\$73,794 - \$79,255)		\$1,365	Base Salary Point (Step1)	\$73,794	
				Step 2	\$75,159	
				Step 3	\$76,524	
				Step 4	\$77,889	
				Ceiling	\$79,255	
"PV Officer"/ "Senior Specialist"	Grade 7 (\$81,186 - \$88,695)		\$1,502	Base Salary Point (Step1)	\$81,186	
				Step 2	\$82,687	
				Step 3	\$84,189	
				Step 4	\$85,691	
				Step 5	\$87,193	
				Ceiling	\$88,695	
"Senior Officer"	Grade 8 (\$89,147 - \$104,285) (\$106,301 - \$124,443)	SO1	\$1,719	Base Salary Point (Step 1)	\$89,147	
				Ceiling	\$104,285	
		SO2	\$2,057	Base Salary Point (Step 1)	\$106,301	
				Ceiling	\$124,443	

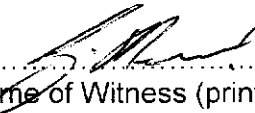
Table 4: Classification and salaries payable under this Agreement effective from the start of the first pay period on or following the date of the third 3.25% salary increase (ie; 1 June 2010)

Designation	Grade (and Salary Range)		Progression Step Amount	Base Salary Point (and Progression Steps)	(\$)			
"PV Officer"	Grade 1 (\$34,415 - \$41,966)		\$687	Base Salary Point (Step1) Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Ceiling	\$34,415 \$35,102 \$35,788 \$36,474 \$37,161 \$37,847 \$38,534 \$39,220 \$39,906 \$40,593 \$41,279 \$41,966			
	(\$42,305 - \$46,225)	Grade 2.1	\$784	Base Salary Point (Step1) Step 2 Step 3 Step 4 Step 5 Ceiling	\$42,305 \$43,089 \$43,873 \$44,657 \$45,441 \$46,225			
		(\$47,042 - \$50,523)	Grade 2.2	\$870	Base Salary Point (Step1) Step 2 Step 3 Step 4 Ceiling	\$47,042 \$47,912 \$48,783 \$49,653 \$50,523		
			(\$50,949 - \$56,604)	Grade 2.3	\$943	Base Salary Point (Step1) Step 2 Step 3 Step 4 Step 5 Step 6 Ceiling	\$50,949 \$51,891 \$52,834 \$53,776 \$54,719 \$55,661 \$56,604	
				Grade 3 (\$57,220 - \$62,513)		\$1,059	Base Salary Point (Step1) Step 2 Step 3 Step 4 Step 5 Ceiling	\$57,220 \$58,278 \$59,337 \$60,395 \$61,454 \$62,513
				Grade 4 (\$63,494 - \$68,193)		\$1,175	Base Salary Point (Step1) Step 2 Step 3 Step 4 Ceiling	\$63,494 \$64,669 \$65,843 \$67,018 \$68,193
	Grade 5 (\$69,758 - \$74,920)			\$1,291	Base Salary Point (Step1) Step 2 Step 3 Step 4 Ceiling	\$69,758 \$71,048 \$72,339 \$73,629 \$74,920		
	Grade 6 (\$76,192 - \$81,830)			\$1,410	Base Salary Point (Step1) Step 2 Step 3 Step 4 Ceiling	\$76,192 \$77,602 \$79,011 \$80,421 \$81,830		
	"PV Officer"/ "Senior Specialist"	Grade 7 (\$83,824 - \$91,578)		\$1,551	Base Salary Point (Step1) Step 2 Step 3 Step 4 Step 5 Ceiling	\$83,824 \$85,375 \$86,926 \$88,476 \$90,027 \$91,578		
		(\$92,044 - \$107,675)	SO1	\$1,775	Base Salary Point (Step 1) Ceiling	\$92,044 \$107,675		
SO2			\$2,124	Base Salary Point (Step 1) Ceiling	\$109,756 \$128,487			
(\$109,756 - \$128,487)								

EXECUTED as an Enterprise Agreement

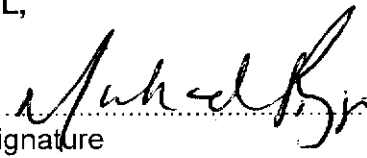
SIGNED for and on behalf of **PARKS VICTORIA**
by **MARK STONE**, Chief Executive in the presence of:

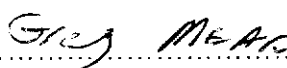

Signature

 GREG MEAD
Name of Witness (print)

SIGNED for and on behalf of **THE AUSTRALIAN MUNICIPAL,
ADMINISTRATIVE, CLERICAL AND SERVICES UNION**

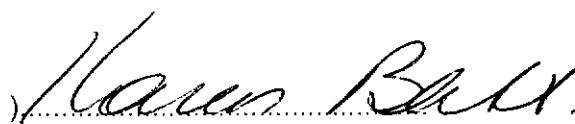
by **MICHAEL RIZO** in the presence of:



Signature

 GREG MEAD
Name of Witness (print)

SIGNED for and on behalf of **CPSU, THE COMMUNITY
AND PUBLIC SECTOR UNION** by its authorised officer

KAREN BATT in the presence of:

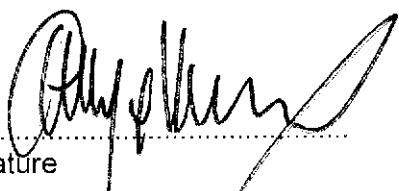

Signature



 JAMES GALLACHER
Name of Witness (print)

SIGNED for and on behalf of **THE AUSTRALIAN
WORKERS UNION**

by in the presence of:

CESAR MELHEM
Victorian Branch Secretary
The Australian Workers' Union
685 Spencer St, West Melbourne VIC 3003


Signature

 JAMES GALLACHER
Name of Witness (print)


SIGNED for and on behalf of **THE ASSOCIATION OF
PROFESSIONAL ENGINEERS, SCIENTISTS AND
MANAGERS AUSTRALIA**

by **JULIE CALVERT** in the presence of:


Signature

 ADAM FERNANDES
Name of Witness (print)