



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Heavy Vehicle Regulator
(AG2017/3398)

NHVR GREENFIELDS (OPERATIONAL AND ON-ROAD REGULATORY COMPLIANCE EMPLOYEES) - ENTERPRISE AGREEMENT 2017-2020

State and Territory government administration

COMMISSIONER WILSON

MELBOURNE, 26 SEPTEMBER 2017

Application for approval of the NHVR Greenfields (Operational and On-road Regulatory Compliance Employees) - Enterprise Agreement 2017-2020.

[1] An application has been made for approval of a greenfields agreement known as the *NHVR Greenfields (Operational and On-road Regulatory Compliance Employees) - Enterprise Agreement 2017-2020* (Agreement). The application was made by the National Heavy Vehicle Regulator pursuant to s.185 of the *Fair Work Act 2009* (Act).

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that the CPSU, the Community and Public Sector Union and the Australian Municipal, Administrative, Clerical and Services Union are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] 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.

[4] Pursuant to s.53(2)(b) of the Act I note the Agreement was made with the CPSU, the Community and Public Sector Union and the Australian Municipal, Administrative, Clerical and Services Union and that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 October 2017. The nominal expiry date of the Agreement is 30 August 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code G, AE425567 PR596404>

Annexure A



19 September 2017

Commissioner Wilson
Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000

Dear Commissioner

AG2017/3398 - Application for approval of the NHVR Greenfields (Operational and On-road Regulatory Compliance Employees) 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 clause 34.15 of the National Heavy Vehicle Regulator (NHVR) Greenfields Enterprise Agreement 2017-2020 (Operational and On-road Regulatory Compliance Employees) (**the Agreement**), employees who meet the circumstances set out in s 65 of the *Fair Work Act 2009* (Cth), including but not limited to an employee who is the parent, or has the responsibility for the care, of a child who is of school age, may request for flexible work arrangements, such as requesting to work part-time, in accordance with the requirements set out at s 65(3) of the *Fair Work Act 2009* (Cth). The NHVR will respond to any such request, taking into consideration ss 65(4), 65(5) and 65(5A) of the *Fair Work Act 2009* (Cth).
- 2 Notwithstanding clause 22 of the Agreement, it is acknowledged that as per s 23.4 of the *State Government Agencies Award 2010*, employees who are employed under the Agreement will be paid all untaken Time Off in Lieu of Overtime (TOIL), at the applicable overtime rates, upon the termination of their employment.

Yours faithfully

Raymond Hassall
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.

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

CONTENTS	0
PART 1 APPLICATION AND OPERATION OF AGREEMENT	3
1.0 BACKGROUND	3
2.0 TITLE	3
3.0 PURPOSE	3
4.0 OBJECTIVES	3
5.0 COVERAGE	3
6.0 OPERATION OF THIS AGREEMENT	4
7.0 ACCESS TO THE AGREEMENT	5
8.0 INTERPRETATION AND DEFINITIONS	5
PART 2 TERMS OF EMPLOYMENT	5
9.0 GENERAL	5
10.0 FULL TIME EMPLOYMENT	5
11.0 PART TIME EMPLOYMENT	6
12.0 TEMPORARY EMPLOYMENT	6
13.0 CASUAL EMPLOYMENT	7
14.0 NHVR TO ADVISE EMPLOYEE OF TERMS OF EMPLOYMENT IN WRITING	7
15.0 PROBATION	7
PART 3 HOURS OF WORK AND RELATED MATTERS	8
16.0 HOURS OF WORK	8
18.0 WORKLOAD	10
19.0 OVERTIME MEAL BREAKS	11
20.0 REST PERIOD AFTER OVERTIME	11
21.0 CHILDCARE DURING OVERTIME WORK	11
22.0 TIME OFF IN LIEU OF OVERTIME	11
23.0 PUBLIC HOLIDAYS	12
24.0 CHRISTMAS CLOSEDOWN	13
PART 4 REMUNERATION & RELATED MATTERS	14
25.0 RATES OF PAY	14
26.0 SALARY INCREASES	14
27.0 PAYMENT OF SALARIES	14
28.0 SUPERANNUATION AND SALARY SACRIFICE	14
PART 5 LEAVE PROVISIONS	15
29.0 GENERAL	15
30.0 ANNUAL LEAVE.....	15
31.0 PURCHASED LEAVE	16
32.0 PERSONAL LEAVE	17
33.0 LONG SERVICE LEAVE.....	18
34.0 PARENTAL LEAVE AND RETURN TO WORK.....	19

35.0	PAID COMPASSIONATE LEAVE	21
36.0	EMERGENCY SERVICES LEAVE	22
37.0	JURY SERVICE	22
38.0	SPECIAL LEAVE WITH PAY	22
39.0	CULTURAL, RELIGIOUS OR CEREMONIAL LEAVE	23
40.0	BLOOD DONOR'S LEAVE	23
41.0	DEFENCE RESERVE LEAVE	23
42.0	ATTENDANCE IN COURT AS A WITNESS	24
43.0	INDUSTRIAL RELATIONS LEAVE	24
44.0	STUDY AND EXAMINATION LEAVE	24
45.0	DOMESTIC AND FAMILY VIOLENCE LEAVE	25
PART 6	ALLOWANCES AND REIMBURSEMENTS.....	25
46.0	GENERAL	25
47.0	HIGHER DUTIES ALLOWANCE	26
48.0	DISTURBANCE ALLOWANCE	26
49.0	USE OF PRIVATE MOTOR VEHICLE FOR WORK PURPOSES	26
50.0	TRAVELLING EXPENSES	27
51.0	PRIVATE MOBILE AND HOME PHONE EXPENSES	27
52.0	EXCESS TRAVELLING TIME	27
53.0	FIRST AID ALLOWANCE	27
54.0	RELOCATION EXPENSES	28
PART 7	WORKPLACE RELATIONS	28
55.0	CONSULTATION - GENERAL	28
56.0	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	28
57.0	DISPUTE RESOLUTION.....	30
58.0	FLEXIBILITY TERM.....	31
59.0	FREEDOM OF ASSOCIATION.....	32
60.0	UNION DELEGATE RIGHTS	32
61.0	DISCIPLINARY MATTERS – UNSATISFACTORY WORK PERFORMANCE AND MISCONDUCT	32
62.0	WORKPLACE BULLYING, SEXUAL HARASSMENT AND UNLAWFUL DISCRIMINATION.....	33
PART 8	REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT	34
63.0	OVERVIEW, PURPOSE AND SCOPE	34
64.0	POTENTIAL EXCESS EMPLOYEES	34
65.0	CONSULTATION PROCESS	34
66.0	ASSISTANCE WITH CAREER TRANSITION.....	34
67.0	TRANSFER TO ANOTHER POSITION.....	35
68.0	TERMINATION NOTICE - REDUNDANCY/RETRENCHMENT.....	35
69.0	SEVERANCE PAY - REDUNDANCY/RETRENCHMENT	35
PART 9	RESIGNATION AND TERMINATION.....	35
70.0	TERMINATION BY THE NHVR	35
71.0	RESIGNATION BY EMPLOYEE.....	36
72.0	ABANDONMENT OF EMPLOYMENT.....	36
73.0	STATEMENT OF EMPLOYMENT	36
PART 10	FORMAL ACCEPTANCE	37
APPENDIX 1	CLASSIFICATION & SALARY LEVELS	39

APPENDIX 2	CLASSIFICATION AND WORK LEVEL DEFINITIONS	40
APPENDIX 3	ALLOWANCES AND REIMBURSEMENTS	41
APPENDIX 4	PERFORMANCE APPRAISAL PRINCIPLES.....	42

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 Greenfields (Operational and On-road Regulatory Compliance Employees) – 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 outcomes 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 including 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; and
 - iii) employed in connection with the NHVR functions of:
 - A. on-road regulatory compliance and assurance; or
 - B. heavy vehicle inspections; and
 - c) the Community and Public Sector Union (**CPSU**) 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 functions of the NHVR other than those relating to on-road regulatory compliance and assurance and 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 August 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.
- 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 65.0 Consultation and Clause 57.0 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 57.0.

- 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 Greenfields Agreement (Operational and On-road Compliance Employees) 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.

ATO means the Australian Taxation Office.

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 as either a permanent, temporary or casual employee on either a full time or part time 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 written request from a full time Employee for a part time arrangement at any time during the Employee's employment. Such a request may be made at any stage and will not be unreasonably refused, and will be at all times subject to the NHVR's operational business requirements. A part time arrangement may be for a temporary period or indefinitely.
- 11.5 If an Employee is working under a part time arrangement for a temporary period, the NHVR will review the temporary part time arrangement with the Employee at least 4 weeks before the period ends.
- 11.6 If an Employee is working under a part time arrangement indefinitely, the NHVR may approve a written request for a full time arrangement at any time during the Employee's employment. Such a request may be made at any stage and will not be unreasonably refused, and will be at all times subject to the NHVR's operational business requirements. A full time arrangement may be for a temporary period or indefinitely.
- 11.7 Where an Employee's written request for part time arrangements to commence, continue or cease 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 the close of business on completion of the contract period. Clauses 70.0 and 71.0 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 70.0 or Clause 71.0 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 expiry 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 Employee, the part time 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) 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 probationary period of six months.
- 15.2 During the probationary 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 probationary 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 Employee's 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 70.0 and 71.0.

PART 3 HOURS OF WORK AND RELATED MATTERS

16.0 HOURS OF WORK

- 16.1 The ordinary hours of work for full time Employees are 152 hours over a four week period (38 hours per week/7.6 hours per day/shift).
- 16.2 The average 38 hours per week shall be worked under a twenty shift work cycle over a four week period.
- 16.3 Subject to the requirements of Clause 16.4 and in accordance with any rostering principles set by the NHVR, the arrangements for when work is performed by an Employee or work group will be set by the NHVR in accordance with its operational requirements from time to time.
- 16.4 The twenty shift work cycle shall be worked over a four week period consisting of nineteen shifts of 8.0 hours duration at any time and on any day. 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 each four week period. Subject to mutual agreement between Employees and their Relevant Managers, Employees may accrue up to a maximum of four rostered days off at any one time, to be taken at a mutually agreed time.
- 16.5 An Employee will not be required to, and must not, work for more than five consecutive hours without a break of at least 30 minutes. The ordinary hours of work are inclusive of the 30 minute paid meal break, 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.
- 16.6 When:
- a) two Employees are on duty at a safety station or are carrying out special operations as required by the NHVR;
 - b) the NHVR requires that the safety station remains open or the special operation is to continue for the entire duration of the shift; and
 - c) they are therefore unable to take a break of at least 30 minutes in accordance with clause 16.5
- the Employees will not receive a paid meal break and will instead be entitled to a paid crib break.
- 16.7 The ordinary hours of work are inclusive of the 30 minute paid crib break, which will be paid at the equivalent of the Employee's applicable overtime rate of pay under clause 17.8.
- 16.8 The payment of the crib break in accordance with clause 16.7 is not intended to be payment for overtime, but simply a rate of payment equivalent to the applicable overtime rate of pay under clause 17.8.

16.9 An Employee will be entitled to a 20 minute paid rest break during each shift, which may be taken in two ten minute blocks at times which are suitable to the business continuity of the NHVR. A rest break will be counted as time worked.

17.0 SHIFT WORK AND OVERTIME

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'** commences at or after 6:00am and before 12:00pm;
- b) **'Afternoon shift'** commences at or after 12:00pm and before 4:00pm;
- c) **'Night shift'** commences at or after 4:00pm and before 6:00am;
- d) **'Saturday shift'** commences at or after 12:00am on Saturday morning and finishes before 12:00am on Sunday morning;
- e) **'Sunday shift'** commences at or after 12:00am on Sunday morning and finishes before 12:00am on Monday morning;
- f) **'Rotating shift work'** means an Employee that works a shift roster covering two or more shifts (day, afternoon and/or night) during the twenty shift work cycle;
- g) **'Non-rotating shift work'** means an Employee that works a shift roster covering only night shift during the twenty shift work cycle;
- h) **'Continuous shift work'** means hours of work that are regularly rotated in accordance with a shift roster covering a 24 hours per day operation over a seven day week; and
- i) **'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 Except where Clause 17.4 applies, the following apply in addition to their ordinary rate of pay:

- a) 15% afternoon shift loading will apply to the whole shift;
- b) 15% night shift loading will apply to the whole shift for rotating shift work; and
- c) 30% night shift loading will apply to the whole shift for non-rotating shift work.

17.4 An Employee who is rostered to work their 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 as per Clause 23.6, a loading of 150% for each hour of duty.

17.5 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.

17.6 An Employee who is a continuous shift worker will be entitled to five weeks (190 hours) annual leave per year.

- 17.7 An Employee is entitled to overtime or time off in lieu of overtime where the Employee:
- a) is required by the NHVR to work in excess of their ordinary hours; or
 - b) is recalled to duty to attend an emergency (except to the extent that Clause 48.0 applies).
- 17.8 Overtime will be paid to Employees who work approved overtime, and the following rates of overtime will apply:
- a) Monday - Friday (over and above ordinary hours): 150% for the first 2 hours and 200% thereafter.
 - b) Saturday: 150% for the first 2 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.
 - d) Public holiday: 250% for all hours worked with a minimum payment of 3 hours.
- 17.9 The loadings and overtime rates within this Clause are not cumulative. If an Employee is entitled to more than one loading or overtime rate, the Employee will be paid the highest single loading or overtime rate applicable to the period of time worked.
- 17.10 For the purposes of Clause 17.8, in accruing or calculating the payment of overtime, each period of overtime will stand alone.

18.0 WORKLOAD

- 18.1 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.
- 18.2 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.
- 18.3 When an Employee is required by the NHVR to work overtime the Employee must be compensated in accordance with Clause 17.8.
- 18.4 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.
- 18.5 Managers and Employees have a mutual responsibility for managing their working hours and patterns, including leave planning 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.
- 18.6 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 the NHVR. Where there is a sustained need for additional hours to be

worked, the NHVR will review its resourcing to ensure Employees' concerns and requirements are being met.

19.0 OVERTIME MEAL BREAKS

- 19.1 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 two hours of overtime, if they are required to continue working overtime beyond two hours.
- 19.2 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 four hours of overtime, if the Employee is required to continue working overtime beyond four hours.
- 19.3 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.
- 19.4 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 "Lunch - Other country centres".

20.0 REST PERIOD AFTER OVERTIME

- 20.1 Employees are required to take at least a 10 hour break between completing overtime and commencing their next shift. An Employee must be released after the completion of overtime until they have had ten consecutive hours off work.
- 20.2 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.
- 20.3 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, the NHVR must provide adequate transport free of cost to the Employee.

21.0 CHILDCARE DURING OVERTIME WORK

- 21.1 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.

22.0 TIME OFF IN LIEU OF OVERTIME

- 22.1 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 ordinary hours of work.

- 22.2 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.
- 22.3 Where approved overtime is performed by Employees, time off in lieu of overtime is calculated as either 150% (one and a half hours off for each hour of overtime worked), 200% (two hours off for each hour of overtime worked) or 250% (two and a half hours off for each hour of overtime worked) in accordance with Clause 17.8.
- 22.4 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.
- 22.5 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 17.8.

23.0 PUBLIC HOLIDAYS

- 23.1 Employees will observe the following public holidays each year without deduction of pay:
- a) New Year's Day;
 - a) Good Friday;
 - b) Easter Saturday;
 - c) Easter Sunday (where declared);
 - d) Easter Monday;
 - e) Christmas Day;
 - f) Boxing Day;
 - g) Australia Day;
 - h) Anzac Day; and
 - i) Queen's Birthday.
- 23.2 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 on 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).
- 23.3 Where in a State, Territory or locality, public holidays are declared, prescribed or substituted on days in addition to those set out in Clause 23.1, those days will constitute additional holidays for the purpose of this Agreement in that State, Territory or locality.
- 23.4 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 23.1 and 23.2. An Employee who works on each substituted day shall be paid at the rate for the holiday that has been substituted.
- 23.5 An 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 (7.6 hours) 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.

- 23.6 The NHVR may request an Employee to work on a public holiday if the request is reasonable. If the NHVR requests an Employee 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 them to 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, temporary or casual);
 - 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.

24.0 CHRISTMAS CLOSEDOWN

- 24.1 This Clause applies from 25 December to the first working day following the first day of January (**Christmas Closedown Period**).
- 24.2 The NHVR's Offices will be closed for normal business purposes during the Christmas Closedown Period.
- 24.3 An Employee:
- a) may be absent on a working day;
 - b) may record their absence as approved Christmas Closedown leave; and
 - c) is not required to take annual leave or accrued time off.
- 24.4 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 Christmas Closedown leave.
- 24.5 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.
- 24.6 An Employee who is required to work on a public holiday will be entitled to overtime at the applicable rate calculated in accordance with Clause 17.0.
- 24.7 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.

PART 4 REMUNERATION & RELATED MATTERS

25.0 RATES OF PAY

- 25.1 Each position relating to on-road regulatory compliance and assurance activities or heavy vehicle inspection activities within the NHVR will be classified as falling within one of the levels described in Appendix 1 - Classifications and Salary Levels.
- 25.2 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.
- 25.3 Employees who move across from an equivalent role in a State or Territory department or agency will transition to the closest salary increment within the applicable classification that is higher than their current salary.
- 25.4 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.
- 25.5 Employees who meet performance objectives and standards set by the NHVR's performance review process 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.

26.0 SALARY INCREASES

- 26.1 The greater of the annual salary increases in subclauses a) and b) will be paid under this Agreement on the first full pay period on or after 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).
- 26.2 The rates of pay following each increase in subclause 26.1a) are set out in Appendix 1. The rates of pay following each increase, in the event subclause 26.1b) is applied, will be notified to Employees no later than 1 July of each relevant year.

27.0 PAYMENT OF SALARIES

- 27.1 Salaries are paid fortnightly in arrears.

28.0 SUPERANNUATION AND SALARY SACRIFICE

- 28.1 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.
- 28.2 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:

Voluntary Employee Contribution	NHVR Employer Contribution
5.00%	12.75%
4.00%	11.75%
3.00%	10.75%
2.00%	9.75%
0.00%	9.5%

28.3 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

29.0 GENERAL

29.1 The NHVR or Relevant Manager may grant an Employee leave in accordance with this Part.

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

30.0 ANNUAL LEAVE

30.1 For each continuous 12 months of service with the NHVR, an Employee, other than a casual Employee and an Employee who is a continuous shift worker, is entitled to 20 days' (152 hours') 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. An Employee who is a continuous shift worker is entitled to annual leave in accordance with Clause 17.6.

30.2 An annual leave loading is payable on annual leave accrued in accordance with Clause 30.1. 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.

30.3 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 annual leave on 1 December.

30.4 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.

30.5 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).

- 30.6 If annual leave is taken in advance of being accrued and the Employee’s service with the NHVR does not equal the Employee’s annual 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.
- 30.7 Annual leave counts as service for all purposes.
- 30.8 Annual leave will be taken at a time determined by mutual agreement between the NHVR and the Employee.
- 30.9 Where the Employee has accrued an annual leave entitlement of more than 40 days (304 hours) (or 50 days (380 hours) for a continuous shift worker) 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) (or 50 days (380 hours) for a continuous shift worker).
- 30.10 Annual leave excludes public holidays referred to in Clause 22.0 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.
- 30.11 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.

31.0 PURCHASED LEAVE

- 31.1 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’s business needs cannot be met during the Employee’s absence.
- 31.2 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 in salary for each pay period throughout that year.
- 31.3 Purchased leave must be taken in one week blocks.
- 31.4 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)

- 31.5 It is expected that the purchased leave will be used within 12 months from the date on which it was approved.
- 31.6 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 additional purchased leave.
- 31.7 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.
- 31.8 An Employee may revert to an ordinary 52-week 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.
- 31.9 Subject to Clause 31.8, an Employee who reverts to an ordinary 52-week employment may not apply for a further consideration regarding purchased leave for a period of twelve months from the date of reversion.

32.0 PERSONAL LEAVE

- 32.1 An Employee, other than a casual Employee, is entitled to paid personal leave.
- 32.2 Full time Employees are entitled to ten 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.
- 32.3 Personal leave is credited in advance on the commencement of employment and on the Employee's Anniversary Date each year.
- 32.4 When taking personal leave in the 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.
- 32.5 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 a 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.
- 32.6 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.
- 32.7 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.
- 32.8 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.
- 32.9 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.

33.0 LONG SERVICE LEAVE

- 33.1 Employees who complete ten years' of continuous service are entitled to accrue 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 (**NHVR Long Service Leave**).
- 33.2 Employees who move across from an equivalent role in a State or Territory department or agency by way of a transfer of business during the term of this Agreement may elect, at the start of their employment with the NHVR, to continue accruing long service leave in accordance with the previous instruments applicable to their previous employment (**Preserved Long Service Leave**), and the accrual rate provided in clause 33.1 will not apply.
- 33.3 If an Employee elects to accrue Preserved Long Service Leave in accordance with clause 33.2, they will continue to accrue such leave at the rate in accordance with the previous instrument/s applicable to their previous employment for the period of their employment with the NHVR, and will not be entitled to any amendments whatsoever made to the previous instrument/s with regards to that leave once they commence employment with the NHVR.
- 33.4 An Employee who is a part time Employee is entitled to accrue their NHVR Long Service Leave or Preserved Long Service Leave entitlement on a pro-rata basis calculated on the number of ordinary hours worked.
- 33.5 An Employee is entitled to access their accrued NHVR Long Service Leave or Preserved Long Service Leave entitlement after an initial seven years of paid continuous service.
- 33.6 An Employee, who upon retirement, resignation or termination of employment, has an outstanding NHVR Long Service Leave entitlement or Preserved 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 NHVR Long Service Leave entitlement or unused Preserved Long Service Leave entitlement on termination.

34.0 PARENTAL LEAVE AND RETURN TO WORK

- 34.1 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.
- 34.2 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).
- 34.3 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.
- 34.4 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

- 34.5 An Employee is entitled to unpaid parental leave of 12 months in accordance with the NES.
- 34.6 An Employee who has taken a period of unpaid parental leave is entitled to request an extension of unpaid parental leave for a further period of up to 12 months in accordance with the NES. The NHVR will respond to the Employee's request for a further period of unpaid parental leave in accordance with the NES.

Paid Primary Carer Leave

- 34.7 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.
- 34.8 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.

- 34.9 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 parental 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; and
 - 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.
- 34.10 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 twenty 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

- 34.11 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 two weeks' paid leave (**Paid Supporting Partner Leave**) and may apply for special leave without pay for an additional two weeks leave. Approval will be granted subject to consideration of operational business needs.
- 34.12 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

- 34.13 Subject to the requirements in Clause 34.14, 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.

34.14 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 ordinary hours of work.

Return To Work Following Parental Leave

34.15 An Employee is entitled to return to work after Paid Primary Carer 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.

34.16 The following conditions apply to an Employee applying to return on a part time basis in accordance with Clause 34.15:

- 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; and
- 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.

34.17 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.

35.0 PAID COMPASSIONATE LEAVE

35.1 An Employee, other than a casual Employee, is entitled to two days of paid compassionate leave in accordance with the NES and this Clause.

35.2 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.

35.3 If requested, the Employee will provide evidence of the relevant illness, injury or death to the NHVR.

35.4 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.

35.5 All requests for extended compassionate leave pursuant to Clause 35.4 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.

36.0 EMERGENCY SERVICES LEAVE

- 36.1 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.
- 36.2 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.
- 36.3 An Employee granted leave in accordance with Clause 36.1, is entitled to a further one day of leave on full pay on the completion of the activity for recovery purposes.

37.0 JURY SERVICE

- 37.1 An Employee is entitled to leave and payment for jury service in accordance with the NES and this Clause.
- 37.2 An Employee, other than a casual Employee, who is required to attend for jury service during their ordinary hours of work, 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.
- 37.3 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.
- 37.4 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.
- 37.5 Jury service counts as service.

38.0 SPECIAL LEAVE WITH PAY

- 38.1 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.
- 38.2 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).

39.0 CULTURAL, RELIGIOUS OR CEREMONIAL LEAVE

- 39.1 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.
- 39.2 “Cultural Leave” for Aboriginal and Torres Strait Islander 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.
- 39.3 Cultural, religious or ceremonial leave may also be granted for the observance of recognised religious festivals or feast days.
- 39.4 For the purpose of this cultural, religious or ceremonial leave "family" represents the extended families that exist within Aboriginal and Torres Strait Islander 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.
- 39.5 The relevant Manager may request reasonable evidence of the legitimate need for the applicant Employee to access cultural, religious or ceremonial leave.
- 39.6 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.
- 39.7 The amount of cultural, religious or ceremonial leave granted on each occasion will be determined in the context of the specific circumstances.

40.0 BLOOD DONOR'S LEAVE

- 40.1 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 their ordinary hours of work.
- 40.2 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.

41.0 DEFENCE RESERVE LEAVE

- 41.1 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.
- 41.2 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.

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

42.0 ATTENDANCE IN COURT AS A WITNESS

42.1 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.

42.2 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 the NHVR.

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

43.0 INDUSTRIAL RELATIONS LEAVE

43.1 The Relevant Manager may grant paid leave to Employees, other than casual Employees, who are members of recognised employee organisations to attend industrial relations training courses, including but not limited to dispute resolution training. It is acknowledged that trade union training courses are part of industrial relations training.

43.2 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.

43.3 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 this Agreement, to be calculated from the date the Employee is first granted leave to attend an industrial relations training course.

43.4 All reasonable costs related to the attendance at a course will be the responsibility of the NHVR.

44.0 STUDY AND EXAMINATION LEAVE

44.1 An Employee, other than a casual Employee, may apply for paid study leave, subject to approval by the Chief Executive Officer, 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.

- 44.2 Study leave may be granted to both full time 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.
- 44.3 Study leave may be used for:
- a) attending compulsory lectures, tutorials, practicals, residential schools etc., where these are held during their ordinary hours of work; and
 - b) necessary travel during working hours to attend lectures, tutorials, practicals, etc., held during or outside their ordinary hours of work, or private study.
- 44.4 Study leave will not be granted for subjects that the Employee has been required to repeat.
- 44.5 An Employee will be permitted to be absent during their ordinary hours of work 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.
- 44.6 An Employee who accesses approved Examination Leave will be required to provide evidence of their attendance at examinations and assessments.

45.0 DOMESTIC AND FAMILY VIOLENCE LEAVE

- 45.1 An Employee who is affected by domestic and family violence will have access to ten days per year of paid leave.
- 45.2 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 who is affected by domestic and family violence.
- 45.3 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.
- 45.4 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 on an hourly basis.
- 45.5 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

46.0 GENERAL

- 46.1 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.

- 46.2 The NHVR may, in its discretion, set higher rates than those set by the ATO.
- 46.3 Where allowances or reimbursements are not set by the ATO, the amounts payable are set out either below or in Appendix 3.
- 46.4 An allowance in Appendix 3 will increase on the first full pay period on or after 1 July 2017, 2018 and 2019 in line with the percentage change for the most recent March quarter of the Consumer Price Index, Australia (Australian Bureau of Statistics Cat No. 6401.0) or 2.5%, whichever is greater.

47.0 HIGHER DUTIES ALLOWANCE

- 47.1 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 three consecutive working days or more, that Employee will receive a higher duties allowance.
- 47.2 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.
- 47.3 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.
- 47.4 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 25.5.

48.0 DISTURBANCE ALLOWANCE

- 48.1 Employees may be contacted outside of their ordinary hours of work to assist with or coordinate a response to an emergency, breakdown or other serious incident without being required to attend the emergency, breakdown or incident. Employees may be contacted to put in place emergency arrangements by contacting other employees to attend an incident or providing advice in response to an emergency situation (**Disturbance Allowance**).
- 48.2 The Disturbance Allowance is paid for a minimum of one hour at the Employee's applicable overtime rate of pay under clause 17.8, and in fifteen minute increments for any work performed thereafter.
- 48.3 An Employee may only refuse to put in place emergency arrangements if it imposes unreasonable personal or family hardship.

49.0 USE OF PRIVATE MOTOR VEHICLE FOR WORK PURPOSES

- 49.1 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 allowance as set out in Appendix 3.

- 49.2 The Employee must obtain the prior written approval of the NHVR before using their private motor vehicle during the course of their employment.
- 49.3 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.
- 49.4 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.

50.0 TRAVELLING EXPENSES

- 50.1 Where the NHVR requires an Employee in the course of their 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.
- 50.2 This provision does not apply if the actual expenses are paid by the NHVR.
- 50.3 Where an Employee is required to travel in accordance with Clause 50.1 and notwithstanding Clause 50.2, the Employee is entitled to claim and be paid the incidental amount for overnight stays in accordance with the relevant ATO rates for the current financial year.
- 50.4 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 travelling between their home and place of work.

51.0 PRIVATE MOBILE AND HOME PHONE EXPENSES

- 51.1 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.
- 51.2 The Employee must obtain the prior approval of the NHVR before using their private mobile or home phone during the course of their employment.
- 51.3 Following use, the Employee must submit an itemised statement of the calls made and their cost to the NHVR.

52.0 EXCESS TRAVELLING TIME

- 52.1 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.

53.0 FIRST AID ALLOWANCE

- 53.1 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.
- 53.2 The NHVR will meet all reasonable costs relating to the training of first aid officers.

54.0 RELOCATION EXPENSES

- 54.1 Where the NHVR determines that it is necessary to permanently relocate an Employee to another workplace that requires the Employee to move their household to the new locality, the NHVR will cover the following costs associated with the relocation:
- a) removal of furniture and effects and temporary storage to the new workplace location, utilising a removals and storage provider approved by the NHVR;
 - b) insurance of furniture and effects for the duration of the removal and any storage;
 - c) travel expenses (meals, accommodation, incidentals and flights) for the Employee and their immediate family to the new location in accordance with the relevant ATO rates for the current financial year; and
 - d) if required, a minimum of 14 days temporary accommodation.
- 54.2 The NHVR will not cover the costs related to the selling, purchasing and/or renting of properties resulting from the relocation.
- 54.3 This Clause does not apply to Employees who voluntarily apply and are appointed to a position in a new location.

PART 7 WORKPLACE RELATIONS

55.0 CONSULTATION - GENERAL

- 55.1 "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.

56.0 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 56.1 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

- 56.2 For the purpose of Clause 56.1(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.
- 56.3 For a major change referred to in Clause 56.1(a):
- a) the NHVR must notify the relevant Employees and the Unions of the

- decision to introduce the major change; and
 - b) Clauses 56.4 to 56.8 apply.
- 56.4 The relevant Employees may appoint a representative for the purpose of the procedures in this Clause, including but not limited to a representative from the relevant union.
- 56.5 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.
- 56.6 As soon as practicable after proposing to introduce the major change the NHVR must:
 - a) discuss with the relevant Employees (and employee representative, if appointed):
 - 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 (and employee representative, if appointed):
 - 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.
- 56.7 The NHVR is not required to disclose confidential or commercially sensitive information to the relevant Employees (or employee representative, if appointed). However, if any such information is disclosed, the Employees and/or their representatives undertake to maintain confidentiality of that information at all times.
- 56.8 The NHVR must give prompt and genuine consideration to matters raised about major change by the relevant Employees (or employee representative, if appointed).

Change to Regular Roster or Ordinary Hours of Work

- 56.9 For a change referred to in Clause 56.1(b):
 - a) the NHVR must notify the relevant Employees of the proposed change; and
 - b) Clauses 56.10 to 56.14 apply.
- 56.10 The relevant Employees may appoint a representative for the purposes of the procedures in this Clause.
- 56.11 If:
 - a) the 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.
- 56.12 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;
 - ii) information about what the NHVR reasonably believes will be the effects of the change on the employees;
 - 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).

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

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

56.15 In this Clause, “relevant Employees” means the Employees who may be affected by a change referred to in Clause 56.1.

57.0 DISPUTE RESOLUTION

57.1 Subject to Clause 70.5, this Clause sets out the procedures to settle the dispute if a dispute relates to:

- a) a matter arising under this Agreement;
- b) a matter relating to a policy and/or procedure impacting upon the terms and conditions of the Employees’ employment; or
- c) the NES.

57.2 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.

57.3 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.

57.4 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 must then:
 - i) arbitrate the dispute; and
 - ii) make a determination binding on the parties.

57.5 A decision that the 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.

57.6 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.

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

57.8 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.

57.9 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.

58.0 FLEXIBILITY TERM

58.1 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;
 - 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 58.1a); and
- c) the arrangement is genuinely agreed to by the NHVR and the Employee.

58.2 The NHVR must ensure that the terms of the individual flexibility arrangements:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

58.3 The NHVR must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the NHVR and the Employee; and
- c) is signed by the NHVR and the 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 this Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of those terms; and
 - iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

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

58.5 The NHVR or the 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.

59.0 FREEDOM OF ASSOCIATION

59.1 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.

60.0 UNION DELEGATE RIGHTS

60.1 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.

60.2 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 their ordinary hours of work 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 43.0); and
- f) addressing new Employees about the benefits of trade union membership at the time they enter new employment.

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

61.0 DISCIPLINARY MATTERS – UNSATISFACTORY WORK PERFORMANCE AND MISCONDUCT

61.1 Matters relating to unsatisfactory work performance and misconduct of an Employee will be dealt with under this Clause.

61.2 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.

- 61.3 The NHVR will advise the Employee of the disciplinary outcome in writing and a copy will be placed on the Employee's personnel file.
- 61.4 In accordance with Clause 61.0, the NHVR may use any of the discipline outcomes available and is not required to issue the outcomes in Clause 61.2 as a series of steps in a discipline process.
- 61.5 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.
- 61.6 An Employee required to attend an interview in regards to either misconduct or diminished performance is entitled to have a representative at the meeting.
- 61.7 An 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.
- 61.8 Managing unsatisfactory work performance will be based on the following principles:
- a) performance will be assessed through the NHVR Performance, Planning and Appraisal procedure;
 - b) procedural fairness will apply; and
 - c) the Employee will be given assistance and the opportunity to improve their performance to an acceptable level.
- 61.9 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.
- 61.10 A formal written warning will constitute a final warning in relation to any matter requiring the Employee to improve either their 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.
- 61.11 The Employee must be given a chance to respond in writing if necessary, to a formal written warning.

62.0 WORKPLACE BULLYING, SEXUAL HARASSMENT AND UNLAWFUL DISCRIMINATION

- 62.1 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.

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

PART 8 REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

63.0 OVERVIEW, PURPOSE AND SCOPE

63.1 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.

63.2 The provisions comply with the NES.

64.0 POTENTIAL EXCESS EMPLOYEES

- 64.1 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.

65.0 CONSULTATION PROCESS

65.1 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 the Employees and their representatives (if any and if requested). Consultation will be undertaken in accordance with Clause 56.0 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(s) to another position at the same or lower salary level.

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

66.0 ASSISTANCE WITH CAREER TRANSITION

- 66.1 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.

67.0 TRANSFER TO ANOTHER POSITION

- 67.1 The NHVR may transfer an Employee with an excess position to another position within the NHVR.
- 67.2 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.
- 67.3 If an Employee refuses a reasonable 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.

68.0 TERMINATION NOTICE - REDUNDANCY/RETRENCHMENT

- 68.1 Employees whose employment is terminated due to redundancy or retrenchment shall be provided with four weeks' written notice, prior to the termination of their employment.
- 68.2 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.
- 68.3 The NHVR may make payment in lieu of all or any part of the notice of termination of employment that it is required to give to an Employee under this Clause.

69.0 SEVERANCE PAY - REDUNDANCY/RETRENCHMENT

- 69.1 Where an Employee with an excess position is involuntarily made redundant and the Employee has not been transferred in accordance with Clause 67.0, the Employee will be entitled to a severance payment which will include the notice period in Clause 68.0 and an additional two weeks' pay per year of service up to a maximum of 52 weeks.

PART 9 RESIGNATION AND TERMINATION

70.0 TERMINATION BY THE NHVR

- 70.1 Following the probationary 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 one week's written notice.
- 70.2 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.
- 70.3 The NHVR may make payment in lieu of all or any part of the notice that it is required to give to an Employee under this Clause.
- 70.4 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.

70.5 Termination of employment, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes at Clause 57.0.

71.0 RESIGNATION BY EMPLOYEE

71.1 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 the 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.

72.0 ABANDONMENT OF EMPLOYMENT

72.1 The NHVR is entitled to treat the 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.

73.0 STATEMENT OF EMPLOYMENT

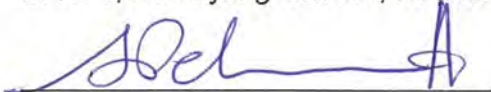
73.1 The NHVR must, upon receipt of a written request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

73.2 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 8th day of AUGUST 2017

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



Signed:

8/8/17

Dated:

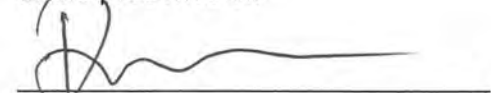
SAL PETROCCITTO

Full name: (Printed):

CHIEF EXECUTIVE OFFICER

Position:

In the presence of:



Signed:

8/8/17

Dated:

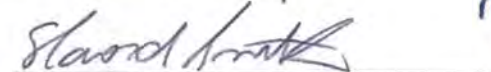
ROSE KENNY

Full name: (Printed):

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

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

MR 116 Queensberry St, Carlton South, Vic, 3053.



Signed:

3/8/17

Dated:

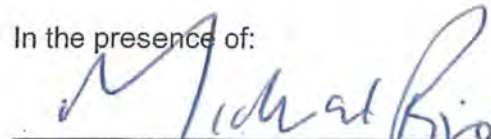
DAVID SMITH

Full name: (Printed):

NATIONAL SECRETARY

Position:

In the presence of:



Signed:

3/8/2017

Dated:

MICHAEL RIZZO

Full name: (Printed):

Community and Public Sector Union (CPSU), SPSF Group, Level 10, 128 Exhibition Street,
Melbourne, VIC 3000

Karen Batt

Signed:

8th AUGUST 2017

Dated:

KAREN BATT

Full name: (Printed):

FEDERAL SECRETARY

Position:

In the presence of:

Biddings

Signed:

8 August 2017

Dated:

Clare Middlemas

Full name: (Printed):

APPENDIX 1 CLASSIFICATION & SALARY LEVELS^{1 2}

	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
SAFETY AND COMPLIANCE OFFICER						
Level 1	\$2,644.76	\$69,000.00	\$2,710.88	\$70,725.00	\$2,778.66	\$72,493.13
Level 2	\$2,721.42	\$71,000.00	\$2,789.46	\$72,775.00	\$2,859.20	\$74,594.38
Level 3	\$2,798.08	\$73,000.00	\$2,868.04	\$74,825.00	\$2,939.74	\$76,695.63
Level 4	\$2,874.74	\$75,000.00	\$2,946.61	\$76,875.00	\$3,020.28	\$78,796.88
Level 5	\$2,951.40	\$77,000.00	\$3,025.19	\$78,925.00	\$3,100.82	\$80,898.13
Level 6	\$3,028.06	\$79,000.00	\$3,103.76	\$80,975.00	\$3,181.36	\$82,999.38
Level 7	\$3,104.72	\$81,000.00	\$3,182.34	\$83,025.00	\$3,261.90	\$85,100.63
Level 8	\$3,181.38	\$83,000.00	\$3,260.92	\$85,075.00	\$3,342.44	\$87,201.88
SENIOR SAFETY AND COMPLIANCE OFFICER						
Level 1	\$3,219.71	\$84,000.00	\$3,300.21	\$86,100.00	\$3,382.71	\$88,252.50
Level 2	\$3,296.37	\$86,000.00	\$3,378.78	\$88,150.00	\$3,463.25	\$90,353.75
Level 3	\$3,373.03	\$88,000.00	\$3,457.36	\$90,200.00	\$3,543.79	\$92,455.00
Level 4	\$3,449.69	\$90,000.00	\$3,535.93	\$92,250.00	\$3,624.33	\$94,556.25

¹ The Appendix 1 rates will increase on the first full pay period on or after 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.

² Per Annum calculation= 26.0892857142 Fortnights.

APPENDIX 2 CLASSIFICATION AND WORK LEVEL DEFINITIONS

Position Statements

SCO Safety and Compliance Officer Classification

- Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with corporate goals of the NHVR.
- Work at this level requires a sound knowledge of program activity, policy and service aspects of the work performed.
- The work includes checking heavy vehicles, drivers, operators and other parties in the Chain of Responsibility for compliance with the Heavy Vehicle National Law and applicable road laws and applying appropriate sanctions to encourage safety and future compliance.
- Will involve the preparation of reports, drafting complex correspondence for management including investigation, interpretation and analysing information.
- These roles work across a 24 hour our period in metropolitan and/or regional areas.
- Decisions are required at this level as to the most appropriate course of action to be taken when contraventions of the law are detected and in accordance with NHVR policy, procedure and guidelines.
- Positions at this level require the ability to liaise and communicate effectively with a wide range of stakeholders.
- Positions at this level require the ability to perform work in a highly productive teamwork environment.

SSCO Senior Safety and Compliance Officer Classification

- 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. Leading the delivery of a program or activity in a metropolitan or regional office is a feature of the work undertaken at this level. Immediate subordinate positions will include Safety and Compliance Officers.
- The work includes checking heavy vehicles, drivers, operators and other parties in the Chain of Responsibility for compliance with the Heavy Vehicle National Law and applicable road laws and preparing briefs of evidence for contraventions of the laws and checking the work of Safety and Compliance Officers.
- Independent action may be exercised within constraints set by senior management. The operating guidelines, procedures and resource allocation may be determined by senior management.
- Employees at this level would be expected to set and achieve priorities, monitor work flow and/or oversee employees and other physical resources to meet objectives.
- Will involve the preparation of reports, drafting complex correspondence for management including investigation, interpretation and analysing information.
- Provide direction to Safety and Compliance Officers includes the provision of advice, guidance and mentoring for Safety and Compliance Officers.
- Work is usually performed under limited direction. Tasks will require professional knowledge, and may involve some coordination within or across the NHVR functions.
- Positions at this level require the ability to lead a team of Safety and Compliance Officers to perform work in a highly productive teamwork environment.
- Well developed liaison and communications skills and the ability to negotiate with stakeholders within parameters set by senior management.

APPENDIX 3 ALLOWANCES AND REIMBURSEMENTS

Allowance Type	Before 1 July 2017
First Aid Allowance	\$35.23 per fortnight
Private Motor Vehicle Allowance	\$0.78 per kilometre

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.

19 September 2017

Commissioner Wilson
Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000

Dear Commissioner

AG2017/3398 - Application for approval of the NHVR Greenfields (Operational and On-road Regulatory Compliance Employees) 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 clause 34.15 of the National Heavy Vehicle Regulator (**NHVR**) Greenfields Enterprise Agreement 2017-2020 (Operational and On-road Regulatory Compliance Employees) (**the Agreement**), employees who meet the circumstances set out in s 65 of the *Fair Work Act 2009* (Cth), including but not limited to an employee who is the parent, or has the responsibility for the care, of a child who is of school age, may request for flexible work arrangements, such as requesting to work part-time, in accordance with the requirements set out at s 65(3) of the *Fair Work Act 2009* (Cth). The NHVR will respond to any such request, taking into consideration ss 65(4), 65(5) and 65(5A) of the *Fair Work Act 2009* (Cth).
- 2 Notwithstanding clause 22 of the Agreement, it is acknowledged that as per s 23.4 of the *State Government Agencies Award 2010*, employees who are employed under the Agreement will be paid all untaken Time Off in Lieu of Overtime (TOIL), at the applicable overtime rates, upon the termination of their employment.

Yours faithfully



Raymond Hassall
Executive Director, Regulatory and Legal Services
National Heavy Vehicle Regulator