



# DECISION

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

**National Heavy Vehicle Regulator**  
(AG2017/1945)

## **NHVR ENTERPRISE AGREEMENT 2017-2020**

State and Territory government administration

COMMISSIONER WILSON

MELBOURNE, 27 JUNE 2017

*Application for approval of the NHVR Enterprise Agreement 2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *NHVR Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the National Heavy Vehicle Regulator. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Association of Professional Engineers Scientists and Managers Australia and the Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 July 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Classification	Salary per fortnight as at 1/7/16	Salary per annum as at 1/7/16
<b>AC</b>		
Level B	\$2,774.05	\$72,372.98
	\$2,865.94	\$74,770.33
	\$2,957.85	\$77,170.80
	\$3,050.38	\$79,582.24
Level C	\$3,214.83	\$83,872.52
	\$3,308.18	\$86,307.53
	\$3,401.03	\$88,730.44
	\$3,494.46	\$91,167.97
Level D	\$3,686.63	\$96,233.72
	\$3,774.74	\$98,480.27
	\$3,860.84	\$100,726.56
	\$3,946.40	\$102,958.76
Level E	\$4,127.25	\$107,677.00
	\$4,227.00	\$110,279.41
	\$4,326.44	\$112,873.73
	\$4,425.66	\$115,462.31
Level F	\$4,572.73	\$119,299.26
	\$4,661.13	\$121,605.55
	\$4,748.33	\$123,880.54
	\$4,836.30	\$126,175.61
<b>PC</b>		
Level A	\$2,343.52	\$61,140.76
	\$2,474.97	\$64,570.20
	\$2,605.67	\$67,985.25
	\$2,737.43	\$71,417.59
	\$2,869.33	\$74,858.77
	\$2,999.47	\$78,254.03
Level B	\$3,101.63	\$80,919.31

Classification	Salary per fortnight as at 1/7/16	Salary per annum as at 1/7/16
AC	\$3,247.51	\$84,725.22
	\$3,343.99	\$87,242.31
	\$3,440.92	\$89,771.15
Level C	\$3,663.28	\$95,572.36
	\$3,757.81	\$98,038.58
	\$3,851.99	\$100,495.67
	\$3,946.40	\$102,958.76
Level D	\$4,127.25	\$107,677.00
	\$4,226.90	\$110,276.80
	\$4,326.44	\$112,873.73
	\$4,425.66	\$115,462.31
Level E	\$4,572.85	\$119,302.39
	\$4,661.13	\$121,605.55
	\$4,748.33	\$123,880.54
	\$4,836.30	\$126,175.61

- 3 The NHVR undertakes:
- a. That it will meet the requirements of s 23.4(a) and (c)(i) to (iii) of the State Government Agencies Award 2010; and
  - b. That on termination of employment, overtime worked that has not been taken as TOIL is paid out to the employee at the applicable overtime rate.

 23-6-17  
 Jennifer Rotili  
 Acting Executive Director (Regulatory and Legal Services)  
 National Heavy Vehicle Regulator

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

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

**NATIONAL HEAVY VEHICLE REGULATOR (NHVR) ENTERPRISE AGREEMENT 2017  
– 2020**

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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1.0 BACKGROUND**

- 1.1 This is a Single - Enterprise Agreement under section 172(2) of the *Fair Work Act 2009* (Cth).

### **2.0 TITLE**

- 2.1 This Agreement will be known as the NHVR Enterprise Agreement 2017 - 2020.

### **3.0 PURPOSE**

- 3.1 The purpose of this Agreement is to set out the terms and conditions of employment for the Employees covered by the Agreement.

### **4.0 OBJECTIVES**

- 4.1 The NHVR's vision is to provide leadership and influence in the heavy vehicle Industry to drive sustainable improvement to productivity, efficiency and safety outcome across the industry and the national economy.
- 4.2 The NHVR will encourage and promote a safe, productive and efficient industry by efficiently delivering the core functions of the Heavy Vehicle National Law through the:
- a) promotion of public safety;
  - b) promotion of industry productivity and efficiency;
  - c) encouragement of regulator, government and operator efficiency;
  - d) management of the impact of heavy vehicles on the environment, infrastructure and public amenities.
- 4.3 During the period of the Agreement, the Employees will develop organisational capability through systems and people to deliver improved services to the community and stakeholders to ensure an efficient and effective national heavy vehicle regulatory regime.
- 4.4 The parties agree amongst other things to:
- a) drive nationally consistent standards, processes and decision making;
  - b) adopt contemporary business and service delivery models that will be underpinned by a customer-focused, digital-first service delivery model; and
  - c) become a recognised leader in regulation.

### **5.0 COVERAGE**

- 5.1 This Agreement covers:
- a) the National Heavy Vehicle Regulator (**NHVR**);
  - b) an Employee (**Employee**) of the NHVR who is –
    - i) employed in a position that falls within a classification level in Appendix 1;
    - ii) paid at a salary level set out in Appendix 1;
    - iii) employed in connection with the functions of the NHVR, except for the functions of on-road regulatory compliance and assurance, and heavy vehicle inspections; and
  - c) the Association of Professional Engineers, Scientists and Managers

(APESMA) and the Australian Municipal, Administrative, Clerical and Services Union (trading as the Australian Services Union (ASU)).

- 5.2 To be clear, an Employee will not be covered by this Agreement if the Employee is:
- a) not employed in a position that falls within a classification level in Appendix 1;
  - b) employed in a position that falls within a classification level in Appendix 1, but whose salary level exceeds the highest increment of the highest classification level described in Appendix 1; or
  - c) employed in connection with the NHVR functions of:
    - i) on-road regulatory compliance and assurance; or
    - ii) heavy vehicle inspections.
- 5.3 This Agreement regulates the employment relationship between the NHVR and its Employees. The National Employment Standards (NES) also contain minimum conditions of employment for those Employees.

## **6.0 OPERATION OF THIS AGREEMENT**

- 6.1 This Agreement will commence operation seven days after approval by the Fair Work Commission.
- 6.2 This Agreement will nominally expire on 30 June 2020.
- 6.3 The parties covered by this Agreement undertake to commence negotiations for a new Enterprise Agreement no later than six months prior to the nominal expiry date of this Agreement.
- 6.4 From the commencement of this Agreement, parties covered by this Agreement or an Employee whose employment is subject to the Agreement must not pursue further claims with respect to the terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the Terms of this Agreement.
- 6.5 This Agreement operates to the complete exclusion of any modern award which may apply, including the *State Government Agencies Award 2010*, unless expressly provided for in this Agreement, and this Agreement replaces, in its entirety, the NHVR Single Enterprise Agreement 2013-2017.
- 6.6 This Agreement must be read in conjunction with the NES and, in the event of any inconsistency, the NES prevails, unless this Agreement provides for an outcome or entitlement more favourable to the Employee.
- 6.7 Any policies, procedures or guidelines of the NHVR, either scheduled in this Agreement or operating in conjunction with this Agreement, are subject to Clause 58.0 Consultation and Clause 60.0 Dispute Resolution.
- 6.8 The NHVR may, subject to its consultation obligations under this Agreement, vary its policies, procedures and guidelines.
- 6.9 Notwithstanding Clauses 6.4 and 6.8, disputes and grievances over the content, application or interpretation of the NHVR's policies, procedures or guidelines are subject to the Dispute Resolution procedure in Clause 60.0.
- 6.10 In any matter arising under this Agreement, or associated with an Employee's

performance or grievance, the Employee may have an Employee representative of their choice assist or represent him/her on a particular matter.

- 6.11 Notwithstanding Clause 6.4, the Agreement may be varied or terminated in accordance with the *Fair Work Act 2009* (Cth), or any successor legislation.

## **7.0 ACCESS TO THE AGREEMENT**

- 7.1 All Employees, including all new Employees upon engagement with the NHVR will have access to this Agreement on the NHVR's intranet.

## **8.0 INTERPRETATION AND DEFINITIONS**

**Action** includes a refusal or failure to act.

**Agreement** means the NHVR Enterprise Agreement 2017 - 2020.

**Anniversary date** means the date in each calendar year that corresponds with the date on which an Employee commenced employment with the NHVR.

**APESMA** means the Association of Professional Engineers, Scientists & Managers, Australia.

**ASU** means the Australian Municipal, Administrative, Clerical and Services Union (trading as the Australian Services Union).

**ATO** means the Australian Taxation Office.

**Eligible Employee** means an Employee employed at Administrative Classification Level D or below, or Professional Classification Level C or below.

**Employee** means an Employee of the NHVR covered by this Agreement (whether full time, part time, temporary or casual).

**Heavy Vehicle National Law** means the National Heavy Vehicle Law set out in Schedule 1 to the *Heavy Vehicle National Law Act 2012* (Qld) or its equivalent in participating jurisdictions.

**Immediate family or household** has the same meaning as Immediate Family in section 12 and Employee's Household in section 104 of the *Fair Work Act 2009* (Cth).

**National Employment Standards** means the National Employment Standards as set out in Part 2-2 of the *Fair Work Act 2009* (Cth).

**NHVR** means the National Heavy Vehicle Regulator.

**Relevant Manager** means the person to whom the Chief Executive Officer has delegated a relevant function.

**Serious misconduct** has the same meaning as that prescribed in the *Fair Work Regulations 2009* (Cth).

## **PART 2 TERMS OF EMPLOYMENT**

### **9.0 GENERAL**

9.1 Employees will be engaged by the NHVR on a full time, part time, temporary or casual basis.

### **10.0 FULL TIME EMPLOYMENT**

10.1 Full time employment refers to an Employee who, over a four week period, works an average of 38 hours per week.

10.2 The NHVR's preferred mode of engagement for Employees is on a permanent basis, and it will explore all options to minimise the number of Employees engaged by other means throughout the term of this Agreement.

### **11.0 PART TIME EMPLOYMENT**

11.1 Part time employment refers to an Employee who works less than full time hours of work.

11.2 At the time of engagement, the NHVR and the Employee will agree in writing on the arrangements for part time work. They will agree on the regular pattern of work, specifying the number of hours to be worked each day, which days of the week the Employee will work, and the start and finish times.

11.3 Any variation to the regular pattern of work of a part time Employee agreed between the NHVR and the Employee will be recorded in writing.

11.4 The NHVR may approve a request from a full time Employee for a part time arrangement. Such a request may be made at any stage and will not be unreasonably refused. Where an Employee's written request for part time arrangements is refused, the NHVR will provide the Employee with written reasons for the decision, within 21 days of the decision.

### **12.0 TEMPORARY EMPLOYMENT**

12.1 Temporary employment refers to employment for either:

- a) a fixed term (**Fixed Term Contract**);
- b) a maximum term (**Maximum Term Contract**); or
- c) a specified task or project (**Specified Task Contract**).

12.2 A period of temporary employment on a Fixed Term Contract ends at close of business on completion of the contract period. Clauses 73.0 and 74.0 of this Agreement do not apply to a temporary Employee engaged on a Fixed Term Contract.

12.3 A period of temporary employment on a Maximum Term Contract or a Specified Task Contract ends on completion of the maximum term or the specified task or project, unless terminated earlier by either party in accordance with Clause 73.0 or Clause 74.0 of this Agreement.

12.4 Where the NHVR decides to renew or extend a period of temporary employment beyond its completion date, the further temporary employment will be offered to the position holder, provided that their performance in the temporary position has been satisfactory.

12.5 Where the NHVR decides not to extend a period of temporary employment beyond its completion date, the temporary position holder will be alerted in writing no later than two weeks before the completion date.

12.6 A temporary Employee will not ordinarily be engaged for a continuous period of longer than two years.

### **13.0 CASUAL EMPLOYMENT**

13.1 Casual employment refers to an Employee who is engaged on an hourly basis.

13.2 In addition to the base hourly rate of pay, casual Employees will be paid a loading of 25% which will be compensation for the nature of the work and in lieu of all entitlements to paid leave (other than long service leave), public holidays, notice of termination and redundancy benefits in this Agreement.

### **14.0 NHVR TO ADVISE EMPLOYEE OF TERMS OF EMPLOYMENT IN WRITING**

14.1 The NHVR will, at the time of engagement, provide each Employee with written advice of the terms of their employment which specifies:

- a) whether they are a full time, part time, temporary or casual Employee;
- b) if they are a part time or temporary Employee, the part time or temporary employment arrangement applying to the Employee;
- c) commencement date;
- d) completion date or expected completion date (if applicable);
- e) the length of the probation period;
- f) an outline of the duties of the position;
- g) details of hours and days of work;
- h) the classification and rate of pay of the position;
- i) superannuation;
- j) confidentiality requirements; and
- k) the possibility of a requirement to work shiftwork (if applicable).

14.2 The NHVR will also provide each Employee with a copy of, or access to:

- a) this Agreement;
- b) the NES; and
- c) any other relevant details attaching to the employment arrangement.

### **15.0 PROBATION**

15.1 Unless waived by the NHVR, all new Employees (excluding casual Employees) will complete an initial probation period of six months.

15.2 During the probation period the Employee's work performance, behaviour and suitability for ongoing employment will be assessed.

15.3 Subject to Clause 15.4 the Employee's employment will either be confirmed or terminated by the end of the probation period.

15.4 An Employee's employment may be terminated by the NHVR at any time during their probationary period with at least one week's notice, or pay in lieu of the whole or part of the notice, unless the Employees' service is terminated for serious misconduct, in which case the employment may be terminated without notice. Following the probationary period, the required period of notice for Employees (excluding

temporary Employees engaged on Fixed Term Contracts) is in accordance with Clauses 73.0 and 74.0.

### **PART 3 HOURS OF WORK AND RELATED MATTERS**

#### **16.0 HOURS OF WORK**

- 16.1 The hours of work for full time Employees are 152 hours over a four week period (38 hours per week/7.6 hours per day).
- 16.2 The average 38 hours per week shall be worked under one of the following arrangements:
- a) Standard Hours; or
  - b) Twenty day work cycle.
- 16.3 The arrangements for when work is performed by an Employee or work group shall be set with the agreement of the NHVR and the Employee or a majority of the work group. The arrangement for when an Employee works Standard Hours in accordance with Clause 16.2(a) must be by written agreement between the Employee and the NHVR.
- 16.4 The Standard Hours arrangement shall consist of a working time of 7.6 hours per day between 6.00am and 7.00pm, Monday to Friday.
- 16.5 The Twenty day work cycle arrangement shall be worked on a 20 working day cycle consisting of 8.0 hours worked between 6.00am to 7.00pm, Monday to Friday inclusive. The additional 0.4 hours each day will accrue as an entitlement to take one day (7.6 hours) as a paid rostered day off during a four week period.
- 16.6 Subject to mutual agreement between Employees and supervisors, Employees may accrue up to a maximum of 5 rostered days off, to be taken at a mutually agreed time, provided that no Employee may accrue in excess of 5 rostered days off.
- 16.7 Employees should not work more than 10 hours per day unless specifically directed to do so by the NHVR.
- 16.8 An Employee will not be required to, and must not, work for more than 5 consecutive hours without a break of at least 30 minutes. A meal break will not be counted as time worked unless in accordance with Clause 17.0.
- 16.9 An Employee will be entitled to a 20 minute rest break on each working day, which may be taken in two ten minute blocks at times which are suitable to the business continuity of NHVR. A rest break will be counted as time worked.

#### **17.0 SHIFT WORK**

- 17.1 Shift work shall be worked in accordance with a Continuous shift roster, or a Non-continuous shift roster, mutually agreed between the Chief Executive Officer and a majority of the work group.
- 17.2 For the purpose of this Clause:
- a) 'Day shift' will be between 6.00am and 7.00pm;
  - b) 'Afternoon shift' will commence at or after 12 noon and before 6.00pm;
  - c) 'Night shift' will be between 6.00pm and 6.00am;

- d) **Continuous shift work** means hours of work that are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a seven day week;
  - e) **Non-continuous shift work** means hours of work that are regularly rotated in accordance with a shift roster covering two or more shifts (day, afternoon or night), but do not cover a 24 hour per day operation over a seven day week.
- 17.3 Prior to the introduction of shift work, the NHVR shall provide two weeks' notice to the relevant Employees required to undertake the shift work.
- 17.4 Ordinary working hours of shift work are inclusive of the 30 minute paid meal breaks, and shall be worked at any hour of the day on any day of the week. Paid meal breaks shall be taken at a time and in a place convenient to the performance of the Employee.
- 17.5 Except where Clause 17.6 applies, the following apply in addition to ordinary rates of pay:
- a) 15% afternoon shift loading will apply to the whole shift;
  - b) 30% night shift loading will apply to the whole shift.
- 17.6 A shift worker who is rostered to work ordinary hours of work on a Saturday or Sunday or a gazetted public holiday will be paid the following loadings in addition to their ordinary rate of pay:
- a) when required to perform such work on a Saturday (except a public holiday), a loading of 50% of the appropriate hourly rate for each hour of duty;
  - b) when required to perform such work on a Sunday (except a public holiday), a loading of 100% for each hour of duty; and
  - c) when required to perform such work on a public holiday, a loading of 150% for each hour of duty.
- 17.7 The appropriate shift loading or Saturday or Sunday or Public Holiday rate shall be applied to the whole shift where the majority of ordinary hours are worked.
- 17.8 An Employee who is a continuous shift worker will be entitled to five weeks annual leave per year.
- 17.9 An Employee who is a shift worker and works in excess of their rostered ordinary hours is entitled to be paid at the overtime rate of 200%.
- 17.10 An Employee who is a shift worker and is employed at Administrative Classification Level D is entitled to paid overtime at the rate equivalent to the highest pay point at the Administrative Classification Level C.
- 17.11 An Employee who is a shift worker and is employed above Administrative Classification Level D is not entitled to paid overtime, but shall be eligible for time off in lieu subject to Clause 24.0.
- 17.12 In accordance with Clause 24.0, a shift worker may seek to forego the overtime payment and receive time off in lieu.
- 17.13 The allowances, loadings and overtime rates within this Clause are not cumulative. If an Employee is entitled to more than one loading, allowance or overtime rate, the Employee will be paid the highest single loading, allowance or overtime rate applicable to the period of time worked.

## **18.0 ACCRUED TIME ARRANGEMENTS**

- 18.1 The Accrued Time arrangements will enable Employees to vary working hours, patterns and arrangements to provide flexibility to benefit Employees, clients and the NHVR.
- 18.2 The Accrued Time arrangement is available to all Employees and is subject to approval from the NHVR.
- 18.3 An Employee may accumulate additional hours worked in excess of the Employee's ordinary hours of work and take approved time off using the accrued time credit.
- 18.4 Employees may carry over up to 40 accrued hours in a 20 working day settlement period. Accrued hours in excess of this amount will be forfeited at the end of each settlement period.
- 18.5 Notwithstanding Clause 18.4, excess accrued hours may be carried over to the next settlement period if an Employee has provided at least 48 hours prior written notice to the NHVR, with the intention of taking the excess accrued time off within the settlement period, but has had the request refused.
- 18.6 Subject to operational convenience and mutual agreement between the NHVR and Employee an Employee may take up to 5 days accrued time as a consecutive period of time off.
- 18.7 All Employees subject to this arrangement must record their working hours through the NHVR time sheet system.
- 18.8 Where an Employee's time management is deemed to be unsatisfactory, the Chief Executive Officer may direct the Employee to work Standard Hours.

## **19.0 WORKLOAD**

- 19.1 The NHVR acknowledges the benefits to both the organisation and the individual Employee gained through Employees having a balance between both their professional and family lives.
- 19.2 The NHVR recognises that the allocation of work must include consideration of the Employee's hours of work and health, safety and welfare. Work will be allocated so that it does not routinely require work to be undertaken beyond an Employee's ordinary hours of work. However the NHVR may require an Employee to work overtime in an emergency or where such work is unavoidable because of work demands or operational requirements.
- 19.3 When an Employee is required by the NHVR to work overtime the Employee must be compensated in accordance with the provisions contained in either Clauses 20.0 or 24.0.
- 19.4 Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by the NHVR, an Employee may refuse the overtime work if it imposes unreasonable personal or family hardship, or if the requirement to perform overtime work is otherwise unreasonable under the NES.
- 19.5 Managers and Employees have a mutual responsibility for managing their working



hours and patterns, including leave planning, Accrued Time arrangements, and minimising the working of excessive hours where possible. These provisions are designed to be sufficiently flexible for Employees to meet business requirements and balance their personal needs.

- 19.6 Where an Employee or a group of Employees believe that there is an allocation of work leading to the Employee or Employees being overloaded with work, the Employee or group of Employees concerned can seek to have the work allocation reviewed by NHVR. Where there is a sustained need for additional hours to be worked, the NHVR will review its resourcing to ensure Employees' concerns and the requirements are being met.

## **20.0 OVERTIME**

- 20.1 Overtime will be paid to Eligible Employees who work approved overtime.
- 20.2 Employees who are employed at Administrative Classification Level E, or Professional Classification Level D, or above are not entitled to paid overtime, but shall be eligible for time off in lieu at ordinary time rate in accordance with Clause 24.0.
- 20.3 Eligible Employees employed at the Administrative Classification Level D, or Professional Classification Level C who work approved overtime will be paid overtime at the rate equivalent to the highest pay point at Administrative Classification Level C.
- 20.4 An Eligible Employee is entitled to overtime or time off in lieu of overtime for the additional work where the Employee:
- a) is required by the NHVR to perform work outside of their ordinary hours of work on weekends or public holidays;
  - b) is required to work in excess of the standard ordinary hours; or
  - c) is recalled to duty to attend to an emergency.
- 20.5 Where an Eligible Employee requests and is approved by the NHVR to work outside of their ordinary hours, this will be considered as ordinary time worked and subject to Accrued Time Off Arrangements.
- 20.6 Only approved overtime will be paid for, and the following rates of overtime will apply:
- a) Monday - Friday (over and above ordinary hours): 150% for the first 3 hours and 200% thereafter;
  - b) Saturday: 150% for the first 3 hours and 200% thereafter, except all hours worked after 12 noon are at 200%. There will be a minimum payment of 3 hours;
  - c) Sunday: 200% for all hours worked with a minimum payment of 3 hours.
- 20.7 For the purposes of Clause 20.6, in accruing or calculating the payment of overtime, each period of overtime will stand alone.

## **21.0 OVERTIME MEAL BREAKS**

- 21.1 Where an Employee is required to work approved overtime immediately after their ordinary hours of work they will be entitled to a first 30 minute overtime meal break and allowance after working 2 hours of overtime, if they are required to continue working overtime beyond 2 hours.
- 21.2 Where an Employee is required to work approved overtime which is not immediately

after their ordinary hours of work, they will be entitled to a first 30 minute overtime meal break and allowance after working 4 hours of overtime, if the Employee is required to continue working overtime beyond 4 hours.

- 21.3 Where an Employee is required to continue working approved overtime, a subsequent meal break and allowance shall be provided for each continuous four-hour period of overtime worked, excluding breaks, if the Employee is required to continue working overtime.
- 21.4 Where overtime follows immediately after shift work, meal breaks shall be paid meal breaks.
- 21.5 Meal related allowances shall be set in accordance with table 1 of the ATO Ruling TD 2013/16 as varied or replaced. The first overtime meal allowance shall be the same amount as "Breakfast - Other country centres". The second overtime meal allowance shall be the same as the "Lunch - Other country centres".

## **22.0 REST PERIOD AFTER OVERTIME**

- 22.1 Employees are required to take at least a 10 hour break between completing overtime and commencing the next period of work. An Employee must be released after the completion of overtime until they have had 10 consecutive hours off work.
- 22.2 If on the instructions of the NHVR, a 10 hour break is not possible, the Employee will be paid at the rate of 200% until they are released from duty to enable a 10 hour break from work.
- 22.3 In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence, NHVR must provide adequate transport free of cost to the Employee.

## **23.0 CHILDCARE DURING OVERTIME WORK**

- 23.1 Where an Employee is required by the NHVR to work outside of their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the NHVR, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the NHVR as soon as possible after the working of such overtime.

## **24.0 TIME OFF IN LIEU OF OVERTIME**

- 24.1 Time off in lieu, rather than paid overtime, is an alternative form of recompense for additional work required by the NHVR over and above the:
- a) ordinary hours of work; and
  - b) work able to be accommodated within the Accrued Time arrangements.
- 24.2 An Employee may choose, subject to the agreement of their Manager, to be credited at the appropriate overtime rate with time off in lieu instead of a payment for overtime as set out in this Clause.
- 24.3 Where approved overtime is performed by Employees at the Administrative Classification Level D4 or below, or at the Professional Classification Level C4 or below, time off in lieu of overtime is calculated as either 150% (one and half hours

off for each hour of overtime worked) or 200% (two hours off for each hour of overtime worked) in accordance with Clause 20.6.

- 24.4 Where approved overtime is worked by Employees at the Administrative Classification Level E or above, or at the Professional Classification Level D or above, time off in lieu of overtime is calculated at 100% (one hour off for each hour of overtime worked).
- 24.5 Where an Employee who has worked approved overtime wishes to take time off in lieu, they must communicate that decision as soon as possible and consult with the relevant Manager to determine when that time off is to be taken.
- 24.6 Where time off in lieu has not been taken within 12 weeks of accrual, it may no longer be taken and NHVR must provide payment for the overtime at the rates specified in Clause 20.6 .

## **25.0 PUBLIC HOLIDAYS**

- 25.1 Employees will observe the following public holidays each year without deduction of pay:
- a) New Year's Day;
  - b) Good Friday;
  - c) Easter Saturday;
  - d) Easter Sunday (where declared);
  - e) Easter Monday;
  - f) Christmas Day;
  - g) Boxing Day;
  - h) Australia Day;
  - i) Anzac Day; and
  - j) Queen's Birthday.
- 25.2 The following provisions also apply in respect of public holidays:
- a) when Christmas Day is on a Saturday or a Sunday, a holiday in lieu will be observed on 27 December (hereafter referred to as a substitute day);
  - b) when Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December (substitute day); and
  - c) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday (substitute day).
- 25.3 Where in a State, Territory or locality, public holidays are declared, prescribed or substituted on days in addition to those set out in Clause 25.1 those days will constitute additional holidays for the purpose of this Agreement in that State, Territory or locality.
- 25.4 Where there is agreement between the Chief Executive Officer and an individual Employee subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in Clauses 25.1 and 25.2. An Employee who works on each substituted day shall be paid at the rate for the holiday that has been substituted.
- 25.5 A shift worker Employee who is rostered off on any of the public holidays in this Clause must be granted an additional day's holiday in lieu at a time to be agreed between the NHVR and the Employee concerned, or an extra day will be added to their annual leave, for such day on which such Employee is rostered off. Provided that in respect to Easter Saturday or Easter Sunday, the previous provisions do not

apply to Employees who are not ordinarily required to work on those days.

- 25.6 The NHVR may request an Employee (non-shift worker) to work on a public holiday if the request is reasonable. If the NHVR requests an Employee (non-shift worker) to work on a public holiday the Employee may refuse if the request is not reasonable or the refusal is reasonable. In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- a) the nature of the NHVR's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
  - b) the Employee's personal circumstances, including family responsibilities;
  - c) whether the Employee could reasonably expect that the NHVR might request work on the public holiday;
  - d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
  - e) the type of employment of the Employee (for example, whether full time, part time, casual or shiftwork);
  - f) the amount of notice in advance of the public holiday given by the NHVR when making the request;
  - g) in relation to the refusal of a request, the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
  - h) any other relevant matter.

## **26.0 SPECIAL RATES FOR PUBLIC HOLIDAYS**

- 26.1 A shift worker Employee who is required to perform rostered hours of ordinary duty on a Public Holiday (as defined in Clause 25.0) is entitled to be paid in accordance with Clause 17.6.
- 26.2 An Employee (non-shift worker) who is required to perform hours of ordinary duty on a Public Holiday (as defined in Clause 25.0) will be paid for such work at the rate of 250% for a minimum of 4 hours. Alternatively, the Employee may take time off in lieu (at the rate of two hours and 30 minutes, for each hour of overtime worked) in accordance with Clause 24.0.
- 26.3 All approved overtime subject to Clause 25.0 worked on a public holiday or days substituted for a public holiday, either outside an Employees' ordinary starting or ceasing time on such a day or in excess of the ordinary hours for such a day, must be paid for at 200% of the rate prescribed by this Agreement for such time worked.

## **27.0 CHRISTMAS CLOSEDOWN**

- 27.1 This Clause applies from 25 December to the first working day following the first day of January (**Christmas Closedown Period**).
- 27.2 The NHVR's Offices will be closed for normal business purposes during the Christmas Closedown Period.
- 27.3 An Employee:
- a) may be absent on a working day;
  - b) may record their absence as approved Annual Christmas Close Down

- leave; and
  - c) is not required to take annual leave or accrued time off.
- 27.4 An Employee who works part time is entitled to be credited with the number of hours that they would have worked during the working days of approved Annual Christmas Closedown leave.
- 27.5 The NHVR may require an Employee to work during the Christmas Closedown Period in an emergency or where such work is unavoidable because of work demands or operational requirements.
- 27.6 Employees will be notified no later than 1 September each year if they are required to work during the Christmas Closedown Period.
- 27.7 An Employee who is required to work on a Public Holiday will be entitled to:
- a) overtime at the applicable rate calculated in accordance with Clause 20.0; or
  - b) time off in lieu in accordance with Clause 24.0.
- 27.8 An Employee who is required to work on a working day that is not a Public Holiday is entitled to a holiday in lieu and will not be entitled to overtime or time off in lieu.

#### **28.0 TELECOMMUTING - HOME BASED WORK**

- 28.1 An Employee may work from home subject to the written approval of the Chief Executive Officer or Executive Director and subject to operational convenience, workplace health and safety considerations and satisfactory work performance.
- 28.2 Any approved home based work arrangement will be reviewed by the NHVR on a regular basis.
- 28.3 The Chief Executive Officer or Executive Director may cancel a home based work arrangement at any time, by giving two weeks' written notice to the Employee. The two week written notice period does not apply if a workplace health and safety risk is identified. In such cases the Chief Executive Officer or Executive Director may cancel the home based work arrangement immediately.

### **PART 4 REMUNERATION & RELATED MATTERS**

#### **29.0 RATES OF PAY**

- 29.1 Each position will be classified as falling within one of the levels described in Appendix 1- Classifications and Salary Levels.
- 29.2 Any new appointment to a position, including by way of reclassification, will normally be at the minimum pay point of that classification level. However, payment of a higher salary may be approved by the Chief Executive Officer after considering the Employee's experience, qualifications, skills and any other relevant factor.
- 29.3 Employees who meet performance objectives and standards set by the NHVR's performance review process in Appendix 4 and as documented in individual performance plans may advance to the next increment within their classification level once in every 12 month period. All incremental payments will be effective from the first full pay period on or after an Employee's Anniversary date.

- 29.4 Employees at the highest increment within their classification level may advance to the next classification level only if their position is reclassified by the NHVR to a higher level.
- 29.5 An Employee may apply in writing for a reclassification to a higher level (Employee initiated reclassification) at any time. Any such reclassification is subject to Clause 29.7.
- 29.6 The NHVR may, at its discretion, reclassify a position (Management initiated reclassification) at any time. An Employee who is performing a permanent role that is reclassified following a Management initiated reclassification is not required to further apply for the role.
- 29.7 Reclassification of positions (both Employee initiated reclassification and Management initiated reclassification) will be subject to factors including:
- a) the Employee's qualifications or experience are used by the Employee in a way that expands the work value of the position; and
  - b) the work outcomes are of a standard that is recognised as improving outcomes for the NHVR.

### **30.0 SALARY INCREASES**

- 30.1 The greater of the annual salary increases in subclauses a) and b) will be paid under this Agreement on and from the first full pay period on or after 1 July 2017, 1 July 2018 and 1 July 2019:
- a) 2.5%; or
  - b) the percentage change for the most recent March quarter of the Consumer Price Index, Australia (Australian Bureau of Statistics Cat No. 6401.0),
- 30.2 The rates of pay following each increase in 30.1 a) are set out in Appendix 1. The rates of pay following each increase, in the event subclause 30.1 b) is applied, will be notified to the Employees no later than 1 July of each relevant year.

### **31.0 PAYMENT OF SALARIES**

- 31.1 Salaries are paid fortnightly in arrears.

### **32.0 SUPERANNUATION AND SALARY SACRIFICE**

- 32.1 In addition to salary, an Employee will be entitled to superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth). Employer contributions will be made to the NHVR's default fund or to a compliant fund nominated by the Employee, in accordance with the rules of the fund.
- 32.2 Employees will have the opportunity to participate in salary sacrifice superannuation arrangements under which the NHVR will contribute additional superannuation for Employees who make voluntary contributions based on the scale provided in the table below:

<b>Voluntary Employee Contribution</b>	<b>NHVR Employer Contribution</b>
5.00%	12.75%
4.00%	11.75%
3.00%	10.75%

<b>Voluntary Employee Contribution</b>	<b>NHVR Employer Contribution</b>
2.00%	9.75%
0.00%	9.5%

32.3 Employees will also have the opportunity to participate in the salary packaging scheme and the NHVR will explore options for its expansion. .

## **PART 5 LEAVE PROVISIONS**

### **33.0 GENERAL**

33.1 The NHVR or relevant Manager may grant an Employee leave in accordance with this Part.

33.2 The provisions set out in this Part comply with the NES.

### **34.0 ANNUAL LEAVE**

34.1 For each continuous 12 months of service with the NHVR, an Employee, other than a casual Employee, is entitled to 20 days paid annual leave. Part time Employees are entitled to pro-rata paid annual leave according to the part time Employee's ordinary hours of work. An Employee's entitlement to annual leave accrues progressively during a year of service in accordance with the Employee's ordinary hours of work, and accumulates from year to year.

34.2 An annual leave loading is payable on annual leave accrued in accordance with Clause 34.1. Annual leave loading is calculated at the rate of 17.5% of the Employee's salary (excluding superannuation) and will be paid to the Employee in the month of December of each year during the life of this Agreement. The annual leave loading payment is a one off payment in the year that the annual leave accrues.

34.3 Where the annual leave loading is paid once a year in December, payment is calculated on the substantive rate as at 1 December as if the Employee is actually taking recreation leave on 1 December.

34.4 Where the Employee has acted in a higher position for a minimum period of three months prior to, and continues to act in a higher duties position as at, 1 December, they are to be paid the annual leave loading based on the remuneration rate of the higher position.

34.5 Upon termination, annual leave and annual leave loading are payable as a lump sum amount as at the date of termination of employment and will be payable at the rate prescribed for the Employee's substantive position. Where the Employee is acting in a higher position on the last day of employment (the date of termination), payment is at the ordinary rate of pay the Employee receives immediately before termination (the higher duties rate).

34.6 If annual leave is taken in advance of being accrued and the Employee's service with the NHVR does not equal the Employee's leave entitlements on termination of employment, then any leave taken in excess of the Employee's entitlements will be required to be repaid to the NHVR by way of deduction from any money due to the Employee on termination equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

- 34.7 Annual leave counts as service for all purposes.
- 34.8 Annual leave will be taken at a time determined by mutual agreement between the NHVR and the Employee.
- 34.9 Where the Employee has accrued an annual leave entitlement of more than 40 days/304 hours, the NHVR will direct the Employee to take annual leave, provided that the direction is reasonable. Where the NHVR requires an Employee to take annual leave, the NHVR will negotiate with the Employee regarding a mutually acceptable plan for taking annual leave. Any written direction to take annual leave must give the Employee four weeks' notice of the commencement of the annual leave. Any annual leave so taken must reduce the annual leave entitlement balance at a minimum to a total of 40 days/304 hours.
- 34.10 Annual leave excludes Public Holidays referred to in Clause 25.0 of this Agreement. If a Public Holiday falls on a day during an Employee's period of annual leave which would otherwise have been an ordinary working day for that Employee, the Employee will be credited with additional annual leave equivalent to the ordinary time the Employee would have worked on that day.
- 34.11 If an Employee becomes sick while on annual leave on a day that he or she would otherwise have worked, and the Employee as soon as is practicable forwards to the NHVR a certificate of a qualified medical practitioner, then the number of days specified in the certificate will be deducted from any personal /carer's leave entitlements the Employee has accrued, and (to the extent of that deduction) re-credited to the Employee's annual leave entitlement.

### **35.0 PURCHASED LEAVE**

- 35.1 An Employee, other than a casual Employee, on application and with the agreement of the NHVR, may work on a purchased leave work arrangement. The NHVR may refuse the application if it believes the NHVR business needs cannot be met during the Employee's absence.
- 35.2 A minimum of one week and a maximum of eight weeks of additional leave can be purchased. Purchased leave will accrue during each pay period throughout the relevant year, parallel to the percentage reduction salary for each pay period throughout that year.
- 35.3 Purchased leave must be taken in one week blocks.
- 35.4 Where the NHVR and an Employee agree to a reduction in the number of working weeks, the Employee will receive additional converted purchased leave as follows:

44/52 weeks	Additional 8 weeks leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks leave	(7 weeks in total)



50/52 weeks	Additional 2 weeks leave	(6 weeks in total)
51/52 weeks	Additional 1 week leave	(5 weeks in total)

- 35.5 It is expected that the purchased leave will be used within 12 months from the date on which it was approved.
- 35.6 Employees who purchase additional leave enter into the arrangement with the NHVR with the expectation that the additional periods of purchased leave will be planned in advance to allow operational requirements to be managed with the Employee's need for purchased leave.
- 35.7 If the Employee leaves the NHVR before they have used the purchased leave, the NHVR will reimburse the Employee for the amount accrued but not yet taken on termination.
- 35.8 An Employee may revert to an ordinary 52-week of employment by giving the NHVR no less than four weeks written notice. Where an Employee so reverts to 52 weeks of employment, appropriate pro rata salary adjustments will be made.
- 35.9 Subject to Clause 35.8 an Employee who reverts to an ordinary 52-week may not apply for a further consideration regarding purchased leave for a period of 12 months from the date of reversion.

### **36.0 PERSONAL LEAVE**

- 36.1 An Employee, other than a casual Employee, is entitled to paid personal leave.
- 36.2 Full time Employees are entitled to 10 days/76 hours of paid personal leave per year. Part time Employees are entitled to pro-rata paid personal leave calculated according to the part time Employee's ordinary hours of work. Personal leave accumulates from year to year.
- 36.3 Personal Leave is credited in advance on the commencement of employment and on the Employee's anniversary date each year.
- 36.4 When taking personal leave in case of personal illness or injury for a period of three or more days the Employee must produce a certificate from a qualified medical or other relevant practitioner, or a statutory declaration, setting out the reason for their absence immediately upon return to work.
- 36.5 When taking personal leave to care for a member of their immediate family or household, the NHVR may require the Employee to provide the following documentation:
- a) where a member of the Employee's immediate family or household is ill - a medical certificate or statutory declaration outlining the care requirements of the person concerned; and
  - b) where the member of the Employee's immediate family or household requires care due to an unexpected emergency – documentation acceptable to the NHVR stating the nature of the emergency and that such emergency resulted in the person concerned requiring care from the Employee.
- 36.6 Documentation provided by an Employee in accordance with this Clause must also set out the grounds upon which the Employee is responsible for the care of the person concerned.

- 36.7 The Employee must wherever practicable, give the NHVR notice prior to the absence, of the intention to take personal leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such personal leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of the absence, the Employee must notify the NHVR of such absence at the first opportunity on the day of absence.
- 36.8 If the Employee's personal leave and all other leave entitlements are exhausted, an Employee may seek approval for additional unpaid leave for the purpose of their own illness or injury, or to provide care to an immediate family or household member who is ill or injured.
- 36.9 In the event of an Employee choosing to retire due to ill health, such a retirement will not take effect until the Employee's personal leave balance is exhausted.

### **37.0 LONG SERVICE LEAVE**

- 37.1 Employees who complete ten years' of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 37.2 An Employee who is a part time Employee is entitled to long service leave on a pro-rata basis calculated on the number of ordinary hours worked.
- 37.3 An Employee is entitled to access their long service leave entitlement, on a pro-rata basis of 1.3 weeks per year of service, after an initial seven years of paid continuous service.
- 37.4 An Employee, who upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement based on either seven years or greater period of continuous service will be entitled to be paid an amount equal to the unused long service leave entitlement on termination.

### **38.0 PARENTAL LEAVE AND RETURN TO WORK**

- 38.1 Subject to this Clause, an Employee with 12 months' continuous service will be entitled to parental leave. Parental leave includes paid and unpaid components which are listed below:
- a) Unpaid parental leave;
  - b) Paid primary carer leave;
  - c) Paid supporting partner leave; and
  - d) Special leave with pay for prenatal leave, fertility treatment leave, prenatal partner leave and pre-adoption leave.
- 38.2 Part time Employees will have the same entitlements as full time Employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 38.3 The entitlement to unpaid parental leave for casual Employees is limited to those casual Employees who would qualify for unpaid parental leave in accordance with the NES.
- 38.4 Any parental leave pay funded by the federal government that the NHVR is obliged to pass on to an Employee will be provided to the Employee through the standard

NHVR pay cycle.

### **Unpaid Parental Leave**

38.5 An Employee is entitled to unpaid parental leave of 12 months in accordance with the NES.

### **Paid Primary Carer Leave**

38.6 An Employee, other than a casual Employee, who is or will be the primary carer for the child is entitled to paid parental leave ("paid primary carer leave") in accordance with the following:

- a) if the Employee has completed at least 12 months' continuous service immediately prior to the birth or adoption of the child - 16 weeks' paid primary carer leave; or
- b) if the Employee has completed at least five years' service (including any periods of approved unpaid leave) immediately prior to the birth or adoption of the child - 18 weeks' paid primary carer leave.

38.7 Employees will be entitled to paid primary carer leave under this Clause regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in relation to a previous birth or adoption. Where an Employee, or their partner, becomes pregnant or adopts again while the Employee is on parental leave, they will be entitled to request a new period of unpaid parental leave and a new period of paid parental leave in accordance with this Clause.

38.8 The following conditions apply to an Employee applying for paid primary carer leave:

- a) subject to the provisions in the NES, the total of paid primary carer leave and unpaid leave cannot exceed 24 months in relation to the birth or adoption. Paid primary carer leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave;
- b) an Employee will be entitled to the applicable maximum period of paid primary carer leave at the Employee's ordinary rate of pay (excluding loadings, allowances, penalties and/or other additional payments) from the date that their parental leave commences.

38.9 An Employee who is eligible for paid parental leave and is not fit for work because of the birth of a:

- a) stillborn child (at or after 20 weeks gestation); or
- b) live baby who subsequently dies, during or before the period of intended leave,

will still be entitled to paid parental leave in accordance with this Clause. The taking of any unpaid parental leave in addition to the paid entitlement may be discussed and agreed between the Employee and the relevant Manager.

### **Paid Supporting Partner Leave**

38.10 An Employee, other than a casual Employee, who has completed 12 months' continuous service immediately prior to the birth or adoption of the child, but will not be the primary carer for the child, is entitled to 2 weeks' paid leave ("supporting partner leave") and may apply for Special Leave without Pay for an additional 2 weeks leave. Approval will be granted subject to consideration of operational business needs.

38.11 Where both prospective parents are Employees covered by this Agreement, the

period of paid primary carer leave and paid supporting partner leave may be taken concurrently by both Employees, provided that:

- a) the total period of paid parental leave does not exceed the applicable maximum; and
- b) regard is given to the operational needs of the NHVR.

### **Special Leave With Pay For Prenatal Purposes**

38.12 Subject to the requirements in Clause 38.13, special leave with pay is available to Employees, other than casual Employees, for prenatal purposes in the following circumstances:

**a) Prenatal Leave**

Leave to enable a female Employee to attend medical appointments or treatment required before the birth and directly related to the pregnancy.

**b) Fertility Treatment Leave**

Leave to enable an Employee to undertake recognised fertility treatment(s).

**c) Prenatal Partner Leave**

Leave to enable an Employee to provide care and support to their partner while attending medical appointments or receiving treatment associated with fertility treatment or the pregnancy.

**d) Pre-adoption Leave**

Leave to enable an Employee to attend appointments associated with adoption.

38.13 Special leave with pay for prenatal purposes will not be unreasonably withheld provided that the medical appointments cannot be reasonably undertaken outside of the Employee's normal working hours.

### **Return To Work Following Parental Leave**

38.14 An Employee is entitled to return to work after paid primary carer's leave (and any subsequent period of unpaid parental leave) on a part time basis, at the Employee's substantive level, until the child commences school.

38.15 The following conditions apply to an Employee applying to return on a part time basis in accordance with Clause 38.14:

- a) the Employee will provide such request at least six weeks prior to the date on which the Employee's parental leave is due to expire, and will provide to the relevant Manager such information as may reasonably be required, including the details of the new part time working arrangements sought;
- b) at least six weeks prior to the relevant child commencing school, the Employee will advise the relevant Manager whether the Employee will revert to employment on a full time basis or seek to continue to be employed on a part time basis and the requested part time arrangement.

38.16 Where an Employee, upon their return to work from parental leave is breastfeeding, the NHVR will grant the Employee reasonable paid breaks each day and provide access to comfortable, private facilities for the purpose of breastfeeding and storing breast milk.

### **39.0 PAID COMPASSIONATE LEAVE**

- 39.1 An Employee, other than a casual Employee, is entitled to two days of paid compassionate leave in accordance with the NES and this Clause.
- 39.2 Compassionate leave may be taken as a single continuous two-day period, or two separate periods of one day each, or any separate periods (including on an hourly basis) as agreed between the Employee and the NHVR.
- 39.3 If requested, the Employee will provide evidence of the relevant illness, injury or death to the NHVR.
- 39.4 If the Employee's paid compassionate leave entitlements are exhausted, an Employee may seek approval from the NHVR to take unpaid leave for compassionate reasons.
- 39.5 All requests for extended compassionate leave pursuant to Clause 39.4 should consider the following factors:
- a) the nature of the relationship and the level of emotional involvement the Employee has with the sick or injured person or had with the deceased;
  - b) the circumstances of the injury, illness or death;
  - c) the extent to which a person is held responsible for making any funeral or other arrangements in relation to the injury, illness or death;
  - d) the specific and immediate responsibilities of the person in relation to family support and the care of others; and
  - e) the cultural expectations that impose observance of particular modes of grief or family responsibility.

### **40.0 EMERGENCY SERVICES LEAVE**

- 40.1 An Employee is entitled to emergency services leave in accordance with this Clause in addition to their entitlements to community service leave under the NES and relevant State and Territory laws.
- 40.2 An Employee, other than a casual Employee, who engages in a voluntary emergency management activity, as defined in the *Fair Work Act 2009* (Cth), is entitled to leave on full pay while they are engaged in that activity.
- 40.3 An Employee granted leave in accordance with Clause 40.1, is entitled to a further one day of leave on full pay on the completion of the activity for recovery purposes.

### **41.0 JURY SERVICE**

- 41.1 An Employee is entitled to leave and payment for jury service in accordance with the NES and this Clause.
- 41.2 An Employee, other than a casual Employee, who is required to attend for jury service during their ordinary working hours, is entitled to leave with pay for the period during which their attendance at court is required, subject to the production of reasonable proof to the NHVR of such attendance.

41.3 The Employee must notify the NHVR as soon as possible of the date on which they are required to attend for jury service. Further, the Employee must give the NHVR proof of attendance at the court, the duration of the attendance and the amount of any payment received in respect of such jury service.

41.4 Any compensation paid to the Employee for serving as a juror during ordinary hours of work must be paid to the NHVR, with reasonable expenses actually incurred over and above those which the Employee would normally incur being offset against this amount.

41.5 Jury service counts as service.

#### **42.0 SPECIAL LEAVE WITH PAY**

42.1 Special leave with pay may be granted to Employees, other than casual Employees, upon request who require a period away from their duties for a variety of reasons or where other paid leave is not available or suitable.

42.2 Special leave with pay is not an entitlement and will only be granted to Employees at the discretion of the NHVR and with the approval of the Chief Executive Officer, who will determine the amount of special leave with pay to be granted according to the circumstances and the individual. This includes circumstances where the relevant Manager is satisfied that it is not practical or reasonable for alternative arrangements to be made (including the use of leave entitlements and/or flexible work arrangements).

#### **43.0 CULTURAL, RELIGIOUS OR CEREMONIAL LEAVE**

43.1 The NHVR is aware of the differing needs of Employees in relation to their cultural, ceremonial or religious beliefs and obligations to attend essential cultural or religious duties, associated with their particular religious faith, culture or tradition.

43.2 "Cultural leave" for Aboriginal Employees refers to:

- a) fulfilling ceremonial cultural responsibilities;
- b) fulfilling community obligations such as attendance at community meetings;
- c) fulfilling family cultural obligations;
- d) celebrating cultural national dates related to the Aboriginal and Torres Strait Islander culture with which the Employee identifies.

43.3 Cultural, religious or ceremonial leave may also be granted for the observance of recognised religious festivals or feast days.

43.4 For the purpose of this cultural, religious or ceremonial leave, "family" represents the extended families that exist within Aboriginal society and the obligations that may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

43.5 The relevant Manager may request reasonable evidence of the legitimate need for the applicant Employee to access cultural, religious or ceremonial leave.

43.6 In addition, Employees may seek to access up to 3 months leave without pay, subject to the nature of the cultural, religious or ceremonial obligation.

43.7 The amount of cultural, religious or ceremonial leave granted on each occasion will be determined by the NHVR in the context of the specific circumstances.

#### **44.0 BLOOD DONOR'S LEAVE**

44.1 An Employee requested by the Australian Red Cross Blood Service to attend a blood taking centre to donate whole blood, blood plasma or platelets may be permitted to do so by the NHVR if necessary, during working hours.

44.2 The relevant Manager may, in their discretion, grant paid leave to an Employee (other than a casual Employee) for reasonable travel and attendance time to enable them to donate blood.

#### **45.0 DEFENCE RESERVE LEAVE**

45.1 An Employee required to complete defence reserve service will be given leave for that purpose. Such an Employee must consult with the NHVR regarding the proposed timing of the service and will give the NHVR as much notice as is possible of the time when the service will take place.

45.2 Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of defence reserve service during their ordinary hours of work is below the Employee's NHVR salary, the NHVR will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of defence reserve leave, up to the following limits:

- a) 32 days per period of defence reserve service; or
- b) where the Employee is a first year reservist, 46 days per period.

45.3 The above entitlements are in addition to an Employee's entitlements under the *Defence Reserve Service (Protection) Act 2001 (Cth)*.

#### **46.0 ATTENDANCE IN COURT AS A WITNESS**

46.1 When an Employee is required to attend court as a witness on behalf of the NHVR they are regarded as being on duty, and it is not necessary to grant special leave with pay. In these circumstances Employees must not accept witness fees.

46.2 Employees who are subpoenaed as a witness of defending a civil right in court may, at the discretion of the relevant Manager, be granted paid leave to attend court for that purpose. Employees should be aware that the party issuing the subpoena is expected to reimburse lost salary. If necessary an Employee should request the court to make an order to that effect before giving evidence. The granting of paid leave under this Clause is subject to any fees received towards the reimbursement of salary being paid to NHVR.

46.3 Court appearances in other situations must be covered by accrued time, annual leave or leave without pay and is subject to the normal approval process by the NHVR.

#### **47.0 INDUSTRIAL RELATIONS LEAVE**

47.1 The relevant Manager may grant paid industrial relations leave to Employees (other than casual Employees) who are members of recognised Employee organisations to attend industrial relations training courses. It is acknowledged that trade union training courses are part of industrial relations training.

- 47.2 In deciding approvals for such industrial relations leave, the work of the NHVR must be a priority and the approval may be withdrawn by the NHVR at any time if it is considered necessary for NHVR business operations.
- 47.3 Paid industrial relations leave under this Clause may be granted to an eligible Employee up to a maximum of the equivalent of 38 hours (non- accumulative) per annum over the life of the Agreement, to be calculated from the date the Employee is first granted leave to attend an industrial relations training course.
- 47.4 All reasonable costs related to the attendance at a course will be the responsibility of the NHVR.

#### **48.0 STUDY AND EXAMINATION LEAVE**

- 48.1 An Employee (other than a casual Employee) may apply for paid study leave, subject to Chief Executive Officer approval, in the following circumstances:
- a) the course being undertaken is relevant to the operation of the NHVR or the particular requirements of the Employee's position;
  - b) the time being taken does not interfere with the operational requirements of the NHVR; and
  - c) paid study time does not exceed a maximum of five hours per week.
- 48.2 Study leave may be granted to both full and part time Employees. Part time Employees will be entitled to a pro-rata allocation of study leave to that of a full time Employee.
- 48.3 Study leave may be used for:
- a) attending compulsory lectures, tutorials, practicals, residential schools etc., where these are held during working hours; and
  - b) necessary travel during working hours to attend lectures, tutorials, practicals, etc., held during or outside working hours; or private study.
- 48.4 Study leave will not be granted for repeated subjects that the Employee has been required to repeat.
- 48.5 An Employee will be permitted to be absent during ordinary working hours without loss of pay up to a maximum of 38 hours (non-accumulative) per year, in order to attend examinations or assessments necessary to obtain qualifications (**Examination Leave**). Part time Employees will be entitled to Examination Leave on a pro-rata basis.
- 48.6 An Employee who accesses approved examination leave will be required to provide evidence of their attendance at examinations and assessments.

#### **49.0 DOMESTIC AND FAMILY VIOLENCE LEAVE**

- 49.1 An Employee who is affected by domestic and family violence will have access to 10 days per year of paid leave.
- 49.2 The reasons may include but are not limited to attending medical, legal, police or counseling appointments; attending court and other legal proceedings; organising alternative accommodation, care or education arrangements for the purposes of attending to matters arising from domestic and family violence; or supporting the person affected by domestic and family violence.



- 49.3 Domestic and family violence leave should be granted where the NHVR is satisfied that the employee requires such leave because the employee is affected by domestic and family violence. However, domestic and family violence leave should not be denied in the absence of supporting documents.
- 49.4 The Employee does not have to use other leave entitlements before accessing domestic and family violence leave. Domestic and family violence leave can be taken as consecutive days, single days or hours.
- 49.5 The Employee may also access further paid or unpaid leave including special leave, personal leave, carers leave, annual leave, long service leave and/or other accrued time to attend to matters arising from domestic and family violence.

## **PART 6 ALLOWANCES AND REIMBURSEMENTS**

### **50.0 GENERAL**

- 50.1 Employees are entitled to the following allowances in accordance with the allowances set by the ATO for the applicable financial year:
- a) incidental allowance;
  - b) meal allowance;
  - c) motor vehicle expenses; and
  - d) overnight accommodation expenses.
- 50.2 The applicable allowances for the 2016/2017 financial year for incidental allowance, meal allowance and overnight accommodation expenses can be found in [TD 2016/13](#).
- 50.3 The applicable allowance for the 2016/2017 financial year for motor vehicle expenses is 66 cents per kilometre and can be found in ATO Legislative Instrument [2016/IND/0062](#).
- 50.4 The NHVR may, in its discretion, set higher rates than those set by the ATO.
- 50.5 Where allowances or reimbursements are not set by the ATO, the amounts payable are set out either below or in Appendix 3.
- 50.6 An allowance in Appendix 3 will increase on the first full pay period on or after 1 July 2017, 1 July 2018 and 1 July 2019 in line with the percentage change for the most recent March quarter Consumer Price Index, Australia (Australian Bureau of Statistics Cat No. 6401.0) or 2.5%, whichever is greater.

### **51.0 HIGHER DUTIES ALLOWANCE**

- 51.1 Where an Employee is required by the NHVR to perform the duties of another Employee in a higher classification under this Agreement for a period of 3 consecutive working days or more, that Employee will receive a higher duties allowance.
- 51.2 The higher duties allowance will be paid at a rate no less than the minimum rate prescribed for the salary classification applying to the Employee whose duties they are performing, for the duration of the temporary period they perform the higher classification duties.
- 51.3 Where an Employee is already being paid at a salary higher than that of the role they

are working in, there will be no higher duties allowance payable.

- 51.4 Where an Employee is required to perform higher classification duties for more than 12 months, the Employee will be eligible to advance to the next increment within that higher classification on the Employee's completion of 12 months performing the higher classification duties, subject to the terms of Clause 29.3.

## **52.0 ON-CALL ALLOWANCE**

- 52.1 Where an Employee is rostered to be contactable when they would normally be off duty, and agrees to be available to return to work, the Employee will be entitled to be paid an on-call allowance as set out in Appendix 3.
- 52.2 The on-call allowance is payable in instances where an Employee is rostered to be on-call and remains fit and able to return to the workplace within one hour's notice.
- 52.3 The on-call allowance is payment for being available to perform duties and will include initial limited response to a telephone call or email as long as the subject of that telephone call or email does not require further follow up.
- 52.4 If an Employee is recalled to work, they will be entitled to overtime, or public holiday pay, or time off in lieu, in accordance with Clauses 20.0, 25.0, 24.0 as the case may be.
- 52.5 Where an Employee is required to return to work, they will be entitled to be paid the appropriate overtime rates with a minimum of three hours inclusive of time reasonably spent travelling.

## **53.0 USE OF PRIVATE MOTOR VEHICLE FOR WORK PURPOSES**

- 53.1 If an Employee is required to use their own vehicle in the course of their employment, the Employee will be reimbursed for the kilometer costs in accordance with the relevant ATO rates for the current financial year.
- 53.2 The Employee must obtain the prior written approval of the NHVR before using their private motor vehicle during the course of their employment.
- 53.3 Following its use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometers travelled and the type of vehicle used.
- 53.4 The NHVR will pay the Employee money owing under this Clause in a manner to be agreed between the NHVR and the Employee as soon as practicable, but not later than two pay periods after the Employee submits a claim.

## **54.0 TRAVELLING EXPENSES**

- 54.1 Where the NHVR requires an Employee in the course of duties to be absent overnight or for part of the day, a travel allowance will be paid in accordance with the relevant ATO rates for the current financial year.
- 54.2 This provision does not apply if the actual expenses are paid by the NHVR.
- 54.3 Where an Employee is required to travel in accordance with Clause 54.1 and notwithstanding Clause 54.2, the Employee is entitled to claim and be paid the incidental amount for overnight stays, in accordance with relevant ATO rates for the

financial year.

- 54.4 Where an Employee is required to work at times or in places where the use of public transport could reasonably be deemed to place the Employee in a position of possible personal risk, the NHVR will provide suitable transport or authorise the Employee to use their own vehicle. This Clause includes, where deemed applicable, by the NHVR, the Employee's travelling between their home and place of work.

#### **55.0 PRIVATE MOBILE AND HOME PHONE EXPENSES**

- 55.1 An Employee required to use their private mobile phone or home phone in the course of their employment will be reimbursed for work-related calls.
- 55.2 The Employee must obtain the prior approval of the NHVR before using their private mobile or home phone during the course of their employment.
- 55.3 Following use, the Employee must submit an itemised statement of the calls made and their cost to the NHVR.

#### **56.0 EXCESS TRAVELLING TIME**

- 56.1 An Employee who is temporarily required to undertake duties at a location other than their usual place or places of work will have any period of additional travelling time regarded as time worked.

#### **57.0 FIRST AID ALLOWANCE**

- 57.1 Where an Employee, in addition to their normal duties, agrees to be appointed by the NHVR to perform first aid duties the Employee:
- a) must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification; and
  - b) will be paid a fortnightly allowance as set out in Appendix 3.
- 57.2 The NHVR will meet all reasonable costs relating to the training of first aid officers.

### **PART 7 WORKPLACE RELATIONS**

#### **58.0 CONSULTATION - GENERAL**

- 58.1 "Consultation" is the sharing of information and exchange of views between the parties and provides Employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect on their employment. It provides Employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

#### **59.0 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 59.1 This Clause applies if the NHVR:

- a) has made a definite decision to introduce a major change to programs, organisation structure, or technology in relation to the NHVR that is likely to have a significant effect on Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

## Major Change

59.2 For the purpose of Clause 59.1(a) a major change is likely to have a significant effect on Employees if it results in:

- a) the termination of the employment of Employees;
- b) a major change to the composition, operation or size of the NHVR workforce, or to the skills required of Employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the need to retrain Employees;
- e) the need to relocate Employees to another workplace; or
- f) the restructuring of jobs.

59.3 For a change referred to in Clause 59.1(a):

- a) the NHVR must notify the relevant Employees of the decision to introduce the major change; and
- b) Clauses 59.4 to 59.8 apply.

59.4 The relevant Employees may appoint a representative for the purpose of the procedures in this Clause.

59.5 The NHVR must recognise an employee representative if:

- a) the relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation; and
- b) the Employee or Employees advise the NHVR of the identity of the representative.

59.6 As soon as practicable after making its decision the proposing to introduce the major change the NHVR must:

- a) discuss with the relevant Employees:
  - i) the introduction of the change;
  - ii) the effect the change is likely to have on the Employees; and
  - iii) any measures the NHVR is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion, provide, in writing, to the relevant Employees:
  - i) all relevant information about the change including the nature of the change proposed;
  - ii) information about the expected effects of the change on the Employees; and
  - iii) any other matters likely to affect the Employees.

59.7 The NHVR is not required to disclose confidential or commercially sensitive to the relevant Employees. However, if any such information is disclosed, the Employees undertake to maintain confidentiality of that information at all times.

59.8 The NHVR must give prompt and genuine consideration to matters raised about major change by the relevant Employees.

## **Change to Regular Roster or Ordinary Hours of Work**

59.9 For a change referred to in Clause 59.1b):

- a) the NHVR must notify the relevant Employees of the proposed change; and
- b) Clauses 59.10 to 59.14 apply.

59.10 The relevant Employees may appoint a representative for the purposes of the procedures in this Clause.

59.11 If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or employees advise the NHVR of the identity of the representative;

the NHVR must recognise the representative.

59.12 As soon as practicable after proposing to introduce the change, the NHVR must:

- a) discuss with the relevant Employees the introduction of the change; and
- b) for the purposes of the discussion – provide to the relevant Employees:
  - i) all relevant information about the change, including the nature of the change; and
  - ii) information about what the NHVR reasonably believes will be the effects of the change on the employees; and
  - iii) information about any other matters that the NHVR reasonably believes are likely to affect the employees; and
- c) invite the relevant employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

59.13 The NHVR is not required to disclose confidential or commercially sensitive information to the relevant Employees.

59.14 The NHVR must give prompt and genuine consideration to matter raised about the change by the relevant Employees.

59.15 In this Clause "relevant Employees" means the Employees who may be affected by a change referred to in Clause 59.1.

## **60.0 DISPUTE RESOLUTION**

60.1 Subject to Clause 73.5, this Clause sets out the procedures to settle the dispute if a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the NES,

60.2 In the first instance the parties to the dispute will attempt to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors or management.

60.3 If the matter cannot be resolved at a workplace level, a party to the dispute may refer the dispute to the Fair Work Commission for resolution.

60.4 The Fair Work Commission may deal with the dispute in two stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i) arbitrate the dispute; and
  - ii) make a determination binding on the parties.

60.5 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3, part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.

60.6 Employees are entitled to be represented by a representative of their choice, which may be their trade union. The NHVR will recognise the representative for all purposes involved with the resolution of the dispute and will allow them to perform their role as representative.

60.7 The NHVR may also appoint a representative for the purposes of this Clause if it chooses to do so.

60.8 While the dispute is being resolved, the parties will abide by the status quo as existed immediately before the subject matter of the dispute arose. However, the NHVR may direct an Employee to perform different work and/or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of the Employees.

60.9 Subject to any stay or appeal, the parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this Clause.

## **61.0 FLEXIBILITY TERM**

61.1 The NHVR and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- a) the arrangement deals with one or more of the following matters:
  - i) arrangements for when work is performed;
  - ii) overtime rates;
  - iii) penalty rates;
  - iv) allowances; or
  - v) leave loading; and
- b) the arrangement meets the genuine needs of the NHVR and the Employee in relation to one or more of the matters mentioned in Clause 61.1(a); and
- c) the arrangement is genuinely agreed to by the NHVR and the Employee.

61.2 The NHVR must ensure that the individual flexibility arrangement:

- a) is in writing;
- b) results in the Employee being better off overall than the Employee would be if no arrangements were made;
- c) includes the name of the NHVR and Employee;
- d) is signed by the NHVR and the Employee and (if the Employee is under 18 years of age) a parent or guardian of the Employee; and
- e) includes details of:
  - i) the terms of this Agreement that will be varied by the arrangement;

- ii) how the arrangement will vary the effect of those terms;
- iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- iv) the day on which the arrangement commences.

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

61.4 The NHVR or Employee may terminate the individual flexibility arrangement:

- a) by giving no less than 28 days written notice to the other party to the arrangement; or
- b) if the NHVR and the Employee agree in writing – at any time.

61.5 The right to make an individual flexibility arrangement under this Clause is in addition to, and is not intended to otherwise affect, the right of the NHVR and an individual Employee to make an agreement under any other provision of this Agreement.

## **62.0 FREEDOM OF ASSOCIATION**

62.1 The NHVR recognises the freedom of association provisions of the *Fair Work Act 2009* (Cth) that ensure Employees are free to choose whether or not to join a trade union. Irrespective, of that choice, Employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. The NHVR recognises that Employees who choose to be members of a trade union have the right to choose to have their industrial interests represented by the trade union.

## **63.0 UNION DELEGATE RIGHTS**

63.1 The entitlements under this Clause may be exercised subject to the operational requirements of the NHVR. In any situation where the exercise of an entitlement under this Clause would come into conflict with the reasonable operational requirements of the NHVR, the operational requirements of the NHVR will take precedence.

63.2 The NHVR recognises the role of trade unions within the workplace. In order to facilitate a consultative and co-operative approach to Employee relations, Employees who have been elected or nominated as delegates of trade unions covered by this Agreement shall be allowed reasonable and sufficient time and reasonable facilities during working hours to enable them to attend to their duties as delegate, including:

- a) representing members in enterprise bargaining;
- b) representing the interests of members to the NHVR and industrial tribunals;
- c) consulting with trade union members and other Employees concerning enterprise agreement negotiations;
- d) participating in the operation of the trade union;
- e) attending trade union training courses (as per Clause 47.1); and
- f) addressing new Employees about the benefits of trade union membership at the time they enter new employment.

63.3 The NHVR will also provide reasonable access to facilities in order for delegates to carry out these duties, including telephone, facsimile, photocopying, stationery, and computer with internet and email access and a trade union notice board in the

workplace.

#### **64.0 DISCIPLINARY MATTERS – UNSATISFACTORY WORK PERFORMANCE AND MISCONDUCT**

- 64.1 Matters relating to unsatisfactory work performance and misconduct of an Employee will be dealt with under this Clause.
- 64.2 For misconduct matters, the NHVR will consider disciplinary outcomes in light of the findings by the NHVR and any response by the Employee before determining the disciplinary outcome that is to apply to the Employee. The disciplinary outcome must not be disproportionate to the seriousness of the matter. The possible discipline outcomes are:
- a) no action;
  - b) formal counseling;
  - c) formal warning;
  - d) demotion in classification; and
  - e) termination of employment.
- 64.3 The NHVR will advise the Employee of the disciplinary outcome in writing and a copy will be placed on the Employee's personnel file.
- 64.4 In accordance with Clause 64.0, the NHVR may use any of the discipline outcomes available and is not required to issue the outcomes in sub Clause 64.2 as a series of steps in a discipline process.
- 64.5 Formal counseling may be used as a result of unsatisfactory behavior or diminished work performance by an Employee. The NHVR must:
- a) advise the Employee of the unsatisfactory behavior or work performance;
  - b) outline the standard required of the Employee; and
  - c) provide the Employee with an opportunity to respond.
- 64.6 An Employee required to attend an interview in regards to either misconduct or diminished performance is entitled to have a representative at the meeting.
- 64.7 The Employee subject to formal counseling will be advised of any consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance. A record of the formal counseling session must be given to the Employee concerned and placed on the Employee's personnel file.
- 64.8 Managing unsatisfactory work performance will be based on the following principles:
- a) performance will be assessed through the NHVR Performance Management Framework;
  - b) procedural fairness will apply; and
  - c) the Employee will be given assistance and the opportunity to improve their performance to an acceptable level.
- 64.9 The NHVR will make all reasonable efforts to resolve instances of underperformance informally using discussion, guidance, counseling or employee development, including directing the Employee to undertake a program to assist in improving performance. An Employee must be given an opportunity to respond to any concerns about their performance.



64.10A Formal written warning will constitute a final warning in relation to any matter requiring the Employee to improve either behavior or work performance. The NHVR must include in the final written warning to the Employee the following:

- a) the standard expected of the Employee;
- b) where and how the Employee is not meeting this standard; and
- c) the consequences if the Employee fails to improve their behavior or work performance.

64.11 The Employee must be given a chance to respond in writing if necessary, to a formal written warning.

## **65.0 WORKPLACE BULLYING, SEXUAL HARASSMENT AND UNLAWFUL DISCRIMINATION**

65.1 The NHVR recognises that workplace bullying, sexual harassment and unlawful discrimination are serious issues which are not acceptable and that steps must be taken to eliminate them from the workplace.

65.2 The NHVR will implement a specific Workplace Bullying, Sexual Harassment and Unlawful Discrimination Policy and Procedure.

## **PART 8 REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT**

### **66.0 OVERVIEW, PURPOSE AND SCOPE**

66.1 This Part outlines the broad framework for managing restructuring, redundancy, redeployment and retrenchment situations affecting full time and part time NHVR Employees. It does not apply to temporary or casual Employees.

66.2 The provisions comply with the NES.

### **67.0 POTENTIAL EXCESS EMPLOYEES**

67.1 An Employee's position will be potentially excess if:

- a) the Employee is included in a class of Employees which in the NHVR's opinion, is no longer required by the NHVR or comprises a greater number of Employees than is necessary for the efficient and economical working of the NHVR;
- b) in the opinion of the NHVR, the services of the Employee cannot be effectively used because of technological or other changes in the work methods of the NHVR or changes in the nature, extent or organisation of the functions of the NHVR; or
- c) the duties to be performed by the Employee are to be performed at a different locality and the Employee is not willing to perform the duties at that locality, and the NHVR has determined that the excess Employee provisions apply to that Employee.

### **68.0 CONSULTATION PROCESS**

68.1 Restructuring of the NHVR is to occur by voluntary means where possible including natural attrition, redeployment, retraining and voluntary redundancy. Changes due to restructuring will be introduced in such a way that the NHVR will maintain Employees in levels that are appropriate to workload, in consultation with Employees and their representatives (if any and if requested). Consultation will be undertaken in accordance with Clause 59.0 and any other applicable legislation to consider:

- a) any reasons for the proposed termination;
- b) measures that may be taken to avoid the termination;
- c) measures to mitigate any adverse effects of the termination on the Employee(s) concerned; and
- d) any option that may exist for transferring the Employee to another position at the same or lower salary level.

68.2 Consultation will last no longer than four weeks unless otherwise agreed by the Employees and the NHVR.

#### **69.0 ASSISTANCE WITH CAREER TRANSITION**

69.1 Leave to attend interviews:

- a) the NHVR will provide to Employees in excess positions one day's leave without loss of pay per week during the notice period, to attend job interviews with prospective new employers; and
- b) any additional leave required during the notice period, to attend job interviews with prospective new employers will be granted to the Employee at the discretion of the NHVR.

#### **70.0 TRANSFER TO ANOTHER POSITION**

70.1 The NHVR may transfer an Employee with an excess position to another position within the NHVR.

70.2 Where an Employee with an excess position agrees to transfer to a new locality and they are required to move their household to the new locality, the relevant NHVR policy will set out the procedure and any entitlements relating to the transfer.

70.3 If an Employee refuses a transfer to another position, the Employee's position will remain as excess and the Employee will be subject to the redundancy provisions under this Part.

#### **71.0 TERMINATION NOTICE - REDUNDANCY/RETRENCHMENT**

71.1 Employees whose employment is terminated due to redundancy or retrenchment shall be provided with 4 weeks' written notice, prior to the termination of employment.

71.2 Where an Employee, is over 45 years of age and has at least two years continuous service they will be entitled to an additional one week's notice of termination of their employment.

71.3 The NHVR may make a payment in lieu of all or any part of the notice of termination of employment that is required to give to an Employee under this Clause.

#### **72.0 SEVERANCE PAY - REDUNDANCY/RETRENCHMENT**

72.1 Where an Employee with an excess position is involuntarily made redundant and the Employee has not been transferred in accordance with Clause 70.0, the Employee will be entitled to a severance payment which will include the notice period in Clause 71.0 and an additional two weeks' pay per year of service up to a maximum of 52 weeks.

## **PART 9 RESIGNATION AND TERMINATION**

### **73.0 TERMINATION BY THE NHVR**

- 73.1 Following the probation period, full time, part time and temporary Employees (excluding temporary Employees employed on Fixed Term Contracts) may have their employment terminated by the NHVR providing four weeks' written notice. The employment of Casual Employees will end by the NHVR providing 1 week's written notice.
- 73.2 Where an Employee is over 45 years of age and has at least two years continuous service with the NHVR, they will be entitled to an additional one week's notice on termination of their employment.
- 73.3 The NHVR may make payment in lieu of all or any part of the notice that is required to give to an Employee under this Clause.
- 73.4 The notice period required by this Clause does not apply in the case of dismissal for serious misconduct. In such cases the NHVR may terminate employment without notice.
- 73.5 Termination of employment or a decision to terminate employment cannot be reviewed under the procedures for preventing and settling disputes in Clause 60.0.

### **74.0 RESIGNATION BY EMPLOYEE**

- 74.1 Employees (excluding temporary Employees employed on Fixed Term Contracts) who wish to terminate their employment with the NHVR (i.e. by resignation or retirement) are required to provide NHVR with at least the period of notice as follows:
- a) four weeks' notice for full time, part time and temporary Employees; and
  - b) one weeks' notice for casual Employees.

### **75.0 ABANDONMENT OF EMPLOYMENT**

- 75.1 The NHVR is entitled to treat an Employee as having resigned and the employment as having been terminated by the Employee at his or her own initiative if an Employee is absent for more than 20 consecutive working days:
- a) in circumstances where the NHVR could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence;
  - b) without permission of the NHVR; and
  - c) without contacting the NHVR to provide an explanation for the absence;

### **76.0 STATEMENT OF EMPLOYMENT**

- 76.1 The NHVR must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.
- 76.2 Where the NHVR terminates an Employee's employment, the NHVR must, at the Employee's request, provide a written statement of the reasons for dismissal.

**PART 10 FORMAL ACCEPTANCE**

This Agreement is dated the 29<sup>th</sup> day of May 2017

Signed for and on behalf of the **Employer**, National Heavy Vehicle Regulator, Gasworks,  
Level 3, 76 Skyring Terrace, Newstead, QLD 4006

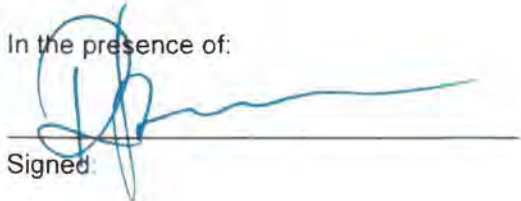
  
Signed: \_\_\_\_\_

29 May 2017  
Dated: \_\_\_\_\_

Sal Petrocchio  
Full name: (Printed): \_\_\_\_\_

Chief Executive Officer  
Position: \_\_\_\_\_

In the presence of:

  
Signed: \_\_\_\_\_

29 May 2017  
Dated: \_\_\_\_\_

Rose Kenny  
Full name: (Printed): \_\_\_\_\_

Signed for and on behalf of the **Employees**:

  
Signed: \_\_\_\_\_


29 May 2017  
Dated: \_\_\_\_\_

David Harrold  
Full name: (Printed): \_\_\_\_\_

Access Facilitator  
Position: \_\_\_\_\_

30-32 Amethyst Court, Caboolture, Qld 4510  
Address: \_\_\_\_\_

In the presence of:

  
Signed: \_\_\_\_\_

29 May 2017  
Dated: \_\_\_\_\_

Rose Kenny  
Full name: (Printed): \_\_\_\_\_

Association of Professional Engineers, Scientists and Managers (**APESMA**), Level; 4, 16 Peel Street, South Brisbane, QLD 4101

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Full name: (Printed):

\_\_\_\_\_  
Position:

In the presence of:

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Full name: (Printed):

Australian Municipal, Administrative, Clerical and Services Union (trading as the Australian Services Union (**ASU**)), Level 1, 27 Peel Street, South Brisbane, QLD 4101

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Full name: (Printed):

\_\_\_\_\_  
Position:

In the presence of:

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Full name: (Printed):

APPENDIX 1 CLASSIFICATION AND SALARY LEVELS<sup>1</sup>

ADMINISTRATIVE<sup>2</sup>

	Salary per Fortnight as at 1/7/17	Salary per Annum as at 1/7/17	Salary per Fortnight as at 1/7/18	Salary per Annum as at 1/7/18	Salary per Fortnight as at 1/7/19	Salary per Annum as at 1/7/19
<b>Clerical (1) Age 21</b>	\$1,784.94	\$46,567.80	\$1,829.56	\$47,732.00	\$1,875.30	\$48,925.29
<b>Clerical (1)</b>	\$1,826.15	\$47,643.03	\$1,871.81	\$48,834.10	\$1,918.60	\$50,054.95
	\$1,868.47	\$48,746.95	\$1,915.18	\$49,965.62	\$1,963.06	\$51,214.76
	\$1,911.09	\$49,859.08	\$1,958.87	\$51,105.55	\$2,007.84	\$52,383.19
	\$1,954.78	\$50,998.88	\$2,003.65	\$52,273.85	\$2,053.74	\$53,580.69
	\$2,000.59	\$52,194.03	\$2,050.61	\$53,498.88	\$2,101.87	\$54,836.35
	\$2,052.14	\$53,538.83	\$2,103.44	\$54,877.30	\$2,156.03	\$56,249.23
	\$2,109.15	\$55,026.10	\$2,161.87	\$56,401.75	\$2,215.92	\$57,811.80
<b>Clerical (2)</b>	\$2,254.20	\$58,810.40	\$2,310.55	\$60,280.66	\$2,368.32	\$61,787.68
	\$2,341.10	\$61,077.70	\$2,399.63	\$62,604.64	\$2,459.62	\$64,169.76
	\$2,427.69	\$63,336.80	\$2,488.39	\$64,920.22	\$2,550.60	\$66,543.23
	\$2,513.62	\$65,578.48	\$2,576.46	\$67,217.94	\$2,640.87	\$68,898.39

<sup>1</sup> The Appendix 1 rates will increase on the first full pay period on or after 1 July 2017, 1 July 2018 and 1 July 2019 by 2.5% or in line with the most recent March quarter of the Consumer Price Index, Australia (Australian Bureau of Statistics Cat No. 6401.0), whichever is greater.

<sup>2</sup> Per Annum calculation = 26.0892857142 Fortnights.

<b>ADMIN</b>	<b>Salary per Fortnight as at 1/7/17</b>	<b>Salary per Annum as at 1/7/17</b>	<b>Salary per Fortnight as at 1/7/18</b>	<b>Salary per Annum as at 1/7/18</b>	<b>Salary per Fortnight as at 1/7/19</b>	<b>Salary per Annum as at 1/7/19</b>
Level A	\$2,404.75	\$62,738.32	\$2,464.87	\$64,306.78	\$2,526.50	\$65,914.45
	\$2,497.42	\$65,155.98	\$2,559.86	\$66,784.88	\$2,623.85	\$68,454.50
	\$2,590.04	\$67,572.34	\$2,654.79	\$69,261.64	\$2,721.16	\$70,993.19
	\$2,681.66	\$69,962.49	\$2,748.70	\$71,711.55	\$2,817.41	\$73,504.34
Level B	\$2,843.40	\$74,182.30	\$2,914.49	\$76,036.86	\$2,987.35	\$77,937.78
	\$2,937.59	\$76,639.59	\$3,011.03	\$78,555.58	\$3,086.30	\$80,519.47
	\$3,031.90	\$79,100.07	\$3,107.70	\$81,077.57	\$3,185.39	\$83,104.51
	\$3,126.64	\$81,571.80	\$3,204.81	\$83,611.09	\$3,284.93	\$85,701.37
Level C	\$3,295.20	\$85,969.44	\$3,377.58	\$88,118.67	\$3,462.02	\$90,321.64
	\$3,390.86	\$88,465.22	\$3,475.64	\$90,676.85	\$3,562.53	\$92,943.77
	\$3,486.06	\$90,948.70	\$3,573.21	\$93,222.42	\$3,662.54	\$95,552.98
	\$3,581.82	\$93,447.17	\$3,671.37	\$95,783.35	\$3,763.15	\$98,177.93
Level D	\$3,780.85	\$98,639.56	\$3,875.37	\$101,105.55	\$3,972.25	\$103,633.19
	\$3,869.11	\$100,942.28	\$3,965.84	\$103,465.83	\$4,064.98	\$106,052.48
	\$3,957.36	\$103,244.72	\$4,056.30	\$105,825.84	\$4,157.70	\$108,471.49
	\$4,045.06	\$105,532.73	\$4,146.19	\$108,171.05	\$4,249.84	\$110,875.32
Level E	\$4,230.43	\$110,368.93	\$4,336.19	\$113,128.15	\$4,444.60	\$115,956.35
	\$4,332.67	\$113,036.40	\$4,440.99	\$115,862.31	\$4,552.02	\$118,758.86
	\$4,434.60	\$115,695.57	\$4,545.47	\$118,587.96	\$4,659.10	\$121,552.66
	\$4,536.30	\$118,348.87	\$4,649.71	\$121,307.59	\$4,765.95	\$124,340.28
Level F	\$4,687.05	\$122,281.74	\$4,804.22	\$125,338.79	\$4,924.33	\$128,472.25
	\$4,777.66	\$124,645.69	\$4,897.10	\$127,761.83	\$5,019.53	\$130,955.88
	\$4,867.04	\$126,977.55	\$4,988.71	\$130,151.99	\$5,113.43	\$133,405.79
	\$4,957.21	\$129,330.00	\$5,081.14	\$132,563.25	\$5,208.17	\$135,877.33

**PROFESSIONAL<sup>3</sup>**

	Salary per Fortnight as at 1/7/17	Salary per Annum as at 1/7/17	Salary per Fortnight as at 1/7/18	Salary per Annum as at 1/7/18	Salary per Fortnight as at 1/7/19	Salary per Annum as at 1/7/19
Level A	\$2,402.11	\$62,669.28	\$2,462.16	\$64,236.01	\$2,523.71	\$65,841.91
	\$2,536.84	\$66,184.46	\$2,600.27	\$67,839.07	\$2,665.27	\$69,535.04
	\$2,671.02	\$69,684.92	\$2,737.79	\$71,427.05	\$2,806.24	\$73,212.72
	\$2,805.87	\$73,203.03	\$2,876.01	\$75,033.11	\$2,947.91	\$76,908.93
	\$2,941.06	\$76,730.24	\$3,014.59	\$78,648.50	\$3,089.95	\$80,614.71
	\$3,074.46	\$80,210.38	\$3,151.32	\$82,215.64	\$3,230.10	\$84,271.03
Level B	\$3,179.17	\$82,942.29	\$3,258.65	\$85,015.85	\$3,340.12	\$87,141.25
	\$3,328.70	\$86,843.35	\$3,411.92	\$89,014.43	\$3,497.21	\$91,239.80
	\$3,427.59	\$89,423.37	\$3,513.28	\$91,658.95	\$3,601.11	\$93,950.43
	\$3,526.94	\$92,015.43	\$3,615.12	\$94,315.81	\$3,705.49	\$96,673.71
Level C	\$3,754.86	\$97,961.67	\$3,848.73	\$100,410.71	\$3,944.95	\$102,920.98
	\$3,851.76	\$100,489.54	\$3,948.05	\$103,001.78	\$4,046.75	\$105,576.83
	\$3,948.29	\$103,008.06	\$4,047.00	\$105,583.26	\$4,148.17	\$108,222.84
	\$4,045.06	\$105,532.73	\$4,146.19	\$108,171.05	\$4,249.84	\$110,875.32
Level D	\$4,230.43	\$110,368.93	\$4,336.19	\$113,128.15	\$4,444.60	\$115,956.35
	\$4,332.57	\$113,033.72	\$4,440.89	\$115,859.56	\$4,551.91	\$118,756.05
	\$4,434.60	\$115,695.57	\$4,545.47	\$118,587.96	\$4,659.10	\$121,552.66
	\$4,536.30	\$118,348.87	\$4,649.71	\$121,307.59	\$4,765.95	\$124,340.28
Level E	\$4,687.17	\$122,284.95	\$4,804.35	\$125,342.07	\$4,924.46	\$128,475.63
	\$4,777.66	\$124,645.69	\$4,897.10	\$127,761.83	\$5,019.53	\$130,955.88

<sup>3</sup> Per Annum calculation = 26.0892857142 Fortnights.



	<b>Salary per Fortnight as at 1/7/17</b>	<b>Salary per Annum as at 1/7/17</b>	<b>Salary per Fortnight as at 1/7/18</b>	<b>Salary per Annum as at 1/7/18</b>	<b>Salary per Fortnight as at 1/7/19</b>	<b>Salary per Annum as at 1/7/19</b>
	\$4,867.04	\$126,977.55	\$4,988.71	\$130,151.99	\$5,113.43	\$133,405.79
	\$4,957.21	\$129,330.00	\$5,081.14	\$132,563.25	\$5,208.17	\$135,877.33

## **APPENDIX 2 CLASSIFICATION AND WORK LEVEL DEFINITIONS**

### **Position Statements**

#### **Administrative Classification**

##### **A.1.1 Level 1 – Administrative Classification – Clerical 1**

- Employees at this level are subject to close direction and involve a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines. Training is also a predominant feature at this level.
- Problems can usually be solved by reference to procedures, well documented methods and instructions with little scope for deviation. Initially direct guidance is given when problems arise. Ready access to advice and assistance is available.
- It may require the acquisition of knowledge and specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and/or specific office programs and activities.
- Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.
- As individual Employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instructions, established practices and procedures of written guidelines.
- Work at this level may progressively involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable across the organisation.

##### **A.1.2 Level 2 – Administrative Classification – Clerical 2**

- Employees at this level are subject to general direction and undertake a range or a combination of administrative activities and operations which require practical application of acquired skills and knowledge.
- The work will involve achieving clearly defined and established outcomes and/or basic problem solving within guidelines and contributing knowledge or skills or information specific to the work of the organisation.
- The solution of problems may require the exercising of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions and from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.
- Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing training, involvement in working with staff to develop work performance, co-ordinating tasks and work flow. Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

##### **A.1.3 Administrative Classification Level A**

- Positions at this level usually work under general direction and require relevant experience combined with a broad knowledge of the NHVR's functions and activities and a sound knowledge of the major activity performed within the work area. Positions with supervisory responsibilities may undertake some complex operational work and may assist with, or review, the work undertaken by subordinates or team

- members.
- Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in documented precedents, or in rules, regulations, guidelines, procedures and instructions, though these may require some interpretation and application of judgment. There is scope for exercising initiative in the application of established work practices and procedures.
- Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material and general administrative support to senior Employees.
- Decisions made or delegations exercised at this level may have an impact on the relevant agency's operations (e.g. on financial resources), but are normally of limited procedural or administrative importance.
- Positions at this level may have responsibilities for training operational and administrative Employees. Functions may include organising training courses, assisting in the preparation of training material and, where courses are short and involve procedural or administrative subject matter, presenting those courses.
- Positions with supervisory responsibilities may be involved in working with Employees to develop work performance; planning and coordinating tasks and work flow perhaps across a number of areas or activities and may involve the use of keyboard skills to perform supervisory, clerical or other operational duties.
- Positions requiring the use of keyboard skills may be included in this level only if the supervisory and/or other duties performed are consistent with the standard for this level.

#### **A.1.4 Administrative Classification Level B**

- Positions at this level usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area.
- Work at this level requires a sound knowledge of program, activity policy or service aspects of the work performed within a functional element or a number of work areas. The work may cover a range of tasks associated with program, activity or service delivery to clients or other interested parties or administrative support to senior Employees.
- Positions at this level are found in a wide variety of operating environments. With the exception of some specialist groups, this is the first level where tertiary qualifications may be required or desirable.
- The work is usually performed under general direction. Tasks may include providing administrative support to Employees within technical or professional structures. This may include collecting and analysing data and information and preparing reports, publications, papers and submissions including findings and recommendations.
- Decisions taken or delegations exercised at this level may have an impact on the NHVR's operations but they are of limited management significance.
- Positions at this level may have supervisory responsibilities over Employees operating a wide range of office equipment or undertaking a variety of tasks in the area of responsibility which may include planning and coordinating work across a number of work areas or activities. Employees in supervisory position would be expected to facilitate a participative decision making process and participate in decision making on issues relating to their work area.
- In some cases the difficult aspects of the work in an area will be undertaken by a position at this level with responsibility for supervising Employees at lower levels doing work of a similar but less difficult nature. The extent to which Employees with supervisory duties become involved in the operational work of an area will depend on such factors as priorities, the complexity of the work and the number of Employees supervised.

- Position providing administrative support to senior Employees may be classified in this level provided that the complexity of the operational or administrative tasks performed is comparable to tasks typical of this level.

#### **A.1.5 Administrative Classification Level C**

- Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the NHVR.
- The work may include preparing preliminary papers, drafting complex correspondence for senior Employees, undertaking tasks of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing or interpreting information for clients or other interested parties; exercising specific process responsibilities, and overseeing and coordinating the work of subordinate Employees.
- Positions at this level are found in a variety of environments and may undertake the management function of a small local office within a regional office structure.
- Work is performed under general direction as to work priorities and may be of a professional, project, procedural or processing nature or a combination of these.
- Direction exercised over positions at this level may be less direct than at lower levels and is usually related to tasks methodologies and work practices. Employees would be expected to set priorities and to monitor work flow in the area of responsibility.
- Independent action may be exercised at this level, for example, developing local procedures, management strategies and guidelines. Operating guidelines, procedures or resource allocation will usually be determined by senior management.
- Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures. While the decisions may have a minor impact on the NHVR's resources they are of limited management significance.
- The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate Employees.

#### **A.1.6 Administrative Classification Level D**

- Positions at this level undertake various functions, under a wide range of conditions, to achieve a result in line with the corporate goals of the NHVR. Management of a program or activity in a central or regional office may be a feature of the work undertaken at this level. Immediate subordinate positions may include Employees in technical or professional structures, in which case supervision relates to administrative purposes only.
- Positions at this level are found in a variety of operating environments and structural arrangements. The primary function may be:
  - managing the operations of a discrete organisational element, program or activity;
  - supervising the operations of an organisational element which is a part of a large office within a central or regional office environment;
  - under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function; or
  - providing subject matter expertise or policy advice, including professional advice, across a range of programs or activities undertaken by the NHVR.
- Positions at this level may undertake the preparation of papers; investigate and present information with recommendations for decision by senior Employees; draft responses to complex correspondence; undertake tasks of a technical nature; undertake liaison and coordination within across functions including representing the

NHVR at meetings, conferences and seminars; overseeing and coordinating the work of other Employees assisting with these tasks.

- Work is usually performed under limited direction as to work priorities and the detailed conduct of the task. Tasks may require professional knowledge, and may involve some coordination within or across the NHVR functions.
- Direction exercised over positions at this level includes, depending on the functional role of the position, the provision of advice, guidance and/or direction in relation to a project, detailed processing, or other work practices.
- Independent action may be exercised within constraints set by senior management. The operating guidelines, procedures or resource allocation may be determined by senior management.
- Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or the NHVR's operating instructions or procedures. While such decisions may impact on NHVR operations and resources, they are usually limited to the specific work area involved.
- Supervisory responsibilities would usually depend on the role of the position in the organisation. Employees at this level would be expected to set and achieve priorities, monitor work flow and/or manage Employee resources to meet objectives.

#### **A.1.7 Administrative Classification Level E**

- Positions at this level work under limited direction, usually manage the operations of an organisation element, undertake a management function or provide administrative or professional support to a particular program, activity or service to achieve a result in line with the corporate goals of the NHVR. In some circumstances the supervisor or subordinates may be, or include, Employees in technical or professional structures, in which case supervision is generally for administrative purpose only.
- The work includes providing advice including policy, administrative or professional advice; undertaking tasks related to the management or administration of a program or activity; service delivery or corporate support functions, including project work, policy development; preparation or coordination of research papers, submission on policy professional or program issues, or administrative matters. Liaison with other elements of the organisation, other government agencies, State and local authorities or community organisations is usually a feature. It also includes the preparation, or overseeing the preparation of, correspondence and replies to parliamentary questions, ministerial representations and other briefing material; and representing the NHVR at meetings, conferences or seminars.
- Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of the NHVR's operations.
- Direction exercised over positions at this level may, depending on the functional role of the position within the organisation, be by way of providing general guidance and advice.
- Positions at this level may have independence of action including the use and allocation of resources within the constraints laid down by senior management.
- Decisions taken or delegations exercised at this level may have major impact on the day to day operations of the work area. The impact of such decision to agency operations is likely to be limited to the work area or function in which the position is located. Delegations exercised may, depending on the role and function of the position, involve making determinations, instigating another course of action, or reviewing previous decision.
- Supervisory responsibilities may be an important function of a position at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of Employees resources to assist.

- Guidelines, rules, instructions or procedures for use by other Employees and interested parties may be developed at this level.

#### **A.1.8 Administrative Classification Level F**

- Positions at this level are usually under the broad direction of a senior executive or comparable Employee, control an organisational element involved in the administration or coordination of a specific program, activity or corporate support function at either the section or branch head level, to achieve a result in line with the corporate goal of the NHVR. Immediate subordinate positions may include Employees in technical or professional structure, in which case supervision is generally related to administrative purposes only.
- The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including professional advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or professional procedures for the guidance of functional elements of the NHVR; processing representations to the minister, overseeing the preparation of replies to parliamentary questions, preparing executive briefing notices, drafting submissions and correspondence; liaising with other government bodies and community organisations including the provision of public information on programs, activities or services; and representing the NHVR at meetings, conferences or seminars.
- Work is undertaken at this level with broad direction in relation to priorities and the detailed conduct of the task. The tasks undertaken would be of a complex or specific nature encompassing a significant element of total NHVR operations.
- Positions at this level may have, depending on the role and function, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.
- Decisions taken at this level may, depending on the degree of autonomy of function, have significant impact on the day-to-day operations of the work area in which the position is located and may also have significant effects elsewhere within the NHVR. Delegations exercised at this level may, depending on the role and function of the position, involve being the final authority in the process of approving the expenditure of funds, undertaking specification in line with the policy of the NHVR, or reviewing any previous action or decisions in the work area.
- Supervisory responsibilities are usually a significant function of a position at this level. The percentage of the total work taken up in supervisory functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and Employees resources allocated.
- The development of guidelines, rules, regulations, procedures or instruction is for either Employees or other interested parties may be co-ordinated at this level.

## **B.2 Professional Classification**

- Positions within the Professional Classification may require a degree qualification or equivalent and/or may require registration by a Professional Board.
- Employees with the Professional Classification will be required to provide professional advice, services and support in specialist fields of competence and/or undertake supervision of part of the organisation.

### **B.2.1 Professional Classification Level A**

- The Employee at this level may be allocated assignments of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment.

- The Employee may be required to assist senior Employees in carrying out complex tasks or procedures, select and apply established principles, procedures and methods and exercise judgment and initiative in recognising the significance of deviations from the norm where standard approaches are used.
- The Employee may be required to design, co-ordinate and check work of sub-professional Employees required to work on a common project.
- The work may be specifically directed and closely supervised by higher level professional Employees and may be assigned by oral or written instruction which may include details of methods and procedures to be followed.
- The Employee will possess sound theoretical knowledge gained by satisfactory completion of an appropriate course of study at a recognised tertiary institution or through experience which is appropriate for the efficient discharge of the duties of the position at this level.

### **B.2.2 Professional Classification Level B**

- At this level, the Employee performs normal professional work where assignments may be broad in scope and involve complex technical problems.
- It will be expected that the Employee will exercise a high degree of independence in the selection and application of established principles, technologies, procedures and methods, and exercise independent judgment and initiative in recognising when established approaches may require amplification, adoption or modification.
- The Employee at this level may work alone and may assign, co-ordinate and check work of subordinate Employees required to work on a common project and provide limited professional guidance to others. Specific direction is given as to objectives but professional directions are limited to unusual features of assignments. Guidance may be required for the complex approaches.
- The Employee at this level must have sound professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution. In some cases such knowledge may be gained through experience working at this level.
- The Employee will have demonstrated skills and possess experience in professional, communicative and administrative aspects of the work.

### **B.2.3 Professional Classification Level C**

- At this level, the Employee may be supervisor, a specialist position or a combination of both. The incumbent may be responsible for the sustained supervision of an activity or program of a work unit involving normal professional work or responsible for a highly complex, novel or critical activity in an aspect of professional work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods.
- The Employee may be required to assign, co-ordinate and verify the work of subordinate Employees in a work unit engaged in professional activities or programs and/or provide authoritative professional guidance to others.
- General direction is given in terms of objectives and priorities, including critical areas which may impinge on the work of other units. Decisions concerning normal professional work are not usually subject to review. Expert professional advice may be obtained from consultants to resolve highly complex issues.
- The Employee at this level provides a significant input into the policy formulation and execution of programs which may be associated with one or more areas of the NHVR's operations.
- May assist a more senior professional in the direction of professional activities in an institution.
- Sound theoretical knowledge is required and this knowledge may be gained through

the satisfactory completion of an appropriate course of study, and/or wide experience in a professional activity.

- The Employee would be expected to demonstrate a capacity to manage human and material resources.

#### **B.2.4 Professional Classification Level D**

- The Employee at this level may be either a supervisor or a senior specialist or have a combination of both functions.
- The Employee will be responsible for the professional, economic and administrative management of a professional work unit engaged in complex activities or programs requiring the allocation of significant human and material resources and/or the provision of practical and economic solutions to highly complex professional problems in an aspect of professional work.
- In addition, the Employee at this level will be responsible for developing, implementing, and reviewing major policies, objectives and strategies involving high level liaison/consultation with client areas (internal and external) and/or the exercising originality and ingenuity in devising practical and economic solutions to complex problems. Authority may be exercised over other specialists engaged in complex professional applications.
- At this level, the Employee may be required to possess post-graduate qualifications for some specialist positions.
- Extensive experience in the specialist field or management of human and material resources is necessary.
- The Employee will possess a comprehensive knowledge of the relevant programs.

#### **B.2.5 Professional Classification Level E**

- The Employee at this level usually works under the broad direction of a senior executive and includes requirements for high levels of expertise to determine professional objectives and priorities within the frameworks of corporate goals.
- Employees at this level are recognised as national or international authorities within their discipline and have generally made a significant contribution to the development of professional understanding on a national or international basis.
- Work is undertaken in a highly complex or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches.



### APPENDIX 3 ALLOWANCES AND REIMBURSEMENTS

Allowance Type	Before 1 July 2017
On-Call Allowance (Week Days)	\$29.47 per day/night
On-Call Allowance (Weekends and Public Holidays)	\$51.52 per day/night
First Aid Allowance	\$35.23 per fortnight

**Note:** The Appendix 3 rates will increase on the first full pay period on or after 1 July 2017, 1 July 2018 and 1 July 2019 by 2.5% or in line with the most recent March quarter of the Consumer Price Index, Australia (Australian Bureau of Statistics Cat No. 6401.0), whichever is greater.

## **APPENDIX 4      PERFORMANCE APPRAISAL PRINCIPLES**

### **Introduction**

The NHVR is committed to creating an environment where employees are able to operate effectively, achieve success and satisfaction in the performance of their work, and actively contribute to the achievement of the NHVR's vision and strategic objectives. To support this, the NHVR has a performance management system which:

- aligns individual and team performance and behavioural expectations with the organisational objectives outlined in the Strategic Plan and the Code of Conduct;
- supports the organisational vision and values, and reinforces a performance culture within the NHVR;
- applies to all NHVR Employees irrespective of level and employment arrangements; and
- ensures that individual and team performance is regularly defined, planned, reviewed and optimised.

### **Performance, Planning and Appraisal Principles**

- Performance objectives will be developed in alignment with position descriptions, corporate plans, operational and business plans, the Code of Conduct and NHVR values ensuring that Employees understand what is expected of them in their roles.
- Managers and Employees will have opportunities to develop in the use of the NHVR performance, planning and appraisal processes.
- Employees will receive regular feedback on their performance through informal and formal discussions with management.
- When performance below expectations is identified employees will be provided with the opportunity and support to address the performance issues.
- Employees will be given the opportunity for development to perform current roles.
- Performance management is a shared responsibility between Management and Employees.

### **Performance appraisal support**

- Coaching will be undertaken for Manager/Supervisors to assist and support them in working with Employees to set realistic goals and undertake constructive discussion with Employees;
- Training will be undertaken for all Employees to assist them with participation in the performance planning and appraisal process; and
- Employees may request a review of their Performance, Planning & Appraisal Agreement Plan through the NHVR Employee Complaint Resolution Policy and Employee Complaint Resolution Work Procedure where they are in disagreement with the outcome of their performance appraisal.

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.



23 June 2017

Our Reference: F/1147DOC17/14124

Commissioner Wilson  
Fair Work Commission  
11 Exhibition Street  
Melbourne Vic 3000

Dear Commissioner Wilson

**National Heavy Vehicle Regulator (NHVR) Enterprise Agreement 2017-2020**

The National Heavy Vehicle Regulator (NHVR) provides the following undertakings to the Fair Work Commission in accordance with s 190 of the Fair Work Act 2009:

- 1 Notwithstanding clauses 6.6 and 38.7 of the National Heavy Vehicle Regulator (NHVR) Enterprise Agreement 2017-2020, employees who have taken a period of unpaid parental leave are entitled to request an extension of unpaid parental leave for a further period of up to 12 months in accordance with s 76 of the Fair Work Act 2009 and the National Employment Standards. The NHVR will respond to an employee request for a further period of unpaid parental leave in accordance with s 76 of the Fair Work Act 2009 and the National Employment Standards.
- 2 From the making of the application under s 185 on 30 May 2017 for the Fair Work Commission's approval of the National Heavy Vehicle Regulator (NHVR) Enterprise Agreement 2017-2020, the NHVR has paid its employees at the rates of pay which apply under the National Heavy Vehicle Regulator (NHVR) Enterprise Agreement 2013-2017 in Table 1, and undertakes to continue to do so from the commencement of the National Heavy Vehicle Regulator (NHVR) Enterprise Agreement 2017-2020, if approved, until the first full pay period on or after 1 July 2017:

**Table 1 - Classification and Salary Levels**

Classification	Salary per fortnight as at 1/7/16	Salary per annum as at 1/7/16
AC		
Level A	\$2,346.14	\$61,208.12
	\$2,436.51	\$63,566.81
	\$2,526.87	\$65,924.23
	\$2,616.25	\$68,256.09

<b>Classification</b> <b>AC</b>	<b>Salary per fortnight as at 1/7/16</b>	<b>Salary per annum as at 1/7/16</b>
Level B	\$2,774.05	\$72,372.98
	\$2,865.94	\$74,770.33
	\$2,957.95	\$77,170.80
	\$3,050.38	\$79,582.24
Level C	\$3,214.83	\$83,872.62
	\$3,308.16	\$86,307.53
	\$3,401.03	\$88,730.44
	\$3,494.46	\$91,167.97
Level D	\$3,688.63	\$96,233.72
	\$3,774.74	\$98,480.27
	\$3,860.84	\$100,726.56
	\$3,946.40	\$102,958.76
Level E	\$4,127.25	\$107,677.00
	\$4,227.00	\$110,279.41
	\$4,326.44	\$112,873.73
	\$4,425.66	\$115,462.31
Level F	\$4,572.73	\$119,299.26
	\$4,661.13	\$121,605.55
	\$4,748.33	\$123,880.54
	\$4,836.30	\$126,175.61
<b>Classification</b> <b>PC</b>	<b>Salary per fortnight as at 1/7/16</b>	<b>Salary per annum as at 1/7/16</b>
Level A	\$2,343.52	\$61,140.76
	\$2,474.97	\$64,570.20
	\$2,605.87	\$67,985.29
	\$2,737.43	\$71,417.59
	\$2,869.33	\$74,858.77
	\$2,999.47	\$78,254.03
Level B	\$3,101.63	\$80,919.31

Classification	Salary per fortnight as at 1/7/16	Salary per annum as at 1/7/16
AC	\$3,247.51	\$84,725.22
	\$3,343.99	\$87,242.31
	\$3,440.92	\$89,771.15
Level C	\$3,663.28	\$95,572.36
	\$3,757.81	\$98,038.58
	\$3,851.99	\$100,495.67
	\$3,946.40	\$102,958.76
Level D	\$4,127.25	\$107,677.00
	\$4,226.90	\$110,276.80
	\$4,326.44	\$112,873.73
	\$4,425.66	\$115,462.31
Level E	\$4,572.85	\$119,302.39
	\$4,661.13	\$121,605.55
	\$4,748.33	\$123,880.54
	\$4,836.30	\$126,175.61

- 3 The NHVR undertakes:
- a. That it will meet the requirements of s 23.4(a) and (c)(i) to (iii) of the State Government Agencies Award 2010; and
  - b. That on termination of employment, overtime worked that has not been taken as TOIL is paid out to the employee at the applicable overtime rate.

 23-6-17

Jennifer Rotili  
**Acting Executive Director (Regulatory and Legal Services)**  
**National Heavy Vehicle Regulator**