



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Heavy Vehicle Regulator Trading AS NHVR
(AG2025/1377)

NHVR (OPERATIONAL AND ON-ROAD REGULATORY) ENTERPRISE AGREEMENT 2025-2028

State and Territory government administration

COMMISSIONER P RYAN

SYDNEY, 21 MAY 2025

Application for approval of the NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025-2028

[1] The National Heavy Vehicle Regulator (**Employer**) has made an application for approval of an enterprise agreement known as the *NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025-2028* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

Sections 186, 187 and 188

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the FW Act as are relevant to this application for approval has been met. In coming to this conclusion, I have had regard to the material contained in the application, the accompanying declaration, and the Statement of Principles.¹

National Employment Standards

[3] I observe that clause 20.3.4 of the Agreement *may* be inconsistent with the National Employment Standards (**NES**). However, noting clause 1.9 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

Section 183 Bargaining representatives

[4] The Australian Municipal, Administrative, Clerical and Services Union (**ASU**) and the CPSU, the Community and Public Sector Union (**CPSU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

[5] In accordance with s.201(2) of the FW Act, I note that the Agreement covers the ASU and the CPSU.

Approval

[6] The Agreement is approved. Clause 1.6 of the Agreement states that the Agreement will commence operation from 24 May 2025, or the first day of the Pay Period starting 7 days after its approval by the Fair Work Commission. The Employer advised that it operates a fortnightly pay period and the first full pay period to commence 7 days after the date of this decision commences on Saturday 31 May 2025.

[7] Having regard to the information provided by the Employer, s.36 of the *Acts Interpretation Act 1901*, and s.54 of the FW Act, the Agreement will operate from Friday, 30 May 2025. The nominal expiry date of the Agreement is 7 March 2028.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE529099 PR787507>

NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025-2028

CONTENTS

CLAUSE	PAGE
1.	Application and operation5
1.1	What is the name of this Agreement?5
1.2	What is the purpose of this Agreement?5
1.3	What are our objectives?5
1.4	Diversity and Inclusion.....5
1.5	Who does this Agreement cover?6
1.6	What is the duration of this Agreement?6
1.7	Will I receive an additional payment when this Agreement commences to apply to me?6
1.8	When will negotiations for the next enterprise agreement commence?6
1.9	How does this Agreement interact with legislation and other instruments?7
1.10	Where can I find a copy of this Agreement?7
2.	No further claims7
2.1	Can parties make further claims relating to terms and conditions?7
3.	Types of employment and working arrangements7
3.1	Employment types7
3.2	Full-time employment8
3.3	Part-time employment.....9
3.4	Temporary employment.....10
3.5	Casual employment12
3.6	Shift Workers13
4.	Probation13
4.1	Am I subject to probation?13
4.2	What happens during probation?13
4.3	Can my employment be terminated during probation?13
4.4	How will I know if I have successfully completed probation?13
5.	Employee classifications and levels13
5.1	What is the classifications structure?13
5.2	How is my starting pay determined?14
5.3	What happens to my pay and other entitlements under this Agreement if I perform higher duties?14
5.4	What happens to my paid leave and Annual Leave Loading when I perform higher duties?14
5.5	What happens if my higher duties rate is lower than my usual rate?14
5.6	If I have been performing higher duties for an extended period, do I have a right to return to my original position?14
6.	Ordinary Hours, Shift Work and related matters15
6.1	What are Ordinary Hours?15
6.2	Can I work my Ordinary Hours flexibly?15
6.3	Am I required to record my hours of work?15
6.4	Is there a maximum number of Ordinary Hours I can work?15

6.5	How are my Ordinary Hours paid?	15
6.6	I am not a Shift Worker. Will I receive penalty rates for working Ordinary Hours on certain days?	15
6.7	What are the Ordinary Hours Penalties for non-Shift Workers?	16
6.8	Am I a Shift Worker?.....	16
6.9	What is my Shift Work roster?	17
6.10	Do I receive notice of working Shift Work?.....	17
6.11	What are the shift rostering principles?	17
6.12	What are the Shift Worker loadings for Ordinary Hours?	18
7.	Overtime.....	19
7.1	How is my workload managed?.....	19
7.2	What is Overtime?	20
7.3	When am I required to work Overtime?.....	20
7.4	What are my entitlements for working Overtime?	20
7.5	What are the Overtime rates?	20
7.6	Can I access time off in lieu (TOIL) arrangements?.....	21
8.	Public Holidays and Christmas Closure Period	22
8.1	What are the Public Holidays?	22
8.2	What happens during the Christmas Closedown Period?.....	23
8.3	What am I paid during Public Holidays and during the Christmas Closedown Period?	24
9.	Breaks and rest periods	24
9.1	What breaks am I entitled to during Ordinary Hours?	24
9.2	What breaks am I entitled to during Overtime?	25
9.3	When can I take my breaks?	25
9.4	How are breaks treated in this Agreement?	25
9.5	What rest periods am I entitled to?.....	25
10.	Wages and related matters.....	25
10.1	What do I get paid?.....	25
10.2	What are the scheduled Base Salary and Base Hourly Rate increases?	26
10.3	When and how am I paid?	26
10.4	What are my superannuation entitlements?	26
10.5	Can I enter into salary sacrifice superannuation arrangements?	27
11.	Allowances	27
11.1	Overtime Meal Allowance	27
11.2	Overtime Transport Reimbursement	27
11.3	Child Care during overtime work	28
11.4	On-Call Allowance	28
11.5	Disturbance Allowance	29
11.6	Use of Private Motor Vehicle Allowance.....	29
11.7	Travel Allowance	30
11.8	Payment for Excess Travelling Time	30
11.9	First Aid Allowance	31
12.	Leave Entitlements	31
12.1	General leave provisions	31
12.2	Annual Leave	32
12.3	Personal/Carer's Leave	34
12.4	Unpaid Carer's Leave	35

12.5	Compassionate Leave	35
12.6	Family and Domestic Violence Leave	37
12.7	Community Service Leave.....	38
12.8	Long Service Leave	39
12.9	Purchased Leave	41
12.10	Cultural, Religious or Ceremonial Leave	42
12.11	Blood/Bone Marrow Donor's Leave	43
12.12	Defence Reserve Leave	44
12.13	Court Witness Leave	45
12.14	Industrial Relations Training Leave	45
12.15	Study Leave and Examination Leave	45
12.16	Compulsory Isolation Leave	46
12.17	Special leave	47
12.18	Up to 3 months absence.....	47
13.	Parental Leave and Return to Work and Other Reproductive Leave	47
13.1	Definitions	47
13.2	What are the types of Parental Leave am I entitled to?	48
13.3	What general conditions apply to Parental Leave?	49
13.4	Unpaid Parental Leave	49
13.5	Paid Primary Caregiver Leave.....	49
13.6	Paid Secondary Caregiver Leave.....	50
13.7	Paid Pre-Parental Leave	50
13.8	Keeping In Touch Days	51
13.9	What notice requirements must I comply for taking Parental Leave?	52
13.10	What evidence requirements must I comply for taking Parental Leave?	53
13.11	How is my Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave calculated?	54
13.12	How is my Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave paid?	54
13.13	Can I take other leave during Parental Leave?	55
13.14	Transfer to a Safe Job	55
13.15	Paid No Safe Job Leave	55
13.16	Return to Work.....	56
13.17	Can I return to work on a part-time basis?	56
13.18	Can I request a flexible work arrangement?	56
13.19	What support is available to me if I am breastfeeding?.....	56
13.20	Other Reproductive Leave.....	56
14.	Workplace flexibility and Individual flexibility arrangements (IFA)	57
14.1	What is a Flexible Work Arrangement (FWA)	57
14.2	What is an IFA?	57
14.3	When can an IFA be made?	57
14.4	What rules apply to the terms of the IFA?	58
14.5	What procedural requirements apply?.....	58
14.6	How can the IFA be terminated?	58
14.7	Telecommuting	59
15.	Right to Disconnect.....	59
15.1	Do I have a right to disconnect and what is it?	59
15.2	When can I exercise my right to disconnect?	59
15.3	When is it unreasonable if I disconnect from work?	59
15.4	What if the NHVR and I disagree about my right to disconnect?	60

16.	Workplace Change and Consultation	60
16.1	When does this clause apply?	60
16.2	Can I appoint a representative?	60
16.3	Consultation about Major Changes	61
16.4	Consultation about changes to the regular roster or Ordinary Hours of work	61
17.	Dispute Resolution	62
17.1	When does this clause apply?	62
17.2	Can I appoint a representative?	62
17.3	What happens whilst a dispute is being resolved?.....	63
18.	Union Delegate Rights	63
18.1	Can I be represented by a Union?.....	63
18.2	What are a Union Delegate's entitlements?	63
18.3	How will the NHVR facilitate Union Delegates' in-person attendance at JCC meetings?	64
18.4	Attendance at other Union meetings	65
18.5	What is the payment and cost allocation for Union Delegate responsibilities? ..	66
18.6	What are my obligations as a Union Delegate?	66
18.7	What are examples of the NHVR's operational requirements?	66
18.8	What is the Joint Consultative Committee (JCC)?	67
18.9	Attendance of training held by Unions by Union members	67
19.	Misconduct and Unsatisfactory Performance	68
19.1	General	68
19.2	How is misconduct addressed?	68
19.3	How is unsatisfactory performance addressed?	68
19.4	What are the potential disciplinary outcomes?	68
19.5	What information will I receive in formal counselling or formal written warnings?	68
20.	Termination of employment	69
20.1	Redundancy.....	69
20.2	Termination of employment by the NHVR	71
20.3	Termination by you	71
21.	Definitions and interpretation	72
21.1	Definitions	72
21.2	Interpretation.....	79
22.	Signatories	81
	Schedule 1 – Base Salaries and Base Hourly Rates.....	84
	Schedule 2 – Classifications and levels	85
	Schedule 3 – Performance, Planning and Appraisal Process	88

NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025-2028

1. Application and operation

1.1 What is the name of this Agreement?

This is the NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025 - 2028.

1.2 What is the purpose of this Agreement?

This Agreement governs the employment relationship between the NHVR and you. It outlines the terms and conditions of your employment with the NHVR.

1.3 What are our objectives?

The NHVR vision is to have a safe, efficient, and productive heavy vehicle industry for Australia.

The NHVR is committed to embracing innovation and strengthening organisational capabilities to deliver improved services.

The parties are committed to ensuring there is a culture of genuine consultation between management and employees, and ensuring employees can have a meaningful balance between work and family life.

1.4 Diversity and Inclusion.

The NHVR is committed to fostering a workplace that prioritises fairness, equality, and values the contributions of all employees with diverse backgrounds. The NHVR is committed to:

- (a) providing and supporting a workplace that values and utilises the contributions of people with different backgrounds, experiences and perspectives;
- (b) maintaining a workplace free from discrimination, harassment and bullying;
- (c) encouraging diversity through:
 - (i) developing an inclusive workplace culture;
 - (ii) providing a supportive working environment;
 - (iii) providing training to all Employees to enhance existing skills and encourage development of new skills; and
 - (iv) eliminating racism, homophobia and transphobia.

The NHVR aims to create a workplace free from discrimination on the basis of sex, sexual orientation, marital or domestic status, family or carer's responsibilities, pregnancy, breastfeeding, age, race, colour, physical or mental disability, religion, political opinion, national extraction, social origin, or association with, or relation to, a person identified on the basis of any of the above attributes. The NHVR is a safe place for all lesbian, gay, bisexual, transgender, intersex and queer (LGBTIQ+) people.

1.5 Who does this Agreement cover?

This Agreement covers the following parties:

- (a) The NHVR; and
- (b) employees who:
 - (i) are employed in connection with on-road regulatory compliance and assurance functions, and heavy vehicle inspections; and
 - (ii) are employed in safety and compliance classifications specified in Schedule 2; and
 - (iii) paid at the applicable Base Salary (full-time or part-time employees) or Base Hourly Rates (casual employees) specified in Schedule 1; and
- (c) The Australian, Municipal, Administrative, Clerical and Services Union, and
- (d) CPSU, the Community and Public Sector Union-SPSF Group.

1.6 What is the duration of this Agreement?

This Agreement operates from the later of:

- (a) 24 May 2025; or
- (b) the first day of the Pay Period starting 7 days after its approval by the Fair Work Commission.

This Agreement will nominally expire on 7 March 2028.

1.7 Will I receive an additional payment when this Agreement commences to apply to me?

You will receive an additional payment of \$500 gross in the first full pay period after the Commencement Date if each of the following conditions are met:

- (a) you were employed at the time this Agreement was put to a vote and were entitled to vote; and
- (b) this Agreement is made (ie a majority of the employees who cast a valid vote in a ballot approve the Agreement) before 30 April 2025 and that Agreement is subsequently approved by the Fair Work Commission; and
- (c) this Agreement applies to you at the time the additional payment is payable; and
- (d) you are still employed, and are not serving a period of notice of termination, at the time the additional payment is payable.

1.8 When will negotiations for the next enterprise agreement commence?

The parties covered by this Agreement will commence negotiations for a replacement enterprise agreement at least 6 months prior to the nominal expiry date of this Agreement.

1.9 How does this Agreement interact with legislation and other instruments?

This Agreement is to be read in conjunction with the NES. In the case of any inconsistency between this Agreement and the NES, where the NES offers greater benefits, the NES will prevail to the extent of the inconsistency.

1.10 Where can I find a copy of this Agreement?

You can find a copy of this Agreement and the NES on NHVR's intranet.

2. No further claims

2.1 Can parties make further claims relating to terms and conditions?

From the commencement of this Agreement, the parties covered by this Agreement cannot pursue further claims related to 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.

3. Types of employment and working arrangements

3.1 Employment types

3.1.1 How will I be employed?

You can be employed by the NHVR on one of the following bases:

- (a) full-time;
- (b) part-time;
- (c) temporary (full-time or part-time);
- (d) casual;
- (e) Shift Worker (full-time or part-time).

The NHVR will confirm your employment type in writing on or before the start of your employment including:

- On what basis you are employed;
- commencement date;
- completion or expected completion date where applicable;
- an outline of the duties of the position;
- details of hours and days of work;
- the classification and rate of pay of the position;
- confidentiality requirements.

3.2 Full-time employment

3.2.1 What is full-time employment?

Subject to clauses 3.2.6 and 3.2.7, full-time employees work an average of 38 Ordinary Hours per week (inclusive of meal breaks) averaged over the applicable roster cycle, which may be a period of up to 4 weeks.

If you are a full-time employee, this clause 3.2 applies to you.

3.2.2 Can I request to change to part-time employment?

Yes, you can submit a written request to the NHVR to permanently change from full time to part-time employment at any time during your employment. The NHVR will not unreasonably refuse your request, however if your request is refused the NHVR will provide you with written reasons for the decision within 21 calendar days.

You can also submit an application to the NHVR under the provisions in clause 14, Workplace Flexibility and Individual Flexibility Arrangements.

3.2.3 How will I work my Ordinary Hours?

Your Ordinary Hours will be worked under a Rostered Day Off/RDO arrangement by agreement between you and the NHVR in accordance with one of the following:

- (a) Working 9 days per fortnight comprising eight shifts that are 8.5 hours in length, one shift that is 8 hours in length that are a total of 76 hours, accruing one RDO;
- (b) Working 9 consecutive days per fortnight comprising eight shifts that are 8.5 hours in length, one shift that is 8 hours in length, accruing one RDO;
- (c) Working 19 days of 8 ordinary hour shifts in a 4-week roster cycle, accruing one RDO; or
- (d) Other rosters introduced in accordance with this Agreement.

The RDOs you accrue will be dealt with in accordance with clause 3.2.4 to 3.2.8.

3.2.4 How will my RDO be scheduled?

Your RDO will be taken in whole days at a mutually agreed time within the applicable roster cycle in which it accrues, subject to ensuring operational requirements are met.

You and the NHVR may agree to a different arrangement, subject to operational requirements being met. These additional arrangements could include you banking up to 40 RDO hours.

3.2.5 What if I do not want to take my scheduled RDOs?

If you do not want to take your RDO and your balance reaches 40 RDO hours, you should notify your manager.

In such cases, your RDO hours in excess of 40 hours will be paid out in the next pay cycle at your Base Hourly Rate.

3.2.6 Can I agree to work on my scheduled RDOs?

From time to time, the NHVR may call for volunteers to work on their scheduled RDO. Alternatively, you may request to work the day that would have been your scheduled RDO in order to bank an RDO.

If you agree to work on your scheduled RDO that is on a Public Holiday, you will be paid the applicable Ordinary Hours Penalty for the hours you worked on the scheduled RDO and receive a recredit of your RDO so that you can take your RDO at a later date as mutually agreed with your manager.

If you agree to work on your scheduled RDO that is not on a Public Holiday, you have the option to either:

- (a) be paid at your Base Hourly Rate for the hours you worked on the scheduled RDO and receive a recredit of your RDO so that you can take your RDO at a later date as mutually agreed with your manager; or
- (b) receive Overtime payments for the hours worked at the applicable overtime rate set out in clause 7.5.

3.2.7 Can I be required to work on my scheduled RDOs?

The NHVR may require you to work on your scheduled RDO. Whenever possible, you will receive at least 7 days' notice.

If you work on your scheduled RDO that is on a Public Holiday, you will be paid the applicable Ordinary Hours Penalty for the hours you worked on the scheduled RDO and receive a recredit of your RDO so that you can take your RDO at a later date as mutually agreed with your manager.

If you are required to work on your scheduled RDO that is not a Public Holiday, you have the option to either:

- (a) be paid at your Base Hourly Rate for the hours you worked on the scheduled RDO and receive a recredit of your RDO so that you can take your RDO at a later date as mutually agreed with your manager; or
- (b) receive Overtime payments under clause 7.5 for the hours worked.

3.2.8 Do I accrue RDOs on periods of leave and public holidays?

You will continue to accrue your RDOs on public holidays and paid leave taken (excluding on the RDO itself).

3.3 Part-time employment

3.3.1 What is part-time employment?

You are a part-time employee if you are employed to work less than an average of 38 Ordinary Hours per week (inclusive of meal breaks) averaged over the applicable roster cycle, which may be a period of up to 4 weeks.

If you are a part-time employee, this clause 3.3 applies to you.

3.3.2 How is my Regular Roster Pattern determined?

Your Regular Roster Pattern will be determined by a written agreement between the NHVR and you before your employment commences.

Your Regular Roster Pattern will specify your daily number of hours, days of work, and start and finish times.

3.3.3 Can my Regular Roster Pattern be varied?

Yes, you can request to enter into a written agreement with the NHVR to vary your Regular Roster Pattern on an ongoing basis at any time during your employment.

The NHVR may also request you to change your Regular Roster Pattern.

Any ongoing variation to the Regular Roster Pattern will be agreed between the NHVR and you and be recorded in writing.

Alternatively, you can agree with the NHVR to work hours in addition to your Regular Roster Pattern in a particular week as Ordinary Hours, provided that:

- (a) your agreement with the NHVR is recorded in writing (including through an exchange of emails, text messages or by other electronic means);
- (b) you may only work up to a maximum of an average of 38 hours per week over the applicable roster cycle as Ordinary Hours;
- (c) if the NHVR offered the additional Ordinary Hours, you have received at least one week's notice of the option to work additional Ordinary Hours;
- (d) the hours you agree to work under this clause are treated as Ordinary Hours for payment purposes and leave accrual purposes.

For the avoidance of doubt, if any of the above conditions are not met, the additional hours you work will constitute Overtime.

3.3.4 Do I receive a minimum engagement on each work day as a part-time employee?

Yes, you will be engaged for a minimum of 3 hours on any day you are required to work Ordinary Hours.

3.3.5 How does this Agreement apply to me?

The provisions of this Agreement apply to you on a pro-rata basis according to your number of Ordinary Hours worked, unless provided otherwise.

3.3.6 Can I request to change to full-time employment?

Yes, you can submit a written request to the NHVR to change from part-time to full time employment (for a defined period of time or permanently) at any time during your employment. The NHVR will not unreasonably refuse your request. Your request will at all times be subject to the NHVR's operational business requirements.

3.4 Temporary employment

This clause operates subject to the FW Act.

3.4.1 What is temporary employment?

You are a temporary employee if:

- (a) it is permitted under the FW Act; and
- (b) you are employed:
 - (i) on a full-time or part-time basis; and
 - (ii) under one of the following contracts:
 - fixed term contract;
 - maximum term contract;
 - specified project contract.

If you are a temporary employee, this clause 3.4 applies to you.

3.4.2 What is the usual duration of a temporary contract?

Your first temporary employment contract with the NHVR will not exceed a period of 2 years.

3.4.3 When will my employment end?

If you are employed on a:

- (a) fixed term contract, your employment will end on the fixed term end date, unless terminated earlier under clause 20.2.3(a);
- (b) maximum term contract, your employment will end on the contract maximum term end date, unless terminated earlier under clauses 20.2 or 20.3;
- (c) specified project contract, your employment will end on completion of the specified project, unless terminated earlier under clauses 20.2 or 20.3.

The NHVR's preferred mode of engagement is on a permanent basis. Prior to the conclusion of each temporary employment arrangement, consideration will be given as to whether the temporary position being filled can reasonably be converted to a permanent position, prior to renewing or extending a temporary employment arrangement.

3.4.4 Can my temporary contract be extended?

Yes, if the NHVR decide to offer you an extension to your temporary employment contract beyond its end date or the completion of the specified project (whichever is applicable), the contract extension will be offered to you. You may choose to either accept or decline the extension offer.

If the NHVR decide not to extend your temporary employment contract, you will be notified in writing no later than 4 weeks before your contract end date or completion of the specified project (whichever is applicable) or payment in lieu of notice will be made to you, less any period of notice given.

3.5 Casual employment

3.5.1 What is casual employment?

You are a casual employee if:

- (a) at the time of engagement, the NHVR makes an offer to you on the basis that the NHVR does not provide any firm advance commitment to continuing and indefinite work according to an agreed pattern of work, you accept the offer on that basis, and you become an employee as a result of that acceptance (unless the FW Act provides otherwise); and
- (b) you may work up to an average of 38 Ordinary Hours per week (inclusive of meals breaks) averaged over a period of up to 4 weeks.

If you are a casual employee, this clause 3.5 applies to you.

3.5.2 Do I receive a casual loading?

Yes, you will receive a loading of 25% of your Base Hourly Rate, in addition to your Base Hourly Rate, for each hour worked and any applicable minimum engagement or Overtime payments. The loading is to compensate you for the absence of certain benefits, such as paid annual leave, personal/carer's leave, and public holidays, which are usually granted to permanent employees but not to casual workers.

Your casual loading is applied cumulatively to any monetary entitlements in this Agreement that are expressed as a percentage entitlement. For example, if you are entitled to Overtime at 150% of your Base Hourly Rate, it effectively becomes 175% of your Base Hourly Rate with the inclusion of casual loading.

3.5.3 Do I receive a minimum engagement per day as a casual employee?

Yes, you will be engaged for a minimum of 3 hours on any day you are required to work Ordinary Hours.

3.5.4 Can I convert to permanent employment?

You may be entitled to convert to full-time or part-time employment in accordance with Part 2-2 Division 4A of the FW Act, if:

- (a) you have been employed for a period of 12 months beginning the day your employment started; and
- (b) during at least 6 months of that period you have worked a regular pattern of hours on an ongoing basis which, without significant adjustment, you could continue to work as a full-time or part-time employee; and
- (c) all of the following apply:
 - (i) you have not, at any time during the period referred to in clause 3.5.4(b), refused our offer to convert you to full-time or part-time employment in accordance with section 66B of the FW Act;
 - (ii) The NHVR have not, at any time during that period, given you a notice of our decision not to make an offer to convert you to full-time or part-time employment on reasonable business grounds in accordance with section 66C(3)(a) of the FW Act;

- (iii) The NHVR have not, at any time during that period, given a response to you under section 66G refusing your previous request made under section 66F of the FW Act;
 - (iv) your request is not made during the period of 21 days after the period referred to in clause 3.5.4(a) under section 66B(1)(a) of the FW Act; and
- (d) your request:
 - (i) is in writing; and
 - (ii) is a request for you to convert:
 - (AA) if you have worked the equivalent of full-time hours during the period referred to in clause 3.5.4(b) --to full-time employment; or
 - (BB) if you have worked less than the equivalent of full-time hours during the period referred to in clause 3.5.4(b)--to part-time employment that is consistent with your regular pattern of hours worked during that period; and
 - (iii) is given to the NHVR.

3.6 **Shift Workers**

Shift Workers' entitlements are set out in clauses 6.8 to 6.12.

4. **Probation**

4.1 **Am I subject to probation?**

Unless you are a casual employee, a temporary employee on a fixed-term contract, or the NHVR have waived or varied your probationary period in writing, you will be subject to a probationary period for the initial 6 months of your employment.

4.2 **What happens during probation?**

During probation, the NHVR will assess your work performance, behaviour at work, and suitability for continued employment.

4.3 **Can my employment be terminated during probation?**

Yes, the NHVR can terminate your employment during probation by providing 1 week's notice or payment instead of notice, unless terminated earlier under clause 20.2.3(a).

You may also terminate your employment with the NHVR during probation by providing one week written notice of your resignation.

4.4 **How will I know if I have successfully completed probation?**

If your employment has not been terminated in accordance with clause 4.3, you are considered to have successfully completed probation.

5. **Employee classifications and levels**

5.1 **What is the classifications structure?**

The classification structure is set out in Schedule 2.

5.2 How is my starting pay determined?

Upon commencement as a Safety and Compliance Officer, you will be placed on level 1 under the Safety and Compliance Officer classification.

For all other classifications, please refer to the rate for your role in Schedule 1.

5.2.1 I am a Safety and Compliance Officer. How do I advance to the next classification level within my classification?

Upon successful completion of the NHVR Safety and Compliance Officer induction and final 'on road performance assessment' or equivalent, you will advance to level 2 of the Safety and Compliance Officer classification.

After 12 months of Continuous Service on level 2, you will be advanced to level 3 of the Safety and Compliance Officer classification if you have met the performance requirements of the role.

5.2.2 How is it possible to advance to a different classification?

You will only move to a different classification if you move into a new position which holds a different classification.

5.3 What happens to my pay and other entitlements under this Agreement if I perform higher duties?

If you perform duties of a higher classification for 5 consecutive work days or more, you will be paid at that higher classification from day one of performing these duties.

For the periods in which you are entitled to higher duties, you will receive not only the higher classification rate for hours worked, but also all other benefits applicable to the higher classification under this Agreement while performing duties in the higher classification.

5.4 What happens to my paid leave and Annual Leave Loading when I perform higher duties?

Where you have performed duties of a higher classification for a cumulative total of at least 3 months within the past 12 months, and you continue to act in the higher duties position as of 1 December (the date on which your yearly Annual Leave Loading is calculated) your Annual Leave Loading for the year will be paid at the higher classification rate.

If you take paid leave while acting in higher duties, that leave will be paid at the higher classification rate.

If you are performing duties of a higher classification on your final day of employment, any accrued but unused Annual Leave and Annual Leave Loading will be paid at the higher classification rate.

5.5 What happens if my higher duties rate is lower than my usual rate?

If your existing classification provides a higher Base Salary or Base Hourly Rate than that of your assigned higher duties classification, your rate will not change during the period in which you perform duties of a higher classification.

5.6 If I have been performing higher duties for an extended period, do I have a right to

return to my original position?

If you have been required to perform higher classification duties for up to 12 months, you will retain a right to return to your original position.

If you have been required to perform higher classification duties for more than 12 months, you will have a right to return to a position equivalent to their original position and you will be eligible to advance to your original position's next classification level (if relevant).

6. Ordinary Hours, Shift Work and related matters

6.1 What are Ordinary Hours?

Your Ordinary Hours include:

- (a) Hours as per clauses 3.2, 3.3 and 3.5 (whichever is applicable to you); and
- (b) Hours worked under an RDO pattern which accrue towards an RDO entitlement under clause 3.2.3, excluding work performed on scheduled RDOs under clause 3.2.6 or 3.2.7 unless the employee elects to be compensated via a recredited RDO.

6.2 Can I work my Ordinary Hours flexibly?

Yes, the NHVR offer various arrangements for how you can work your Ordinary Hours to enable you to work flexibly, including:

- (a) The NHVR may average your Ordinary Hours over the applicable roster cycle as outlined in clauses 3.2, 3.3 and 3.5 (whichever is applicable to you).
- (b) If you are a full-time employee (excluding a Shift Worker), you can choose how you work your Ordinary Hours in accordance with clause 3.2.3.

Additionally, you may be entitled to request flexible working arrangements.

6.3 Am I required to record my hours of work?

Yes, you must record all working hours (whether the hours are Ordinary Hours or Overtime) through NHVR's timesheet system.

6.4 Is there a maximum number of Ordinary Hours I can work?

You must not work more than 10 Ordinary Hours in a single day, unless the NHVR provide specific direction or grant prior approval.

6.5 How are my Ordinary Hours paid?

Your Ordinary Hours will be paid as follows:

- (a) Base Salary in Schedule 1 (full-time and part-time employees);
- (b) Base Hourly Rate in Schedule 1 (casual employees);

applicable to your classification and classification level.

6.6 I am not a Shift Worker. Will I receive penalty rates for working Ordinary Hours on

certain days?

Yes, unless you are a Shift Worker, you will receive Ordinary Hours Penalties if you work Ordinary Hours on Public Holidays or Christmas Closure Period.

6.7 What are the Ordinary Hours Penalties for non-Shift Workers?

For non-Shift Workers, your Ordinary Hours Penalties will be paid as follows:

Ordinary Hours worked	Ordinary Hours Penalties	Minimum Ordinary Hours payment
Public Holiday	250% of the Base Hourly Rate	4 hours
Christmas Closure Period	250% of the Base Hourly Rate	4 hours

6.8 Am I a Shift Worker?

The following definitions apply to define what Shift Work is, who is a Shift Worker and what types of shifts are worked by Shift Workers:

Definition	Meaning
Shift Work	Rotating Shift Work or Non-Rotating Shift Work.
Shift Worker	For the purposes of the NES, an employee performing Rotating Shift Work. For all other purposes, an employee performing Shift Work.
Rotating Shift Work	Where hours of work are regularly rotated in accordance with a shift roster (Day Shift, Afternoon Shift or Night Shift) covering a period of 24 hours per day, 7 days a week.
Non-Rotating Shift Work	Where hours of work are rostered on a non-rotating basis in accordance with a shift roster (Day Shift, Afternoon Shift or Night Shift) that does not cover a period of 24 hours per day 7 days a week.
Shift Loading	Additional payment for working Shift Work.
Day Shift	Commences at or after 6:00am and before 12:00pm.
Afternoon Shift	Commences at or after 12:00pm and before 4:00pm.
Night Shift	Commences at or after 4:00pm and before 6:00am.

6.9 What is my Shift Work roster?

If you are a Shift Worker, you will perform Shift Work in accordance with a Rotating Shift Work roster or Non-Rotating Shift Work roster as mutually agreed between the NHVR and a majority of the affected work group.

6.10 Do I receive notice of working Shift Work?

Prior to introducing Shift Work, the NHVR will Consult with you and other impacted employees in accordance with clause 16.4.

After Consultation with you, where a decision is made to introduce Shift Work the NHVR shall provide two weeks' notice to the impacted employees required to undertake the Shift Work.

6.11 What are the shift rostering principles?

Any rostering principles, roster patterns or master rosters that are in operation immediately before the Commencement Date will remain in place. If the NHVR proposes a change to any rostering principles, roster patterns or master rosters, the consultation processes in clause 16 and clause 6.9 will apply.

The NHVR will consider any requests from an employee or group of employees to change their regular roster.

The following rostering principles apply to all Shift Workers:

- (a) You will be rostered in a manner that meets the operational needs of the NHVR, enable operational efficiency and effectiveness, and to facilitate team equity.
- (b) Rosters are developed based on business needs, to meet operational requirements and to improve road safety to support a productive, efficient and safe heavy vehicle industry.
- (c) If you wish to mutually exchange your rostered shift with another employee, this will be subject to the NHVR's prior agreement.
- (d) If you are rostered to work two consecutive shifts in a row, you must receive a minimum of ten (10) consecutive hours off duty between finishing your Ordinary Hours one shift and beginning your Ordinary Hours the next shift.
- (e) The NHVR may change your shift within a roster. In cases where the NHVR provides less than 7 days' notice of such a change to your shift, you will receive payment at the higher rate of the previously scheduled shift or the newly assigned shift worked.
- (f) As provided for under clause 9.1.1, you are entitled to a paid meal break of 30 minutes for each five consecutive Ordinary Hours. However, if you are directed by the NHVR to work during a meal break, in lieu of receiving the meal break, you will be paid at the applicable overtime rate for the period you work during the meal break instead of any shift loadings that applies to the relevant shift.

The following additional rostering principles apply to Non-Rotating Shift Workers only:

- (g) Rosters will be based on fortnightly roster cycles.

- (h) Rosters will be published at least four weeks in advance, subject to any shift changes within the roster in accordance with rostering principle (e).
- (i) A full time Non-Rotating Shift Worker will be rostered to work an average of 38 ordinary hours per week averaged over the applicable roster cycle.

The following additional rostering principles apply to Rotating Shift Workers only:

- (j) You will not be rostered to work more than two weeks on Afternoon Shift and/or Night Shift in any period of three working weeks, unless mutually agreed between you and the NHVR.
- (k) Where possible, a draft roster may be provided to you 3 months in advance.

The following additional rostering principles apply to Safety and Compliance Officers with a mechanical trade qualification only:

- (l) The parties acknowledge that SCOs with a mechanical trade qualification have valuable skills and expertise that may be relied upon for specific duties or operational requirements, and that they contribute to the effective functioning of the workplace. Subject to paragraph (m) below:
 - (i) When determining mechanically qualified SCOs rostering arrangements, the NHVR will take reasonable steps to avoid financially disadvantaging SCOs with a mechanical trade in comparison to their colleagues without a mechanical trade qualification.
 - (ii) SCOs with a mechanical trade qualification shall be provided with rostering opportunities that are no less favourable than those available to SCOs without a mechanical trade.
 - (iii) SCOs with a mechanical trade qualification shall have equitable access to shift allocations, overtime, and rostering opportunities in comparison to their colleagues without a trade qualification, with consideration given to both operational requirements and fairness across the workforce.
- (m) The NHVR retains the right to adjust rosters based on business continuity needs, including responding to unplanned absences and operational requirements at a given time.

During the life of this Agreement, a rostering principles guideline will be developed by the NHVR in consultation with the parties to the Agreement.

6.12 What are the Shift Worker loadings for Ordinary Hours?

If you are a Shift Worker, the following table sets out the shift loadings that apply to any Ordinary Hours worked on the following shifts, subject to the paragraphs below the table:

Shift Type	Shift Loading (in addition to your Base Hourly Rate/Base Salary)
Afternoon Shift (as defined in clause 6.8)	15% of your Base Hourly Rate

Shift Type	Shift Loading (in addition to your Base Hourly Rate/Base Salary)
Night Shift (as defined in clause 6.8) – Rotating Shift Worker	15% of your Base Hourly Rate
Night Shift (as defined in clause 6.8) – Non-Rotating Shift Worker	30% of your Base Hourly Rate
Saturday Shift	50% of your Base Hourly Rate
Sunday Shift	100% of your Base Hourly Rate
Public Holiday Shift	150% of your Base Hourly Rate

If your shift meets the description of more than one shift type, you will receive the higher shift loading only (eg Saturday afternoon shift will trigger a shift loading of 50% of your Base Hourly Rate only).

The shift loadings for Saturday Shifts, Sunday Shifts and Public Holiday Shifts will be applied to the entire shift based on where the majority of your Ordinary Hours worked fall during that shift. However, if your shift involves an even split between different loadings due to a crossover between shift types, each part of the shift will be individually paid at the applicable loading rate.

For example:

- (a) Let us say you work a Night Shift from 10.00pm Friday to 6.00am Saturday. In this scenario, the majority of your Ordinary Hours fall on a Saturday rather than the Friday. This means you receive the Saturday Shift loading for all hours worked on that shift (50% of your Base Hourly Rate), instead of the applicable Night Shift penalty.
- (b) Let us say you work a Night Shift from 8.00pm on Monday, 1 January (being a Public Holiday) to 4.00am on Tuesday, 2 January. In this scenario, your shift is evenly split between a Public Holiday and a non-Public Holiday Tuesday. This means you receive the Public Holiday Shift loading for the first four Ordinary Hours you work (150% of your Base Hourly Rate) and the Night Shift loading for the final four Ordinary Hours (either 15% or 30% of your Base Hourly Rate, depending on whether you are a Rotating Shift Worker or a Non-Rotating Shift Worker).

7. Overtime

7.1 How is my workload managed?

The NHVR acknowledges the benefits to both the organisation and employees through you having a balance between both your professional and family lives.

The NHVR recognises that the allocation of work must include consideration of your hours of work and health, safety and welfare.

You and your manager have a mutual responsibility for managing your 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 you to meet business requirements and balance your personal needs.

Where you or a group of employees believe that there is an allocation of work leading to you or a group of employees being overloaded with work, the 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 your concerns and requirements are being met.

7.2 What is Overtime?

Overtime is any work performed at the NHVR's direction, upon the request or with the NHVR approval and is either:

- (a) in excess of your number of Ordinary Hours under clauses 3.2, 3.3 and 3.5 (whichever is applicable); or
- (b) in excess of 10 Ordinary Hours per day; or
- (c) outside the Span of Hours (excluding for Shift Workers); or
- (d) in response to a Recall.

For the avoidance of doubt, Overtime excludes:

- (e) any work performed in any of the circumstances described in clauses 7.2(a) to 7.2(d) without direction or approval by the NHVR;
- (f) Ordinary Hours.

In calculating Overtime, each shift stands alone.

7.3 When am I required to work Overtime?

You may be required to work reasonable Overtime in accordance with section 62 of the FW Act. The NHVR will provide you with advance notice if this is necessary.

You will not be requested or required to perform any work in circumstances described in clauses 7.2(a) to 7.2(d) other than in circumstances where it is overtime.

You may refuse to work overtime, if the additional hours are unreasonable in accordance with section 62 of the FW Act.

7.4 What are my entitlements for working Overtime?

If you work Overtime you can choose to receive either:

- (a) payment at Overtime rates under clause 7.5; or
- (b) TOIL under clause 7.6, except for Overtime worked:
 - (i) on scheduled RDOs under clause 3.2.6 or 3.2.7; or
 - (ii) if you are a casual employee.

7.5 What are the Overtime rates?

Your Overtime will be paid as follows:

Overtime worked	Rate – First 2 hours	Rate – After 2 hours	Minimum Overtime payment
Monday to Friday	150% of your Base Hourly Rate	200% of your Base Hourly Rate	Recalls only: 3 hours
Saturday before 12pm	150% of your Base Hourly Rate	200% of your Base Hourly Rate	3 hours
Saturday after 12pm	200% of your Base Hourly Rate	200% of your Base Hourly Rate	3 hours
Sunday	200% of your Base Hourly Rate	200% of your Base Hourly Rate	3 hours
Public Holidays	250% of your Base Hourly Rate	250% of your Base Hourly Rate	4 hours
Christmas Closure Period	250% of your Base Hourly Rate	250% of your Base Hourly Rate	4 hours

If you commence performing further Recall(s) within the minimum Overtime payment period of an earlier Recall, the further Recall(s) do not establish separate minimum Overtime payments. Hours worked on a further Recall that extend beyond the earlier Recall's minimum Overtime payment period will be paid at the rate set out in the above table.

Minimum Overtime payments for Recalls under clause 7.2(d) includes reasonable time spent travelling from your residence to your work location for the Recall and from your work location for the Recall to your residence.

7.6 Can I access time off in lieu (TOIL) arrangements?

TOIL is an alternative form of compensation for working Overtime. You may choose to be credited with TOIL instead of payment for overtime as set out in clause 7.4.

TOIL is calculated according to the Overtime rates, with each 100% representing 1 hour of TOIL. For example, if you work 2 hours of Overtime attracting 150% of your Base Hourly Rate ($2 \times 150\% = 300\%$), you are entitled to 3 hours of TOIL.

You can accrue up to 38 hours TOIL, equivalent to 5 full-time equivalent work days, irrespective of whether you are a full-time or part-time employee. Where your balance exceeds 3 days (22.8 hours), the NHVR may direct you to take TOIL. If you work Overtime and your TOIL balance exceeds 38 hours, you will be paid at applicable Overtime rates instead of receiving TOIL.

You can take TOIL at a mutually agreeable time arranged with your manager.

You can request to have your accrued TOIL paid out at any time, which will be paid out in the next pay cycle.

You will be paid out any accrued but unused TOIL on termination.

8. Public Holidays and Christmas Closure Period

8.1 What are the Public Holidays?

A Public Holiday is a day or part-day defined as a public holiday under section 115 of the FW Act where you are based for work purposes. These include:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Saturday
- (d) Easter Sunday (if declared)
- (e) Easter Monday
- (f) Christmas Day
- (g) Boxing Day
- (h) Australia Day
- (i) Anzac Day
- (j) King's Birthday
- (k) Any Public Holidays declared, prescribed or substituted in the relevant State, Territory, or locality.

8.1.2 Can Public Holidays be substituted by agreement?

Yes, Public Holidays can be substituted for your ordinary working day by mutual agreement provided this is permitted by the FW Act.

Where a substituted day occurs, work performed on the Public Holiday will be paid at Ordinary Hours and any work performed on the substituted day will be paid at the rate applicable to the Public Holiday that has been substituted

8.1.3 Am I entitled to be off work on Public Holidays?

Yes you are entitled to be absent from work on that Public Holiday without deduction of pay unless you are rostered to work the Public Holiday or engaged by the NHVR as a casual employee.

8.1.4 What happens if I am rostered off on a Public Holiday?

Unless clause 3.2.6 or 3.2.7 applies, if you normally work Ordinary Hours on a relevant Public Holiday but are taking an RDO (in accordance with clause 3.2.5) on that day, you are entitled to:

- (a) a day off to be taken at a time mutually agreed with your manager; or
- (b) an additional day added to your paid Annual Leave entitlements.

8.1.5 Can I be required to work on Public Holidays?

Despite any provision in clause 8, the NHVR may reasonably request you to work on a Public Holiday. You have the right to refuse if you believe the request is unreasonable or if you have a reasonable basis for refusing to work on the Public Holiday.

In determining whether the request or your refusal is reasonable, the following must be taken into account.

- (a) the nature of the NHVR's workplace or enterprise (including its operational business requirements), and the nature of the work you perform;
- (b) your personal circumstances, including family responsibilities;
- (c) whether you could reasonably expect that the NHVR might request work on the public holiday;
- (d) whether you are 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) your employment type (for example full time, part time 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 you when refusing the request; and
- (h) any other relevant matter.

8.2 What happens during the Christmas Closedown Period?

8.2.1 When is the Christmas Closedown Period?

The NHVR's Offices will be closed for normal business purposes during the Christmas Closedown Period which is from 25 December to the first business day following the first day of January.

8.2.2 Am I entitled to Christmas Closedown Leave?

If you are a full-time or part-time employee, you are entitled to receive payment for Christmas Closedown Leave on your normal working days that fall within the Christmas Closedown Period.

If you are on leave without pay (unpaid leave) for more than ten consecutive business days prior to the Christmas Shutdown, you will not be entitled to receive payment for the Christmas Closedown Leave.

Rostered Day Off accruals will not occur during paid Christmas Closedown Leave.

8.2.3 Can I be required to work during the Christmas Closedown Period on a non-Public Holiday?

Yes, the NHVR may require you to work during the Christmas Closedown Period on a non-Public Holiday due to an emergency, where unavoidable due to work demands or operational business requirements.

8.3 What am I paid during Public Holidays and during the Christmas Closedown Period?

If you work Ordinary Hours on Public Holidays or during the Christmas Closedown Period, you will be paid in accordance with the Ordinary Hours Penalties under clause 6.7. Where you work Ordinary Hours on a day during the Christmas Closedown Period that is not a Public Holiday, you may elect instead to accrue Time Off in Lieu at single time for the ordinary hours worked.

If you work Overtime on Public Holidays or during the Christmas Closedown Period, you will be paid Overtime rates as set out in clause 7.5 or may be entitled to TOIL in accordance clause 7.6.

9. Breaks and rest periods

9.1 What breaks am I entitled to during Ordinary Hours?

9.1.1 When can I take a meal break when working Ordinary Hours?

You are entitled to take a paid meal break of 30 minutes for each 5 consecutive Ordinary Hours worked.

However, if you are directed by the NHVR to work during a meal break, in lieu of receiving the meal break, you will be paid at the applicable overtime rate for the period you work during the meal break instead of any shift loadings that applies to the relevant shift.

Example 1: Let us say that you are a Shift Worker working a Day Shift on a Wednesday comprising 8 Ordinary Hours. It is not a Public Holiday or a day within the Christmas Closure Period. During this shift, you are directed by the NHVR to work during your 30 minute meal break. For this shift, you will be entitled to be paid:

- (a) in relation to your Ordinary Hours, 8 hours at your Base Hourly Rate; and
- (b) in relation to the meal break you were directed to work through, 30 minutes at 150% of your Base Hourly Rate (being the applicable overtime rate under clause 7.5).

Example 2: Let us say that you are a Shift Worker working a Night Shift comprising 8 Ordinary Hours and the majority of your shift hours are on a Sunday. It is not a Public Holiday or a day within the Christmas Closure Period. During this shift, you are directed by the NHVR to work during your 30 minute meal break. For this shift, you will be entitled to be paid:

- (a) in relation to your Ordinary Hours, 8 hours at your Base Hourly Rate plus a Sunday Shift loading of 100% of your Base Hourly Rate for each of those Ordinary Hours (ie a payment of 16 hours at your Base Hourly Rate for working 8 Ordinary Hours on a Sunday); and
- (b) in relation to the meal break you were directed to work through, 30 minutes at 200% of your Base Hourly Rate (being the applicable overtime rate under clause 7.5). You do not receive both the Sunday Shift loading and the overtime rate for this payment. You also do not receive any minimum Overtime payment because it does not form part of the "applicable overtime rate".

9.1.2 When can I take a paid rest break when working Ordinary Hours?

You are entitled to a paid 20-minute rest break on shifts that you work Ordinary Hours, which can be taken as two 10-minute rest breaks.

9.2 What breaks am I entitled to during Overtime?

9.2.1 When can I take an unpaid meal break during Overtime?

You are entitled to an unpaid meal break of at least 30 minutes when you work:

(a) either:

(i) more than 2 hours Overtime immediately after Ordinary Hours; or

(ii) more than 4 hours Overtime not immediately after Ordinary Hours; and

(b) each continuous 4 hours of Overtime after either clause 9.2.1(a)(i) or 9.2.1(a)(ii).

9.3 When can I take my breaks?

You are not required to, and must not work for more than five consecutive hours without taking a break of at least 30 minutes.

9.4 How are breaks treated in this Agreement?

Unpaid meal breaks are not counted as time worked, whereas paid meal breaks and paid rest breaks are counted as time worked (including for the purposes of calculating minimum Overtime payments).

9.5 What rest periods am I entitled to?

9.5.1 What is my minimum rest period between working days?

You must not work without having a minimum 10 consecutive hour break between finishing work on one day or shift and starting work on the next day or shift, unless directed or authorised by the NHVR.

If you are directed or authorised to work without you having received your 10 consecutive hour break, you will receive 200% of your Base Hourly Rate for all hours worked until you receive your 10 consecutive hour break.

10. Wages and related matters

10.1 What do I get paid?

You will be paid:

(a) Ordinary Hours as follows (whichever is applicable):

(i) Base Salary in Schedule 1 (full-time and part-time employees);

(ii) Base Hourly Rate in Schedule 1 (casual employees); or

in accordance with your classification and classification level;

(b) Ordinary Hours Penalties in accordance with clause 6.7 (if applicable);

(c) Shift Work loadings in accordance with clause 6.12 (if applicable);

- (d) Overtime in accordance with clause 7.5 (if applicable);
- (e) Other monetary entitlements in this Agreement (if applicable); and
- (f) Superannuation in accordance with clause 10.4.

10.2 What are the scheduled Base Salary and Base Hourly Rate increases?

The Base Salaries and Base Hourly Rates set out in Schedule 1 incorporate the following annual increases:

Effective Date	Wage increase
The Commencement Date or the first full Pay Period after 1 July 2025, whichever is later	5%
First full Pay Period after 1 July 2026	3%
First full Pay Period after 1 July 2027	3%

10.2.1 Notional operative date payment

If as at the Commencement Date, you are employed by the NHVR, covered by this Agreement and not serving a period of notice of termination, you will receive a payment calculated in accordance with the following paragraphs:

- (a) The NHVR will first calculate what would be payable for your Ordinary Hours (whether worked or taken as paid leave, RDOs or TOIL) and Overtime hours for the Notional Operative Period if the Notional Base Hourly Rate(s) had applied during the Notional Operative Period; and
- (b) The NHVR will then determine the gross payment amount by subtracting the amount actually paid to you for your Ordinary Hours and Overtime hours during the Notional Operative Period from the amount calculated under paragraph (a).

This notional operative date payment will be paid to eligible employees within the first four (4) full pay periods after the Commencement Date. For the avoidance of doubt, this payment is not payable on any allowances or the payout of leave or leave-like entitlements.

10.3 When and how am I paid?

You will be paid for each Pay Period fortnightly in arrears by electronic transfer into your nominated bank or financial institution account.

10.4 What are my superannuation entitlements?

You are entitled to superannuation in accordance with the SGAA (currently 11.5% of ordinary time earnings or in accordance with any applicable defined benefits superannuation scheme) .

The NHVR will make employer contributions to:

- (a) a nominated complying fund of your choice, including a defined benefits fund where applicable; or

- (b) if you do not make a choice, a Stapled Fund; or
- (c) if no Stapled Fund exists, our default fund.

10.5 Can I enter into salary sacrifice superannuation arrangements?

You will have the opportunity to participate in a salary sacrifice superannuation arrangement where the NHVR contribute Additional Employer Contributions when you make Voluntary Employee Contributions, as specified in the table below:

Voluntary Employee Contribution	Additional Employer Contribution
5%	3.25%
4%	2.25%
3%	1.25%
2%	0.25%
0%	0%

Additionally, you may be able to enter into other salary sacrifice superannuation and non-superannuation arrangements.

All salary sacrifice agreements will be subject to relevant taxation laws and rulings governing such arrangements.

11. Allowances

11.1 Overtime Meal Allowance

11.1.1 When am I entitled to the Overtime Meal Allowance?

You are entitled to the Overtime Meal Allowance on each occasion you work:

- (a) either:
 - (i) more than 2 hours Overtime immediately after Ordinary Hours; or
 - (ii) more than 4 hours Overtime not immediately after Ordinary Hours; and
- (b) each continuous 4 hours of Overtime after either clause 11.1.1(a)(i) or 11.1.1(a)(ii).

11.1.2 How is the Overtime Meal Allowance calculated?

Your Overtime Meal Allowance will be paid in accordance with the applicable Taxation Determination (currently 'TD 2024/3'), which can be found on the ATO website.

11.2 Overtime Transport Reimbursement

11.2.1 Am I entitled to Overtime Transport Costs?

If you finish Overtime and adequate transportation options are not available for you to return home, the NHVR will pay reasonable transportation costs (including reimbursement upon provision of a receipt).

11.3 **Child Care during overtime work**

11.3.1 **Am I entitled to Child Care Costs?**

Where you are:

- (a) required by the NHVR to work outside of your ordinary hours of work; and
- (b) where less than 24 hours' notice (or otherwise as mutually agreed) of the requirement to perform such overtime work has been given to you by the NHVR,

you will be reimbursed for any reasonable childcare expenses incurred. Evidence of expenditure incurred must be provided to the NHVR as soon as possible after the working of such overtime.

11.4 **On-Call Allowance**

11.4.1 **Am I entitled to the On-Call Allowance?**

You are entitled to the On-Call Allowance if:

- (a) at the NHVR's request, you agree to be, and in fact are, contactable and available to return to work for a period during your off-duty hours; and
- (b) you are fit and ready to return to work, and do so, within 1 hour's notice of our direction.

11.4.2 **What does the On-Call Allowance cover?**

The On-Call Allowance compensates you for:

- (a) remaining available to monitor, read and respond to contact, or attempted contact, from the NHVR during the period you are on-call; and
- (b) performing On-Call Work (initial limited response to work matters, solvable by phone or email within 10 minutes) during the period you are on-call.

The On-Call Allowance does not compensate you for performing Recalls, which are treated as Overtime under clause 7.2

11.4.3 **How is the On-Call Allowance paid?**

You will receive an On-Call Allowance for each instance you meet the requirements set out in clause 11.4.1 for a 24 hour period or less. The On-Call Allowance rate that applies depends on the type of On-Call, as follows:

On-Call Type	Commencement Date, if before the first full Pay Period after 1 July 2025	First full Pay Period after 1 July 2025 or the Commencement Date if later	First full Pay Period after 1 July 2026	First full Pay Period after 1 July 2027
Monday to Friday	\$37.07	\$38.92	\$40.09	\$41.29

On-Call Type	Commencement Date, if before the first full Pay Period after 1 July 2025	First full Pay Period after 1 July 2025 or the Commencement Date if later	First full Pay Period after 1 July 2026	First full Pay Period after 1 July 2027
Weekends, Public Holidays and Christmas Closure Period	\$64.81	\$68.05	\$70.09	\$72.19

The above allowance rates apply to all eligible employees.

The on-call allowance rates will be applied based on where the majority of your on-call period falls. However, if your on-call period is evenly split between two periods that trigger two different on-call allowance rates, you will receive the higher on-call allowance rate.

11.5 Disturbance Allowance

11.5.1 Am I entitled to the Disturbance Allowance

You are entitled to a disturbance allowance if:

- (a) you are contacted outside of your rostered hours after you have left the workplace/premises to assist with or co-ordinate a response to an emergency;
- (b) you accept that contact;
- (c) you are not required to attend the workplace/premises in order to perform those duties; and
- (d) you are not in receipt of an On-Call Allowance for the period you respond to the contact.

11.5.2 How is the Disturbance Allowance paid?

If you are entitled to the disturbance allowance, you will be paid at the Base Hourly Rate for the period you work, with a minimum payment of one hour. Where more than one contact is made within the one hour minimum payment period, you are not entitled to a further minimum payment.

11.6 Use of Private Motor Vehicle Allowance

11.6.1 Am I entitled to the Use of Private Motor Vehicle Allowance?

You are entitled to the Use of Private Motor Vehicle Allowance if:

- (a) you are required and agreed to use your own vehicle for work or have requested to do so;
- (b) you have obtained our prior written agreement to do so; and

- (c) you have submitted to us a declaration with the date, purpose of the trip, kilometres travelled, and vehicle type.

11.6.2 How is the Use of Private Motor Vehicle Allowance paid?

Your Use of Private Motor Vehicle Allowance is calculated in accordance with the applicable ATO rates for the current financial year.

Your Use of Private Motor Vehicle Allowance will be paid in a manner to be agreed between the NHVR and you as soon as practicable, but not later than two pay periods after you submit a claim.

11.7 Travel Allowance

11.7.1 What is the Travel Allowance?

If the NHVR require you to travel away from home for work purposes, for periods usually less than 21 days, you are entitled to be paid meal and incidental allowances as set out in this clause 11.7, unless you have otherwise received an adequate meal while travelling.

A meal allowance will be paid in accordance with the following rules:

- Breakfast: you were required to commence travel earlier than 9.00am or return from travel earlier than 12.00pm; or you were required to stay overnight on the preceding night away from your home;
- Lunch: you were required to commence travel earlier than 12.00pm or return from travel later than 2.00pm;
- Dinner: you are required to commence travel later than 2.00 pm or return from travel later than 6.30pm;

(‘commence’ and ‘return’ locations are defined as your usual place of work or home).

If using public transport poses a personal risk during travel, the NHVR will provide you with an alternate suitable transport option or authorise you to use your private motor vehicle. This includes, where deemed appropriate by the NHVR, you are traveling between your home and place of work.

11.7.2 How is the Travel Allowance paid?

The Travel Allowance (meals and incidentals allowances) is calculated in accordance with the applicable Taxation Determination (currently ‘TD 2024/3’), which can be found on the ATO website.

11.8 Payment for Excess Travelling Time

11.8.1 Am I entitled to receive a payment for Excess Travelling Time?

If you are required to temporarily undertake work at a location other than your usual place of work, which results in additional travel time, and all or part of the additional travel time occurs outside of your Ordinary Hours, this clause 11.8 applies to you.

Travel time is considered all reasonable and actual work-related travel time undertaken before and/ or after your rostered start and/or finish time.

11.8.2 How will I be compensated for my Excess Travelling Time?

- (a) The period of Excess Travelling Time is treated as time worked.
- (b) You may agree with the NHVR to be compensated for your Excess Travelling Time by the NHVR releasing you from work earlier on the same day for a period equivalent to your Excess Travelling Time.
- (c) If you are required to undertake the Excess Travelling Time either wholly or partly outside of your Ordinary Hours and clause 11.8.2(b) does not apply, the period of Excess Travelling Time that occurs outside of your Ordinary Hours will be paid at the applicable overtime rate.
- (d) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.

Employees who commence work at their usual headquarters, will be paid for any additional time taken to travel to the temporary work location.

11.9 First Aid Allowance

11.9.1 Am I entitled to the First Aid Allowance?

You are entitled to the First Aid Allowance if you agree to perform first aid duties, you hold a current first aid certificate and you are appointed by the NHVR.

11.9.2 How is the First Aid Allowance paid?

You will receive a First Aid Allowance during any hours worked, as follows:

	Commencement Date, if before the first full Pay Period after 1 July 2025	First full Pay Period after 1 July 2025 or the Commencement Date if later	First full Pay Period after 1 July 2026	First full Pay Period after 1 July 2027
First Aid Allowance (per Pay Period)	\$43.03	\$45.18	\$46.54	\$47.93

The above allowance rates apply to all eligible employees.

Additionally, if the NHVR require you to undertake training in your role as an appointed first aid officer, the NHVR will cover all reasonable costs for such training.

12. Leave Entitlements

12.1 General leave provisions

If the required evidence for a specific type of leave as outlined in clause 12 (if applicable) is not provided, the NHVR may refuse your leave request.

Despite clause 12, the relevant delegate may agree to provide extra paid or unpaid leave (including special paid leave), waive certain requirements, or exempt you from complying with any conditions outlined in this clause 12.

If a copied state instrument such as the TMR Collective Agreement, QPS Award or RMS Award applied to you immediately before the Commencement Date of this Agreement, your accrual balances for annual leave, personal/carer's leave and long service leave will be converted to reflect that your average weekly ordinary hours will be 38 ordinary hours under this Agreement. For example, RMS Award employees:

$$\frac{\text{accrued hours}}{35} \times 38$$

12.2 Annual Leave

This clause does not apply to casual employees.

12.2.1 What is my entitlement to Annual Leave?

For each year of Service, you are entitled to 4 weeks of paid Annual Leave.

If you are a Rotating Shift Worker, you are entitled to 5 weeks of paid Annual Leave for each year of Service.

You are entitled to an additional 5 days (maximum) of annual leave per year of Service (or a pro rata accrual for an incomplete year of Service) if you meet the conditions of one or more of the following:

- (a) If you were entitled to an additional 5 days of annual leave per annum under clause 27.5 of the RMS Award immediately before the Commencement Date of this Agreement and you remain stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri.
- (b) If you were entitled to an additional 5 days of annual leave per annum under Schedule 1, clause 2.1c of Queensland Public Sector Directive 11/24 immediately before the Commencement Date of this Agreement and you remain stationed in the Northern and Western Region (as defined in that Directive).
- (c) While you are stationed at Ceduna (South Australia), Port Augusta (South Australia), Goondiwindi (Queensland) or Emerald (Queensland).

Your Annual Leave entitlements accrues progressively during a year of Service according to your Ordinary Hours worked, and accumulates from year to year.

If a Public Holiday falls during your period of Annual Leave, you are taken not to be on Annual Leave on that Public Holiday.

12.2.2 When can I take Annual Leave?

You can take Annual Leave at a mutually convenient time as agreed upon between the NHVR and you. The NHVR will not unreasonably refuse your request.

12.2.3 Can I be directed to take Annual Leave?

Yes, if you have accrued more than 40 days (or 50 days for a Rotating Shift Worker) of Annual Leave, the NHVR can reasonably require you to take Annual Leave. You will receive 4 weeks' written notice of any direction.

Prior to directing you, the NHVR will attempt to negotiate a mutually acceptable plan with you for taking leave.

12.2.4 Can I cash out my Annual Leave?

You may elect to cash out your accrued but untaken Annual Leave entitlements in accordance with the following:

- (a) you must retain an annual leave balance of at least four weeks annual leave;
- (b) a request must be made by you in writing and approved by the NHVR prior to any leave being cashed out; and
- (c) any payment to compensate for annual leave, must equate to the same amount as you would have received, had annual leave been taken.

12.2.5 How is my Annual Leave paid?

If you take Annual Leave, you will be paid for your Ordinary Hours falling within the period of Annual Leave at your Base Hourly Rate unless clause 5.4 applies.

12.2.6 Am I entitled to Annual Leave Loading?

Yes, you will be paid Annual Leave Loading for periods of Annual Leave, calculated at 1 December at 17.5% of your Base Salary.

Your Annual Leave Loading will be paid in December each year as a one-off payment for accrued Annual Leave entitlements from 1 December of the previous calendar year to 30 November of the current calendar year.

12.2.7 Am I paid out my Annual Leave on termination?

Yes, on termination, you will be paid out your accrued but unused Annual Leave entitlements and applicable Annual Leave Loading as a lump sum.

12.2.8 What happens if Annual Leave is taken in advance and not accrued on termination?

Annual leave is generally not provided by the NHVR to you in advance of accruing it.

Where there are exceptional circumstances, annual leave in advance may be approved by the relevant Executive. If this occurs and you have taken Annual Leave entitlements in advance but have not accrued the entitlement upon termination, you must repay any excess leave taken to the NHVR upon termination.

12.2.9 What happens if I fall ill during on a period of Annual Leave?

If you become eligible for Personal/Carer's Leave in accordance with clause 12.3.2(a) or 12.3.2(b) while on Annual Leave and comply with the notice and evidence requirements specified in clause 12.3.4, the NHVR will deduct your Personal/Carer's Leave entitlements and reinstate any Annual Leave entitlements that were previously deducted for the relevant period.

12.3 Personal/Carer's Leave

This clause 12.3 does not apply to casual employees.

12.3.1 What is my entitlement to Personal/Carer's Leave?

For each year of Service, you are entitled to 15 days of paid Personal/Carer's Leave.

Your Personal/Carer's Leave entitlements are credited in advance at the commencement of your employment and annually on the anniversary of your start date according to your Ordinary Hours, and accumulates from year to year.

12.3.2 When can I take Personal/Carer's Leave?

You can take Personal/Carer's Leave:

- (a) if you are not fit for work because of a personal illness or injury; or
- (b) to provide care or support to a member of your Immediate Family or household who requires care or support because of:
 - (i) a personal illness or injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.

12.3.3 How is my Personal/Carer's Leave paid?

If you take Personal/Carer's Leave, you will be paid for your Ordinary Hours falling within the period of Personal/Carer's Leave at your Base Hourly Rate unless clause 5.4 applies.

12.3.4 What notice and evidence requirements must I comply with?

When taking Personal/Carer's Leave, you must give the NHVR notice of the following as soon as practicable (which may be a time after the leave has started):

- (a) that you need to take Personal/Carer's Leave; and
- (b) the period, or expected period, of Personal/Carer's Leave; and
- (c) in relation to carer's leave, their relationship to you; and
- (d) if the reason for taking personal/carers involves an unexpected emergency, the nature of the emergency.

You must provide the NHVR with evidence that would satisfy a reasonable person that the leave is taken for a reason outlined in clause 12.3.2 (for example, a medical certificate from a doctor or statutory declaration) if:

- (e) you need to take 3 or more days of Personal/Carer's Leave; or
- (f) you wish to access Personal/Carer's Leave during a period of Annual Leave; or
- (g) you are taking Personal/Carer's Leave to care for a member of your immediate family or household and the NHVR request such evidence.

12.3.5 **What happens if I exhaust my Personal/Carer's Leave entitlements?**

If you have exhausted your paid Personal/Carer's Leave entitlements, you may be able to access Unpaid Carer's Leave under clause 12.4 and/or request unpaid Personal/Carer's Leave, which may be approved by the NHVR.

12.4 **Unpaid Carer's Leave**

12.4.1 **What is my entitlement to Unpaid Carer's Leave?**

You are entitled to 2 days of Unpaid Carer's Leave for each eligible occasion under clause 12.4.2.

12.4.2 **When can I take Unpaid Carer's Leave?**

You can take Unpaid Carer's Leave when a member of your Immediate Family or household requires care or support because of:

- (a) a personal illness or injury affecting the member; or
- (b) an unexpected emergency affecting the member.

If you take Unpaid Carer's Leave, you will not receive any payment for the period.

12.4.3 **What notice and evidence requirements must I comply with?**

The same notice and evidence requirements that apply to paid carer's leave in clause 12.3.4 apply here.

12.5 **Compassionate Leave**

12.5.1 **What is my entitlement to Compassionate Leave?**

You are entitled to 5 days of Compassionate Leave for each eligible occasion under clause 12.5.2.

Paid vs unpaid Compassionate Leave

The following table sets out when your entitlement to Compassionate Leave is paid or unpaid:

Employee type	Paid/Unpaid Compassionate Leave
Full-time employees	Paid
Part-time employees	Paid
Long Term Casual Employees	Unpaid
Casual employees other than Long Term Casual Employees	Unpaid

12.5.2 **When can I take Compassionate Leave?**

You can take Compassionate Leave when:

- (a) a member of your Immediate Family or household develops or sustains a personal illness or injury that poses a serious threat to their life, or dies; or
- (b) a child who was going to become a member of your Immediate Family or household is stillborn; or
- (c) you, or your Partner, has a miscarriage.

You may take your Compassionate Leave as:

- (d) a single continuous 5 day period; or
- (e) separate periods of 1 day each; or
- (f) any separate periods as agreed with the NHVR.

12.5.3 How is my Compassionate Leave paid?

If you take Compassionate Leave, you will be paid for your Ordinary Hours falling within the period of paid Compassionate Leave at your Base Hourly Rate unless clause 5.4 applies.

12.5.4 Notice and evidence requirements

When taking Compassionate Leave, you must give the NHVR notice of the following as soon as practicable (which may be a time after the leave has started):

- (a) that you wish to take Compassionate Leave; and
- (b) the period, or expected period, of leave.

If requested, you must provide evidence that would satisfy a reasonable person that the leave is taken for a reason outlined in clause 12.5.1.

12.5.5 Can I take unpaid Compassionate Leave?

Yes, if you are entitled to paid Compassionate Leave (Full-time employees and Part-time employees) and have exhausted that entitlement, or if you are an employee who is not entitled to paid Compassionate Leave (a Long Term Casual Employee or a Casual employee other than a Long Term Casual Employee), then you may seek approval from the NHVR to take unpaid leave for the reasons set out in above clause 12.5.2.

You must comply with the notice and evidence requirements set out in above clause 12.5.4.

If you are entitled to paid Compassionate Leave, you may request for extended unpaid compassionate leave. In these circumstances, the NHVR will 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) any cultural expectations that impose observance of particular modes of grief or family responsibility.

12.6 Family and Domestic Violence Leave

12.6.1 What is my entitlement to Family and Domestic Violence Leave?

You can access up to 20 days of paid Family and Domestic Violence Leave each year if you are eligible under clause 12.6.2.

Your Family and Domestic Violence Leave will be available in full at the start of your employment and on each subsequent 12-month anniversary. It does not accumulate from year to year.

In order to provide further support, the NHVR may approve any reasonable request for:

- (a) changes to your hours of work or work patterns; or
- (b) temporary changes to duties on return to work and consider measures for transition back to work;
- (c) compassionate transfer to another position;
- (d) job redesign or changes to duties; or
- (e) changes to your telephone number or email address to avoid harassing contact; or
- (f) any other appropriate measure, including those available under existing family friendly or flexible work arrangements.

You may also access further paid or unpaid leave including Special Leave, Personal Leave, Annual Leave, Long Service Leave and/or other accrued time to attend to matters arising from domestic and family violence if you are eligible under clause 12.6.2. If you are supporting a person who is experiencing family violence, you may access your paid Annual Leave or Personal Leave entitlements.

12.6.2 When can I take Family and Domestic Violence Leave?

You are entitled to Family and Domestic Violence Leave if:

- (a) you are experiencing Family and Domestic Violence; and
- (b) you need to do something to deal with the impact of the Family and Domestic Violence; and
- (c) it is impractical for you to do that outside your work hours.

Your Family and Domestic Violence Leave must be taken in units of one hour, can be taken on single or consecutive days, and will be recorded in accordance with the FW Act.

12.6.3 How is my Family and Domestic Violence Leave paid?

You will be paid as if you are at work during the period of paid Family and Domestic Violence Leave.

12.6.4 **What notice and evidence requirements must I comply with?**

When taking Family and Domestic Violence Leave, you must give the NHVR notice of the following as soon as practicable (which may be a time after the leave has started):

- (a) that you wish to take Family and Domestic Violence Leave; and
- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide evidence that would satisfy a reasonable person of each of the matters outlined in clause 12.6.2. This could be a document issued by the police service, a court, a doctor, a domestic and family violence support service or lawyer, or a statutory declaration. However, leave should not be denied in the absence of supporting documents.

12.6.5 **How will my information about Family and Domestic Violence be handled?**

The NHVR will treat all personal information concerning your Family and Domestic Violence confidentially and only share it with those who have a genuine need to know. The information will not be kept on your personnel file without your express written permission.

12.7 **Community Service Leave**

Community Service Leave includes the leave set out in clause 12.7.1 (Community Service Leave), 12.7.2 (Emergency Services Leave / Emergency Services Training Leave) and 12.7.3 (Jury Service).

12.7.1 **What is my entitlement to Community Service Leave?**

If you engage in an Eligible Community Service Activity, you are entitled to be absent from your employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when you engage in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service— your absence is reasonable in all the circumstances.

12.7.2 **What is my entitlement to Emergency Services Leave and Emergency Services Training Leave?**

If you engage in a Voluntary Emergency Management Activity, you are entitled to paid Emergency Services Leave as follows:

- (a) pay as if you are at work for the duration of your engagement in such activities; and
- (b) a day of leave to be paid as if you are at work, for recovery after completing the activity.

Additionally, if you are mandated to attain or re-qualify for Voluntary Emergency Management Activities, and a Recognised Emergency Management Body requests your

attendance for such training, you are entitled to up to 10 days of paid Emergency Services Training Leave during every two consecutive calendar years to attend the necessary training, to be paid as if you are at work.

12.7.3 What is my entitlement to Jury Service Leave?

If you are a full-time or part-time employee and receive a Jury Service Summons, you are entitled to paid Jury Service Leave for the period of your jury service.

If you take Jury Service Leave, you will be paid the difference between:

- (a) your Ordinary Hours falling within the period of paid Jury Service Leave (at your Base Hourly Rate unless clause 5.4 applies); and
- (b) the amount of Jury Service Pay that was paid or is payable to you (with reasonable expenses actually incurred over and above what you would normally incur being offset against this amount).

If you are a casual employee and receive a Jury Service Summons, you are not entitled to be paid during your jury service.

12.7.4 What notice and evidence requirements must I comply with?

When taking leave under clauses 12.7.1, 12.7.2 and 12.7.3, you must give the NHVR notice of the following as soon as practicable (which may be a time after the leave has started):

- (a) that you wish to take the leave; and
- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide evidence that would satisfy a reasonable person of each of the matters outlined in clauses 12.7.1, 12.7.2 and 12.7.3. For example, if you take leave under clause 12.7.2, this could be a Certificate of Attendance or a similar document signed by a Recognised Emergency Management Body.

If you take Jury Service Leave under clause 12.7.3, you may be required to provide evidence that would satisfy a reasonable person:

- (c) that you have taken all necessary steps to obtain any amount of Jury Service Pay to which you are entitled; and
- (d) of the total amount (even if it is a nil amount) of Jury Service Pay that has been paid, or is payable, to you for your jury service.

12.8 Long Service Leave

12.8.1 How does this Agreement interact with Long Service Leave legislation?

This Agreement is to be read in conjunction with the applicable Long Service Leave legislation. In the case of any inconsistency between this Agreement and the Long Service Leave legislation, where the Long Service Leave legislation offers greater benefits, the Long Service Leave legislation will prevail to the extent of the inconsistency.

12.8.2 What is my entitlement to Long Service Leave?

For employees who, immediately prior to the Commencement Date of this Agreement, were subject to the RMS Award and had completed in excess of 7 years of Continuous Service recognised by the NHVR, you will be entitled to accrue:

- (a) 4.4 working days for each completed year of Continuous Service up to and including 10 years; and
- (b) 11 working days for each completed year of Continuous Service in excess of 10 years.

For all other employees:

- (a) If you have completed at least 10 years of Continuous Service, you are entitled to Long Service Leave at the rate of 1.3 weeks per year of Continuous Service and a proportionate amount for an incomplete year.
- (b) After 7 years of Continuous Service, you may access your Long Service Leave entitlement on a pro-rata basis.

12.8.3 When can I take Long Service Leave?

You can take Long Service Leave at a mutually convenient time as agreed upon between the NHVR and you.

If a Public Holiday falls during your period of Long Service Leave, you are taken to not be on Long Service Leave on that Public Holiday.

12.8.4 How is my Long Service Leave paid?

If you take Long Service Leave, you will be paid for your Ordinary Hours falling within the period of Long Service Leave.

You may take Long Service Leave at double pay only if each of the following requirements are met:

- (a) The NHVR and you must agree in writing for you to take a particular amount of Long Service Leave at double pay;
- (b) The written agreement must:
 - (i) state the period of leave being taken (being half the period of Long Service Leave accrued) and the amount the employee will receive (being double the amount you would ordinarily be paid for the period taken);
 - (ii) state the date on which the payment will be made; and
 - (iii) be signed by you and the NHVR; and
- (c) The payment specified in paragraph (b) above must not be less than the amount that would have been payable had you taken the full period of leave at the time the payment is made.

Each instance you wish to take Long Service Leave at double pay must be by a separate signed written agreement between the NHVR and you.

You may submit a request for your Long Service Leave to be taken and paid at half pay. This is subject to approval by the NHVR including operational and other business requirements.

If you were a casual employee or regular part-time employee at any time during your Continuous Service to which the Long Service Leave relates, you will be paid Long Service Leave on a pro rata basis in accordance with your Actual Service.

12.8.5 Is my Long Service Leave paid out on termination?

If you have completed at least 10 years of Continuous Service, you will be paid out your accrued but untaken Long Service Leave.

If you have completed between 7 and 10 years of Continuous Service, you will be paid a proportionate payment for Long Service Leave.

Your Long Service Leave payment on termination will be calculated in accordance with clause 12.8.4 less any Long Service Leave taken.

12.8.6 What happens if I fall ill during on a period of Long Service Leave?

If you become eligible for Personal/Carer's Leave in accordance with clause 12.3.2(a) or 12.3.2(b) while on Long Service Leave and comply with the notice and evidence requirements specified in clause 12.3.4, we will deduct your personal leave entitlements and reinstate any Long Service Leave entitlements that were previously deducted for the relevant period.

12.9 Purchased Leave

This clause 12.9 does not apply to casual employees.

12.9.1 What is my entitlement to Purchased Leave?

You can request to purchase Purchased Leave on a financial year basis, which may be granted at the NHVR discretion.

12.9.2 How much Purchased Leave can I request?

You can request to purchase between 1 and 8 weeks of Purchased Leave, as follows:

Work weeks (excluding other leave)	Amount of Purchased Leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

Work weeks (excluding other leave)	Amount of Purchased Leave
52 weeks	N/A

12.9.3 **How do I accrue and pay for Purchased Leave?**

Purchased Leave will accrue progressively throughout the year, correlating with the percentage reduction in your Base Salary for each Pay Period.

12.9.4 **What are the conditions of Purchased Leave?**

If your request for Purchased Leave is granted, the following conditions apply:

- (a) You are required to use your Purchased Leave by the last Pay Period in the financial year in which it was purchased.
- (b) You can revert to your usual 52-week employment by providing at least 4 weeks' written notice. Your Base Salary will be adjusted accordingly. Once you revert to your usual 52-week employment, you cannot apply for Purchased Leave for 12 months following your reversion.
- (c) If you leave employment with the NHVR before using your Purchased Leave, you will be paid for the amount of accrued but untaken Purchased Leave on termination.

12.9.5 **When can I take Purchased Leave?**

You can take Purchased Leave at a mutually convenient time as agreed upon between the NHVR and you.

12.10 **Cultural, Religious or Ceremonial Leave**

The NHVR respects the diverse backgrounds and experience employees have and is aware of the differing needs in relation to cultural, ceremonial or religious beliefs and obligations to attend essential cultural or religious duties, associated with their particular religious faith, culture or tradition.

12.10.1 **When am I entitled to Cultural, Religious or Ceremonial Leave?**

You may request to take paid Cultural, Religious or Ceremonial Leave and up to 3 months unpaid Cultural, Religious or Ceremonial Leave, which may be approved at the NHVR discretion, for the following purposes:

- (a) fulfil ceremonial cultural responsibilities, community obligations, family cultural duties, for example Sorry Business and Sad news,
- (b) celebrate cultural national dates related to your identity such as NAIDOC, Diwali, Ramadan, or Yom Kippur;
- (c) observe recognised religious festivals or feast days.

"Family" includes extended families within different cultural or religious groups, covering relationships beyond blood ties. It extends to close associations, irrespective of blood relationships.

If your request is approved, you may take Cultural, Religious or Ceremonial Leave at a mutually convenient time (to the extent practicable) as agreed upon between the NHVR and you.

12.10.2 How is my paid Cultural, Religious or Ceremonial Leave paid?

If you take paid Cultural, Religious or Ceremonial Leave, you will be paid for your Ordinary Hours falling within the period of paid Cultural, Religious or Ceremonial Leave at your Base Hourly Rate unless clause 5.4 applies.

12.10.3 What notice and evidence requirements must I comply with?

When taking Cultural, Religious or Ceremonial Leave you must give the NHVR notice of the following as soon as practicable:

- (a) that you wish to take Cultural, Religious or Ceremonial Leave; and
- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide us with evidence that would satisfy a reasonable person of the matters in clause 12.10.1 .

12.11 Blood/Bone Marrow Donor's Leave

This clause 12.11 does not apply to casual employees.

12.11.1 When can I take Blood/Bone Marrow Donor's Leave?

You are entitled to be absent on Blood/Bone Marrow Donor's Leave, including reasonable travel time and attendance during your Ordinary Hours, for the following purposes:

- (a) donating whole blood, blood plasma, or platelet donation at the Australian Red Cross Blood Service centres; and
- (b) blood testing to become a registered bone marrow donor for up to 2 hours on a maximum of 2 occasions per year; and
- (c) donating bone marrow for up to 3 days per year.

12.11.2 Do I get paid for Blood/Bone Marrow Donor's Leave?

If you take Blood/Bone Marrow Donor's Leave under clauses 12.11.1(b) or 12.11.1(c), you will be paid as if you are at work during the period of Blood/Bone Marrow Donor's Leave.

The NHVR may, at its discretion, grant paid Blood/Bone Marrow Donor's Leave for the purpose of clause 12.11.1(a) of up to three days per year. If you are granted paid Blood/Bone Marrow Donor's Leave for this purpose, you will be paid as if you are at work during the period of paid Blood/Bone Marrow Donor's Leave.

12.11.3 What notice and evidence requirements must I comply with?

When taking Blood/Bone Marrow Donor's Leave, you must give the NHVR notice of the following as soon as practicable:

- (a) that you wish to take Blood/Bone Marrow Donor's Leave; and

- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide evidence that would satisfy a reasonable person of the matters in clause 12.11.

12.12 Defence Reserve Leave

12.12.1 What is my Defence Reserve Leave entitlement?

You are entitled to be absent from work while performing service (including training) as a member of the Reserves (naval reserve, army reserve or the air force reserve) during which you will either be on:

- (a) paid Defence Reserve Leave up to the maximum period set out in clause 12.12.2; or
- (b) unpaid Defence Reserve Leave.

The NHVR may also, at our discretion, grant unpaid Defence Reserve Leave for you to attend any optional camps, courses/training or schools of the Reserves that do not constitute service for the purposes of the *Defence Reserve Service (Protection) Act 2001* (Cth).

12.12.2 How is my Defence Reserve Leave paid?

If you take paid Defence Reserve Leave, the NHVR may pay you the difference between:

- (a) your Ordinary Hours falling within the period of paid Defence Reserve Leave at your Base Hourly Rate; and
 - (b) the amount of Defence Reserve Pay that was paid or is payable to you,
- up to:
- (c) 32 days of Paid Defence Reserve Leave per financial year; and
 - (d) an additional 14 calendar days of Paid Defence Reserve Leave per financial year during your first year of service as a member of the Reserves.

12.12.3 What notice and evidence requirements must I comply with?

When taking Defence Reserve Leave, you must give the NHVR notice of the following as soon as practicable:

- (a) that you wish to take the leave; and
- (b) the period, or expected period, of leave.

If requested by us, you must provide us with evidence that would satisfy a reasonable person of each of the matters outlined in clauses 12.12.1 and 12.12.2, including the total amount (even if it is a nil amount) of Defence Reserve Pay that has been paid, or is payable, to you.

12.13 Court Witness Leave

12.13.1 What is my entitlement to Court Witness Leave?

If you are attending court as a witness on behalf of the NHVR, you are regarded as working and it is not necessary to take any type of leave.

If you are attending court as a subpoenaed witness in a civil or criminal case, the NHVR may, at our discretion, grant paid Court Witness Leave.

12.13.2 How is my Court Witness Leave paid?

If you take Court Witness Leave, you will be paid for your Ordinary Hours falling within the period of Court Witness Leave at your Base Hourly Rate unless clause 5.4 applies.

12.14 Industrial Relations Training Leave

The NHVR recognises that Union training courses are part of industrial relations training. This clause 12.14 does not apply to casual employees.

12.14.1 What is my entitlement to Industrial Relations Training Leave?

If you are nominated by a Union as a union delegate, you may take up to 10 days of paid Industrial Relations Training Leave for industrial relations training in any two consecutive years.

12.14.2 When can I take Industrial Relations Training Leave?

You can submit a request to take Industrial Relations Training Leave. The NHVR will not unreasonably refuse your request, having regard to operational requirements.

12.14.3 How is my Industrial Relations Training Leave paid?

If you take Industrial Relations Training Leave, you will be paid as if at work during the period of Industrial Relations Training Leave.

12.15 Study Leave and Examination Leave

This clause 12.15 does not apply to casual employees.

12.15.1 When am I entitled to Study Leave and Examination Leave?

You are eligible for Study Leave and Examination Leave if:

- (a) your course is relevant to the NHVR operations or the particular requirements of your position; and
- (b) you have requested the NHVR's approval to take the leave and the NHVR has granted the leave.

Study Leave can be used for the following purposes (except for subjects that you are repeating):

- (c) attending compulsory lectures, tutorials, practicals, residential schools, etc., when these events occur during your Ordinary Hours; and
- (d) necessary travel during your Ordinary Hours to attend lectures, tutorials and practicals held during or outside your Ordinary Hours, or for private study.

Examination Leave can be used to attend examinations or assessments (except for subjects that you are repeating).

12.15.2 What is my Study Leave and Examination Leave entitlement?

If you take Study Leave or Examination Leave, you are entitled to:

- (a) Study Leave for an average of up to 5 hours per week over the applicable roster cycle;
- (b) Examination Leave for exams/assessments, up to 38 hours per year.

12.15.3 How is my Study Leave and Examination Leave paid?

If you take Study Leave or Examination Leave, you will be paid as if you are at work during the period of Study Leave or Examination Leave.

12.15.4 What notice and evidence requirements must I comply with?

When taking Study Leave or Examination Leave, you must give the NHVR notice of the following as soon as practicable:

- (a) that you wish to take the leave; and
- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide evidence that would satisfy a reasonable person of each of the matters outlined in clauses 12.15.1.

12.16 Compulsory Isolation Leave

12.16.1 When am I entitled to Compulsory Isolation Leave?

You are entitled to paid Compulsory Isolation Leave if:

- (a) following State or Federal Government directions or a qualified medical practitioner's instructions, you are required to compulsorily isolate due to the possible contraction of a national notifiable disease; and
- (b) you are unable to perform your duties remotely whilst in isolation.

12.16.2 How is my Compulsory Isolation Leave paid?

If you take Compulsory Isolation Leave, you will be paid as if you are at work during the period of your Compulsory Isolation Leave.

12.16.3 What notice and evidence requirements must I comply with?

When taking Compulsory Isolation Leave, you must give the NHVR notice of the following as soon as practicable:

- (a) that you wish to take Compulsory Isolation Leave; and
- (b) the period, or expected period, of leave.

If requested by the NHVR, you must provide us with evidence that would satisfy a reasonable person of each of the matters outlined in clause 12.16.1.

12.17 Special leave

Clause 12.17 does not apply to casual employees.

12.17.1 You may be granted Paid Special Leave upon request, where you require a period away from your duties for a variety of reasons or where other paid leave is not available or suitable.

12.17.2 Paid Special Leave is not an entitlement and will only be granted to you at the discretion of the NHVR, who will determine the amount of Paid Special Leave according to the individual's circumstances.

12.17.3 You can also apply for three months Unpaid Special Leave per calendar year, which may be granted at NHVR's discretion.

12.18 Up to 3 months absence

Where up to 3 months absence on unpaid leave is due to personal illness or injury and is evidenced by a medical certificate, leave entitlements will accrue for the period.

13. Parental Leave and Return to Work and Other Reproductive Leave

13.1 Definitions

The following definitions apply in this clause 13:

Term	Meaning
Child	(a) In relation to Unpaid Parental Leave, has the meaning set out in sections 17 and 68 the FW Act.
	(b) In relation to Paid Parental Leave, means one of the following:
	(i) if the leave is associated with the adoption of a child, a person under 5 years of age who:
	(A) has not, and will not have, lived continuously with you for a period of 6 months or more as at the day of placement, or the expected day of placement, of the person; and
	(B) is not (otherwise than because of the adoption) your child or your Partner's child; or
	(ii) otherwise, a person:
	(A) you give birth to; or
	(B) your Partner gives birth to; or
	(C) born as a result of a surrogacy arrangement.
Keeping in Touch Days	Has the meaning set out in section 79A(2) of the FW Act.
Other Reproductive Leave	Has the meaning set out in clause 13.20.
Paid Parental Leave	Includes:
	Step 1. Paid Primary Caregiver Leave; and

Term	Meaning
	Step 2. Paid Secondary Caregiver Leave; and Step 3. Paid Pre-Parental Leave.
Paid Pre-Parental Leave	Has the meaning set out in clause 13.7.
Paid Primary Caregiver Leave	Has the meaning set out in clause 13.5.
Paid Secondary Caregiver Leave	Has the meaning set out in clause 13.6.
Parental Leave	Includes: (a) Unpaid Parental Leave; and (b) Paid Primary Caregiver Leave; and (c) Paid Secondary Caregiver Leave; and (d) Paid Pre-Parental Leave.
Partner	Spouse or De Facto Partner.
Primary Caregiver	A person who assumes the principal role of providing care to, and meeting the basic needs of, a Child.
Regular Casual Employee	Has the meaning set out in section 67(2) of the FW Act.
Secondary Caregiver	A person who has parental responsibility for a Child but is not the Primary Caregiver.
Unpaid Parental Leave	Has the meaning set out in clause 13.4.

13.2 What are the types of Parental Leave am I entitled to?

Under this Agreement, you are entitled to the following types of Parental Leave, unless you are a casual employee who is not a Regular Casual Employee:

- (a) Unpaid Parental Leave in accordance with clause 13.4.
- (b) Paid Primary Caregiver Leave in accordance with clause 13.5.
- (c) Paid Secondary Caregiver Leave in accordance with clause 13.6.
- (d) Paid Pre-Parental Leave in accordance with clause 13.7.
- (e) Paid No Safe Job Leave in accordance with clause 13.15.

Additionally, you may be entitled to additional parental leave and return to work entitlements under the NES, including the ability to take Unpaid Parental Leave flexibly

and extend it beyond 12 months, unpaid pre-adoption leave, unpaid special parental leave, return to work guarantees and flexible working arrangements.

13.3 What general conditions apply to Parental Leave?

Despite any clause in this Agreement, the NHVR do not require you to have completed 12 months of Continuous Service to be eligible for Parental Leave.

If both parents of a Child are Employees and entitled to Paid Primary Carer Leave and Paid Secondary Carer Leave, the parents may access a maximum total of 22 weeks of leave. This period of Parental Leave can be shared between the two parents, subject to the NHVR approval.

Unused Parental Leave does not accumulate.

Parental Leave will not be extended due to any other entitlements arising under this Agreement (such as Public Holidays falling on the period of Parental Leave) or under legislation, unless required by law.

If you do not provide the required notice or evidence for Parental Leave as outlined in clause 13 (as applicable), the NHVR may refuse your leave request.

Despite clause 13, the NHVR may agree to provide extra Parental Leave, waive certain requirements, or exempt you from complying with any conditions outlined in this clause.

13.4 Unpaid Parental Leave

You are entitled to 12 months' Unpaid Parental Leave in accordance with the NES.

While you are on Unpaid Parental Leave, the NHVR will continue to make superannuation contributions on your behalf in accordance with clause 10.4.

13.5 Paid Primary Caregiver Leave

13.5.1 What is my entitlement to Paid Primary Caregiver Leave?

You are entitled to 18 weeks of Paid Primary Caregiver Leave if:

- (a) the leave is associated with:
 - (i) the birth of a Child; or
 - (ii) the birth of a Child as a result of a surrogacy arrangement; or
 - (iii) the placement of a Child with the employee for adoption; and
- (b) you are the Primary Caregiver for the Child; and
- (c) you meet the notice and evidence requirements set out in clauses 13.9 and 13.10.

If you are entitled to Paid Primary Carer Leave in relation to one Child and become eligible for another period of Paid Primary Carer Leave in relation to a different Child, you will receive Paid Primary Carer Leave for both children.

13.5.2 How can I take Paid Primary Caregiver Leave?

If you are entitled to Paid Primary Caregiver Leave:

- (a) the leave must be taken within 12 months of the date of birth or day of placement of the Child; and
- (b) if you are pregnant with the Child, the leave may start:
 - (i) up to 6 weeks before the expected date of birth of the Child; or
 - (ii) earlier by agreement between us and you.

Your Paid Primary Caregiver Leave must be taken in one continuous block from the start of the leave.

If you are pregnant and the pregnancy terminates at or after the first 20 weeks (other than due to the birth of a living Child), or if the Child dies during your leave, you will continue to be entitled to 18 weeks of paid leave under clause 13.5.1. In such a situation, the taking of any unpaid parental leave in addition to Paid Primary Caregiver Leave may be discussed and agreed between you and the Relevant Manager.

13.6 **Paid Secondary Caregiver Leave**

13.6.1 **What is my entitlement to Paid Secondary Caregiver Leave?**

You are entitled to 4 weeks of Paid Secondary Caregiver Leave if:

- (a) the leave is associated with:
 - (i) the birth of a Child; or
 - (ii) the birth of a Child as a result of a surrogacy arrangement; or
 - (iii) the placement of a Child with you for adoption; and
- (b) you are a Secondary Caregiver for the Child; and
- (c) you meet the notice and evidence requirements set out in clauses 13.9 and 13.10.
- (d) If you are the Secondary Caregiver and the pregnancy terminates at or after the first 20 weeks (other than due to the birth of a living Child), or if the Child dies within 21 weeks of birth, you will continue to be entitled to 4 weeks of paid leave under clause 13.6.1.

13.6.2 **How can I take Paid Secondary Caregiver Leave?**

Your Paid Secondary Caregiver Leave must be taken in one continuous block and commence on a date agreed between you and the Relevant Manager.

13.7 **Paid Pre-Parental Leave**

13.7.1 **What is my entitlement to Paid Pre-Parental Leave?**

Subject to clause 13.20, you are entitled to up to 10 days in total of Paid Pre-Parental Leave within a 12 month period, including superannuation in accordance with clause 10.4, if:

- (a) you are entitled to Paid Parental Leave under clauses 13.5.1 or 13.6.1; and
- (b) you are either the Primary Caregiver or a Secondary Caregiver for the Child; and

(c) you meet the evidence requirements set out in clauses 13.9 and 13.10.

Your Paid Pre-Parental Leave entitlement, and the reasons you may take such leave, are set out in the following table:

Pre-parental leave must be associated with	Permissible reasons for taking leave	Total amount of Paid Pre-Parental Leave
Birth of a Child by you or your Partner	Attend medical appointments, treatment required related to the upcoming birth of the Child	Up to 10 days
Birth of a Child as a result of a surrogacy arrangement	Attend interviews and court hearings related to the surrogacy of the Child	Up to 10 days
Placement of a Child with you for adoption	Attend interviews or medical appointments related to the adoption of a Child	Up to 10 days

13.7.2 **Interaction between Other Reproductive Leave and Paid Pre-Parental Leave**

You are entitled to 10 days of paid leave which can be taken either as Other Reproductive Leave under clause 13.20 or Paid Pre-Parental Leave or a combination of both, totalling 10 days within a 12 month period.

13.7.1 **How can I take Paid Pre-Parental Leave?**

To access this leave, you should submit an application via the payroll system for each occasion you wish to take Paid Pre-Parental Leave. The NHVR will not unreasonably refuse the request, provided that the appointment cannot be reasonably undertaken at times outside your working hours.

13.8 **Keeping In Touch Days**

Whilst on Parental Leave, you may perform up to 10 Keeping In Touch Days.

If you perform work on a Keeping In Touch Day:

- (a) you will be paid for performing that work at Base Salary or Base Hourly Rate (whichever is applicable); and
- (b) performing that work does not break the continuity of your period of Unpaid Parental Leave; and
- (c) the Keeping In Touch Day does not extend your period of Unpaid Parental Leave.

13.9 What notice requirements must I comply for taking Parental Leave?

The following table sets out what written notice you must provide to the NHVR if you wish to take Parental Leave:

	Applies to	When	Content of notice
1	- Unpaid Parental Leave - Paid Primary Caregiver Leave - Paid Secondary Caregiver Leave	At least 10 weeks before starting the leave or, if this is not practicable, as soon as practicable (which may be a time after the leave has started).	Intended start and end dates of the leave.
2	- Unpaid Parental Leave - Paid Primary Caregiver Leave - Paid Secondary Caregiver Leave	At least 4 weeks before the intended start date in the notice under Row 1 of this table, unless it is not practicable to do so.	Either: - confirmation of the intended start and end dates of the leave; or - any changes to the intended start and end dates of the leave.
3	Unpaid Parental Leave	At least 4 weeks before the end of your unpaid parental leave.	Confirmation of your intention to return to work, and the date of your return.
4	Paid Pre-Parental Leave	Application must be submitted as early as possible.	Intended start and end dates of the leave.

If you have given the required notice in the table in clause 13.9, you must notify the NHVR within a reasonable timeframe if any of the following occurs:

- (a) the Child is miscarried before the first 20 weeks of the pregnancy; or
- (b) the Child is stillborn; or
- (c) the Child dies following birth before either the commencement or the completion of your period of Paid Parental Leave; or
- (d) you cease to be the Primary Caregiver for the Child; or
- (e) you cease to be the Secondary Caregiver for the Child.

Additional notice requirements may apply if you take certain types of leave or extend your leave in accordance with the FW Act.

What evidence requirements must I comply for taking Parental Leave?

If you wish to take Parental Leave, you must give the NHVR evidence that would satisfy a reasonable person of the matters set out in column 3 (Evidence required):

Type of parental leave	Evidence required
1 • Paid Parental Leave for the Primary Caregiver or Secondary Caregiver Leave which is associated with the birth of the Child • Unpaid Primary Caregiver Leave for the Primary Caregiver or Secondary Caregiver which is associated with the birth of the Child	• The date of birth, or the expected date of birth, of the Child
2 • Paid Pre-Parental Leave for the Primary Caregiver or Secondary Caregiver which is associated with the birth of the Child	• The date of birth, or the expected date of birth, of the Child • Paid Pre-Parental Leave is taken to attend medical appointments related to the upcoming birth of the Child
3 • Paid Primary Caregiver Leave for the Primary Caregiver or Secondary Caregiver of an adopted Child	• Evidence in support of the adoption of the Child • The day of placement, or the expected day of placement, of the Child • The Child is, or will be, under 5 years of age as at the day of placement, or the expected day of placement, of the Child
4 • Paid Pre-Parental Leave for the Primary Caregiver or Secondary Caregiver of an adopted Child	• You are a prospective adopter • Paid Pre-Parental Leave is taken to attend interviews related to the adoption of a Child
5 • Unpaid Primary Caregiver Leave for the Primary Caregiver or Secondary Caregiver of an adopted Child	• The day of placement, or the expected day of placement, of the Child • The Child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the Child
6 • Paid Primary Caregiver Leave for the Primary Caregiver or	• The date of birth, or the expected date of birth, of the Child

Type of parental leave	Evidence required
Secondary Caregiver of a Child from a surrogacy arrangement Unpaid Primary Caregiver Leave for the Primary Caregiver or Secondary Caregiver of a Child from a surrogacy arrangement	You are an intended parent under the surrogacy arrangement
7 Paid Pre-Parental Leave for the Primary Caregiver or Secondary Caregiver of a Child from a surrogacy arrangement	- You are an intended parent under the surrogacy arrangement - Paid Pre-Parental Leave is taken to attend interviews and court hearings related to the surrogacy of the Child

The NHVR may require that the evidence provided be a medical certificate from a qualified medical practitioner.

Additional evidence requirements may apply in specific circumstances under the FW Act.

13.11 **How is my Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave calculated?**

For administration purposes, the NHVR will confer and record Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave entitlements in hours.

Part-time employees and Regular Casual Employees are entitled to Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave on a pro rata basis, calculated as follows:

Amount of leave	Formula to calculate pro rata entitlement
18 weeks	$\frac{\text{Total Ordinary Hours over last 12 months} \times 90}{1,976}$
1 week	$\frac{\text{Total Ordinary Hours over last 12 months} \times 5}{1,976}$
1 day	$\frac{\text{Total Ordinary Hours over last 12 months}}{1,976}$

13.12 **How is my Paid Parental Leave, Paid Pre-Parental Leave and Other Reproductive Leave paid?**

If you take Paid Parental Leave, you will be paid for the Ordinary Hours falling within the period of Paid Parental Leave at your Base Salary plus superannuation.

Upon your request, the NHVR may agree to grant you Paid Primary Caregiver Leave under clause 13.5.1 at half pay. If your Paid Parental Leave is taken at half pay, all of the following applies:

- (a) You must take a minimum of 2 continuous weeks of Paid Primary Caregiver Leave at half pay; and

- (b) Before the commencement of the Paid Primary Caregiver Leave, you will choose whether you wish to take all, or part, of your Paid Primary Caregiver Leave at half pay; and
- (c) If you wish to change your election under paragraph (b) above after commencing Paid Primary Caregiver Leave, you must specify your reason for requesting the change. Approving the change is at the NHVR's discretion; and
- (d) You continue to accrue other paid leave entitlements at your usual accrual rate during the period of Paid Primary Caregiver Leave at half pay; and
- (e) A Public Holiday will be paid at half pay if it falls within a period of Paid Primary Caregiver Leave taken at half pay.

If you take Paid Pre-Parental Leave or Other Reproductive Leave, you will be paid as if at work.

13.13 Can I take other leave during Parental Leave?

Subject to the NES, you can take other paid leave under this Agreement during Unpaid Parental Leave, except for taking Personal/Carer's Leave, Compassionate Leave, or Community Service Leave.

If you take leave in accordance with this clause 13.13, your Unpaid Parental Leave will not be extended.

13.14 Transfer to a Safe Job

This clause applies to you if you are pregnant and give the NHVR evidence that would satisfy a reasonable person that you are fit for work, but that it is inadvisable for you to continue in your current present position during a stated period (the risk period) because of:

- (a) illness, or risks, arising out of your pregnancy; or
- (b) hazards connected with that position.

If there is an appropriate safe job available, then we will transfer you to that job for the risk period, with no other change to your terms and conditions of employment.

An appropriate safe job is a safe job that has the same Ordinary Hours as your present position or a different number of Ordinary Hours agreed to by you.

If you are transferred to an appropriate safe job for the risk period, the NHVR will pay you for the safe job at your full rate of pay (for the position you were in before the transfer) for the hours that you work in the risk period.

If your pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

13.15 Paid No Safe Job Leave

If clause 13.14 applies to you but there is no appropriate safe job available, then you are entitled to paid no safe job leave for a period which ends at the earliest of either:

- (a) when you are certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

- (b) when the pregnancy results in the birth of a living Child or ends otherwise than with the birth of a living Child.

13.16 Return to Work

13.17 Can I return to work on a part-time basis?

If you are a full-time employee who has taken Paid Primary Carer Leave, you are entitled to return to work on a part-time basis following your Parental Leave (including any period of Unpaid Parental Leave taken) until the Child starts school.

To make such a request, you must submit your request to the Relevant Manager at least 6 weeks before your Parental Leave ends, which contains your desired part-time arrangements and any other relevant information we may request.

If you remain a part-time employee, then at least 6 weeks prior to the Child starting school, you must inform the NHVR if you intend to return to full-time employment or request to continue part-time employment (including any desired requested part-time arrangements).

13.18 Can I request a flexible work arrangement?

Notwithstanding Clause 13.17, if you meet the circumstances set out at section 65 of the FW Act, including but not limited to if you are a parent, or have responsibility for the care of a child who is of school age or younger, you may request for flexible working arrangements. The NHVR will respond to any such request in accordance with section 65A of the FW Act.

13.19 What support is available to me if I am breastfeeding?

The NHVR will provide you with reasonable paid breaks each day. The NHVR will provide access to comfortable, private facilities for the purpose of expressing milk or breastfeeding and appropriate facilities to store breast milk.

13.20 Other Reproductive Leave

13.20.1 What is my entitlement to Other Reproductive Leave?

You are entitled to up to 10 days paid Other Reproductive Leave within a 12 month period (non-cumulative) to use for the following purposes:

- to receive fertility/IVF treatment;
- chronic reproductive health conditions (such as endometriosis, dysmenorrhea, adenomyosis, polycystic ovary syndrome, and menopause symptoms) that require absence from the workplace;
- preventative screening associated with reproductive health, including breast and prostate screening and
- treatment associated with reproductive health including hysterectomy and vasectomy.

Whilst on paid Other Reproductive Leave, you will continue to be paid superannuation in accordance with clause 10.4.

13.20.2 Interaction between Other Reproductive Leave and Paid Pre-Parental Leave

You are entitled to a total of 10 days of paid leave within each 12 month period which can be taken either as Other Reproductive Leave or Paid Pre-Parental Leave or a combination of both.

13.20.3 How can I take Other Reproductive Leave

When taking Other Reproductive Leave, you must give the NHVR notice of the following as soon as practicable (which may be a time after the leave has started):

- (a) that you need to take Other Reproductive Leave; and
- (b) the period, or expected period, of Other Reproductive Leave.

13.20.4 What evidence requirements must I comply for taking Other Reproductive Leave?

If you wish to take Other Reproductive Leave, you must give the NHVR evidence that would satisfy a reasonable person that the Other Reproductive Leave is taken for one of the purposes set out in clause 13.20.1. The NHVR may require that the evidence provided be a medical certificate from a qualified medical practitioner.

14. Workplace flexibility and Individual flexibility arrangements (IFA)

Workplace flexibility comes in many forms and the NHVR's approach to flexibility in the workplace provides you with a number of options to change your working arrangements where these changes are mutually agreed.

The NHVR is committed to supporting employees who request a change to their working arrangements.

There are two ways you can formally request flexibility, either through a Flexible Work Arrangement or through an Individual Flexibility Arrangement.

14.1 What is a Flexible Work Arrangement (FWA)

A FWA is a written agreement between the NHVR and you that typically focusses on your work-life balance. A FWA, when agreed and approved, often results in a change to your work times, your work location (i.e. working from home) or patterns of work.

You can request a flexible working arrangement with the NHVR by submitting your request in writing. Your request will be considered by the NHVR and a response will be provided to you within 21 days. Where an FWA is approved, it will be reviewed regularly.

14.2 What is an IFA?

An IFA is a written agreement between the NHVR and you that varies the effect of certain clauses in the Agreement, provided it complies with clause 14.2 – 14.5.

The right to make an IFA under this clause 14.2 – 14.5 is in addition to, and is not intended to otherwise affect, the right of the NHVR and an individual Employee to make an agreement under any other provision of this Agreement.

14.3 When can an IFA be made?

The NHVR and you may agree to make an IFA to vary the effect of the terms of this Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) arrangements about where work is performed;
 - (iii) Overtime rates;
 - (iv) penalty rates;
 - (v) allowances;
 - (vi) leave loading; and
- (b) the IFA meets the genuine needs of the NHVR and you in relation to 1 or more of the matters mentioned in clause 14.3(a); and
- (c) the IFA is genuinely agreed to by the NHVR and you.

14.4 **What rules apply to the terms of the IFA?**

The NHVR must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in you being better off overall than you would be if no IFA was made.

14.5 **What procedural requirements apply?**

The NHVR must also ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the NHVR and you; and
- (c) is signed by the NHVR and you or if you are under 18 years of age, signed by your parent or guardian; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) how you will be better off overall in relation to the terms and conditions of your employment as a result of the IFA; and
- (e) states the day on which the IFA commences.

The NHVR must give you a copy of the IFA within 14 days after it is agreed to.

14.6 **How can the IFA be terminated?**

The NHVR or you may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or
- (b) if the NHVR and you agree in writing — at any time.

If the IFA is terminated by the NHVR, it will provide written reasons for doing so.

14.7 Telecommuting

You may request to work from home subject to the NHVR's written approval and subject to operational convenience, workplace health and safety considerations and satisfactory work performance. Such a request may be made at any stage and will not be unreasonably refused.

Any approved home based work arrangement will be regularly reviewed by the NHVR.

The NHVR may cancel a home based work arrangement at any time, by giving two weeks' written notice to you where the arrangement no longer meets the criteria set out in this clause. The two week written notice period does not apply if a workplace health and safety risk is identified. In such cases the NHVR may cancel the home based work arrangement immediately.

15. Right to Disconnect

15.1 Do I have a right to disconnect and what is it?

Yes, you have the right to disconnect from the workplace outside your working hours, unless your refusal to remain connected is unreasonable.

15.2 When can I exercise my right to disconnect?

Unless it is unreasonable to do so, you may refuse to monitor, read or respond to contact, or attempted contact outside of your working hours, from:

- (a) the NHVR; or
- (b) a third party if the contact is work related.

Your right to disconnect does not limit or reduce the NHVR's ability to request (or attempt to request) that you work reasonable Overtime from time to time in accordance with clause 7.

15.3 When is it unreasonable if I disconnect from work?

In determining whether your refusal to monitor, read or respond to the contact set out in clause 15.2 is unreasonable, the following factors must be taken into account:

- (a) the reason for the contact or attempted contact (eg is it for emergency circumstances);
- (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes you;
- (c) the extent to which you are compensated:
 - (i) to remain available to perform work during the period in which the contact or attempted contact is made (eg where you are in receipt of an On-Call Allowance); or
 - (ii) for working additional hours outside of your ordinary hours of work;
- (d) the nature of your role and your level of responsibility;

- (e) your personal circumstances (including family or caring responsibilities);
- (f) if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

15.4 **What if the NHVR and I disagree about my right to disconnect?**

If:

- (a) there is a dispute between the NHVR and you because you have refused to monitor, read or respond to contact or attempted contact under this clause and either:
 - (i) the NHVR believes the refusal was unreasonable; or
 - (ii) the NHVR has asserted that the refusal was unreasonable and you reasonably believe the refusal is not unreasonable; or
- (b) There is another dispute between the NHVR and you about how the right to disconnect works; then the parties to the dispute must follow the below listed steps to resolve the disagreement.

Step 1: Attempt to resolve the disagreement at the workplace level by discussions between the parties.

Step 2: If discussions at the workplace level do not resolve the disagreement, a party to the disagreement may apply to the FWC to deal with the dispute. You and the NHVR can be supported or represented (e.g. your union).

16. **Workplace Change and Consultation**

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

16.1 **When does this clause apply?**

This clause 16 applies if the NHVR has endorsed a proposal that will:

- (a) introduce a Major Change;
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of employees; or
- (c) introduce a change to an NHVR policy, procedure or guideline scheduled to this Agreement or operating in conjunction with this Agreement.

16.2 **Can I appoint a representative?**

Yes, Relevant Employees may appoint a representative for the purposes of the procedures in clauses 16.3 and 16.4.

If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of Consultation; and

- (b) the Relevant Employee or Relevant Employees advise the NHVR of the identity of the representative;
the NHVR must recognise the representative.

16.3 Consultation about Major Changes

16.3.1 What is the process for a Major Change?

For a Major Change referred to in clause 16.1(a):

- (a) the NHVR must notify the Relevant Employees and Unions of the endorsed proposal to introduce the major change; and
- (b) clauses 16.2 and 16.3.2 apply.

16.3.2 What will the NHVR disclose to you during Consultation about Major Changes?

As soon as practicable after endorsing the proposed change, the NHVR must:

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

The NHVR are not required to disclose confidential or commercially sensitive information.

The NHVR must give prompt and genuine consideration to matters raised about the Major Change by the Relevant Employees.

16.4 Consultation about changes to the regular roster or Ordinary Hours of work

16.4.1 What is the process for a change to the regular roster or Ordinary Hours of work?

For a change referred to in clause 16.1(b):

- (a) NHVR must notify the Relevant Employees and Unions of the proposed change; and
- (b) clauses 16.2 and 16.4.2 apply.

16.4.2 **What the NHVR will disclose to you during Consultation for a change to the regular roster or Ordinary Hours of work?**

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

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

The NHVR are not required to disclose confidential or commercially sensitive information.

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

17. **Dispute Resolution**

17.1 **When does this clause apply?**

If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES,
- (c) Any policies, procedures or guidelines of the NHVR, either scheduled in this Agreement or operating in conjunction with this Agreement.

17.2 **Can I appoint a representative?**

If you are a party to the dispute, you may appoint a representative for the purposes of the procedures in this clause 17.

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.

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

What is the process for resolving the dispute?

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

If discussions at the initial workplace level do not resolve the dispute, then the dispute will be escalated to the People and Culture team and relevant department Executive.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by 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 that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

The parties to the dispute agree to be bound by a decision/appeal decision made by Fair Work Commission in accordance with this clause 17.

17.3 What happens whilst a dispute is being resolved?

While the dispute is being resolved using the procedures in this clause 17, the parties will abide by the status quo as existed immediately before the subject matter of the dispute arose.

However, the NHVR may direct you to perform different work and / or work at a different location, on full pay, if it is reasonable to do so to protect your safety, health or welfare.

18. Union Delegate Rights

18.1 Can I be represented by a Union?

Yes. You are entitled to become a member of a Union that is entitled to represent your industrial interests. You will not face any disadvantage or discrimination under this Agreement if you become a Union member.

18.2 What are a Union Delegate's entitlements?

The NHVR recognises the role of trade unions and their delegates within the workplace in representing employees and facilitating cooperative employee relations.

The Unions agree that they will notify the NHVR annually of the names of their Union Delegates.

If the NHVR is notified by a Union that you are one of their Union Delegates, you may represent the industrial interests of your Union's members or employees who are eligible to be a member of your Union in matters such as:

- (a) representing members in enterprise bargaining negotiations in accordance with the requirements of the FW Act;
- (b) representing individual or collective members' interests to the NHVR in either the dispute resolution procedure or consultative arrangements under this Agreement if those employees wish to be represented by you;
- (c) supporting a union member during disciplinary processes or in tribunal or court proceedings if that member wishes to be supported by you;
- (d) attending JCC meetings (see also clauses 18.3 and 18.8);
- (e) addressing or providing information to new employees about the benefits of union membership during orientation; and
- (f) giving evidence in proceedings involving the NHVR before the Fair Work Commission or another court or tribunal as a witness for your Union or the Union member you represent.

As a Union Delegate, you are entitled to reasonable time during work hours to enable you to:

- (a) communicate with members of your Union for the purposes of representing their industrial interests; and
- (b) represent the industrial interests of your Union's members or employees who are eligible to be a member of your Union.

The NHVR will provide Union Delegates reasonable access to the following facilities in order for them to represent the industrial interests of your Union's members or employees who are eligible to be a member of your Union, provided those facilities exist and such access does not interfere with operational requirements:

- (a) use of NHVR's office facilities for union-related matters (eg telephone, photocopier, printer, computer with internet and email access);
- (b) access to a private meeting space for confidential discussions (if available);
- (c) access to secure storage for union materials (if available);
- (d) a designated union noticeboard in each workplace where practicable for the display of official union communications; and
- (e) communicate with your Union's members during working hours or work breaks, or before or after work.

Your entitlements under this clause 18.2 are subject to clause 18.6.

18.3 **How will the NHVR facilitate Union Delegates' in-person attendance at JCC meetings?**

If you have been nominated by your Union to attend a JCC meeting as a Union Delegate, the NHVR will release you from your normal duties for:

- (a) you to attend the JCC meeting either in person if it is hosted in the state or territory you are located at the relevant time or otherwise virtually;

- (b) you to attend a Union advisory group meeting held by your Union the day before the relevant JCC meeting either in person if the JCC meeting is hosted in the state or territory you are located at the relevant time or otherwise virtually; and
- (c) reasonable travel to and from the meetings described in paragraphs (a) and (b) above,

if you meet each of the following conditions:

- (d) you provide the NHVR at least 14 days' advance notice of your intention to attend the JCC meeting in person;
- (e) your attendance does not interfere with operational requirements (see examples in clause 18.7); and
- (f) you return to your normal duties from the commencement of your rostered shift the day after the JCC.

If your reasonable travel and JCC meeting commitments are less than half a day, you will be released for a half-day. If your reasonable travel and JCC meeting commitments are more than half a day, you will be released for a full day.

While you are released from your normal duties under this clause 18.3, you will be paid for your Ordinary Hours falling within the period you are released at your substantive Base Hourly Rate unless clause 5.3 applies.

18.4 **Attendance at other Union meetings**

The NHVR recognises that from time to time, as a Union Delegate, you may be reasonably required by your Union to attend other Union meetings, such as

- (a) relevant meetings of your Union's advisory or vocational committees;
- (b) annual or biennial conferences of your Union or the Australian Council of Trade Unions (ACTU); or
- (c) meetings of your Union's Executive, Council or equivalent, where you are elected onto the relevant body.

Generally, you should attend these Union meetings virtually.

However, if you are reasonably required by your Union to attend a Union meeting in person, then you may do so and travel to that Union meeting within work hours provided that:

- (a) you have provided your manager as much notice as possible of your request to be released from your normal duties to attend the Union meeting in person, which must be no less than 14 days' notice or less with the NHVR's agreement;
- (b) you have obtained prior approval from your manager;
- (c) releasing you from your normal duties will not interfere with operational requirements (see examples in clause 18.7);
- (d) you adopt the most direct travel route that is reasonably available at the time; and
- (e) you comply with the NHVR's travel policies and plans, including the requirement to submit a travel plan where applicable; and

- (f) it is not reasonable to travel outside of work hours (eg on an early evening flight after your shift).

If your reasonable travel and Union meeting commitments are less than half a day, you will be released for a half-day. If your reasonable travel and Union meeting commitments are more than half a day, you will be released for a full day.

18.5 What is the payment and cost allocation for Union Delegate responsibilities?

While you are released from your normal duties under either clauses 18.3 or 18.4, you will be paid for your Ordinary Hours falling within the period you are released at your substantive Base Hourly Rate unless clause 5.3 applies.

Attendance at any Union meetings or related travel that occurs outside your Ordinary Hours will be at your discretion, as they are occurring in your personal time and will be unpaid.

If you are attending a meeting called by the NHVR (eg JCC meetings), your reasonable travel and accommodation costs will be at the NHVR's cost.

The NHVR will not cover the costs of any travel and accommodation costs for all other union-related activities.

Any travel that occurs under clause 18 is not required by the NHVR for the purposes of clauses 11.7 and 11.8.

18.6 What are my obligations as a Union Delegate?

If required by the NHVR, you must give the NHVR evidence that would satisfy a reasonable person of your appointment or election as a Union Delegate.

When exercising your entitlements as Union Delegate, you must:

- (a) comply with your duties and obligations as an employee;
- (b) comply with the NHVR's policies and procedures;
- (c) not interfere with operational requirements;
- (d) not send unsolicited broadcasts beyond members of your Union or employees eligible to be your Union; and
- (e) not hinder, obstruct or prevent employees from exercising their rights to freedom of association.

If you cease to be a Union Delegate, you must give written notice to the NHVR within 14 days of that cessation.

18.7 What are examples of the NHVR's operational requirements?

The NHVR may reasonably refuse a Union Delegate's request to exercise an entitlement under clause 18.2, 18.3 or 18.4 if the proposed exercise of entitlements would interfere with the NHVR's operational requirements. For the purposes of this clause 18 only, operational requirements include where it would:

- (a) result in the cancellation of a shift affecting another employee(s) that cannot be reasonably filled by another qualified employee(s);

- (b) impose an immediate threat to the health or safety of employees or members of the public;
- (c) impact business continuity or otherwise cause operational disruptions;
- (d) cause significant financial disruption to the NHVR; or
- (e) cause potential or actual reputational damage to the NHVR.

18.8 **What is the Joint Consultative Committee (JCC)?**

The parties to this Agreement will form a JCC that will remain in place across the life of the agreement. The JCC is a joint employer / union consultative committee established to facilitate consultation on a broad range of issues impacting the workforce. The JCC is not a decision-making forum and exists as an independent committee to provide the NHVR with feedback across a range of matters.

The following arrangements apply to the JCC:

- (a) the JCC will meet quarterly, unless otherwise agreed;
- (b) the location of each JCC meeting will rotate around Australia in states and territories that the NHVR has operations in, to facilitate in-person attendance by Union Delegates in accordance with clause 18.3; and
- (c) to reach a quorum at each JCC meeting, a minimum of 1 NHVR representative and 1 representative from at least one of the Union parties must attend.

The JCC will consist of the following members unless otherwise agreed in advance of the meeting. If agreement cannot be reached, the NHVR will have the final decision.

Member	Maximum Number
NHVR Management Representatives	A maximum of six management representatives. This is inclusive of any participants from the People and Culture team.
Each Union Party to the Agreement	A maximum of two union officials and three union delegates from each of CPSU and ASU unless otherwise mutually agreed.

18.9 **Attendance of training held by Unions by Union members**

The NHVR recognises that the Unions provide a range of training opportunities to its members from time to time. If you are a member of a Union that is entitled to represent your industrial interests, you may attend training sessions held by the Union within work hours provided that:

- (a) you have provided your manager as much notice as possible of your request to be released from your normal duties to attend the training session, which must be no less than 14 days' notice or less with the NHVR's agreement;
- (b) you have obtained prior approval from your manager, which will not be unreasonably refused; and

- (c) the training session is not available outside of work hours.

You will be paid as if at work for the Ordinary Hours that fall within the period you attend a training session under this clause 18.9.

19. Misconduct and Unsatisfactory Performance

19.1 General

This clause 19 addresses misconduct and unsatisfactory performance.

Any disciplinary outcomes under this clause 19 will be advised to you in writing and documented in your personnel file.

19.2 How is misconduct addressed?

For misconduct issues, prior to making a decision on a disciplinary outcome, the NHVR will consider findings regarding your conduct and any response from you.

If you are required to attend a meeting concerning misconduct, you have the right to have a support person or union representative present.

19.3 How is unsatisfactory performance addressed?

In the first instance, the NHVR will attempt to resolve unsatisfactory performance informally through discussions, guidance, counselling, or employee development programs. You will be given an opportunity to respond to any concerns about your performance.

19.4 What are the potential disciplinary outcomes?

Disciplinary outcomes for misconduct or unsatisfactory performance may include (but are not limited to) any of the following:

- (a) no action;
- (b) formal counselling;
- (c) formal written warning;
- (d) demotion in classification;
- (e) termination of employment.

The NHVR may use any of the disciplinary outcomes available and is not required to issue the outcomes as a series of steps in a disciplinary process.

Disciplinary outcomes must not be disproportionate to the seriousness of the matter.

19.5 What information will I receive in formal counselling or formal written warnings?

If formal counselling or formal written warnings are used, the NHVR will:

- (a) inform you of the issue;
- (b) specify the required standard;
- (c) explain the consequences of failing to meet the standard and engaging in any further unsatisfactory work performance; and

- (d) provide opportunity for you to respond.

20. Termination of employment

20.1 Redundancy

20.1.1 Does this clause apply to me?

This clause 20.1 will not apply in any of the following circumstances:

- (a) If you are a casual or temporary employee.
- (b) Where you suffer a permanent injury or illness which renders you otherwise incapable of continuing in employment.
- (c) Where your services are terminated by reason of neglect of duty or misconduct.
- (d) If you have not completed at least 12 months of Continuous Service.
- (e) As prescribed by the FW Act.

20.1.2 What is the redundancy process?

When a proposal is endorsed that a position is no longer required, not due to the ordinary and customary turnover of labour, the NHVR will Consult in accordance with clause 16 to consider:

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

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

If your position becomes redundant, the NHVR will seek to maintain your employment through redeployment and retraining. If you refuse an offer of redeployment, you will be entitled to a redundancy under this clause.

The NHVR may invite voluntary redundancies, considering operational requirements to maintain an appropriate mix of skills and competencies.

Where possible, restructuring that involve redundancies at the NHVR is to occur by voluntary means, including natural attrition, redeployment, retraining and voluntary redundancy.

20.1.3 How much notice will I be given of my termination due to redundancy?

If your position is to be made redundant, you will receive notice in accordance with clause 20.2.1.

20.1.4 What redundancy payment will I receive?

If you were employed by the NHVR immediately before the Commencement Date of this Agreement and you remain continuously employed by the NHVR and your position is made redundant and your employment is terminated due to redundancy, you will receive notice in accordance with clause 20.2.1 plus a redundancy payment calculated in accordance with the following table:

Length of Service	Redundancy pay
Less than 1 year of Continuous Service	2 weeks
At least 1 year and less than 2 years of Continuous Service	7 weeks
At least 2 years and less than 3 years of Continuous Service	12 weeks
At least 3 years and less than 4 years of Continuous Service	17 weeks
At least 4 years and less than 5 years of Continuous Service	20 weeks
At least 5 years and less than 6 years of Continuous Service	23 weeks
At least 6 years and less than 7 years of Continuous Service	26 weeks
At least 7 years and less than 8 years of Continuous Service	29 weeks
At least 8 years and less than 9 years of Continuous Service	32 weeks
At least 9 years and less than 10 years of Continuous Service	35 weeks
At least 10 years and less than 11 years of Continuous Service	38 weeks
At least 11 years and less than 12 years of Continuous Service	41 weeks
At least 12 years and less than 13 years of Continuous Service	44 weeks
At least 13 years or more	47 weeks

If your employment with the NHVR commenced on or after the Commencement Date and your position is made redundant and your employment is terminated due to redundancy, you will receive redundancy pay equal to the greater of:

- (a) 2 weeks for each year of Continuous Service (including any proportionate amounts for incomplete years of Continuous Service), up to a maximum of 26 weeks; or
- (b) the NES entitlement.

20.1.5 Am I entitled to any other benefits if my position is made redundant?

If your position is made redundant, you are entitled to 1 day's leave or any additional leave that the NHVR may agree with you to attend job interview/s with prospective employer/s, to be paid as if you are at work. Agreement will not be unreasonably withheld.

20.2 Termination of employment by the NHVR

20.2.1 What period of notice will I be given when my employment is ending?

Subject to clauses 4.3 and 20.2.3, the NHVR may terminate your employment by giving you 4 weeks notice (or 5 weeks if you have completed at least 2 years of Continuous Service and are over 45 years old), payment in lieu of notice, or a combination of both.

Any payment in lieu of notice will be calculated as the amount you would have received if your employment continued until the end of the notice period.

20.2.2 Can I challenge the termination decision under this Agreement?

No, the dispute resolution procedure in clause 17 cannot be used to deal with a decision to terminate your employment.

20.2.3 When am I not entitled to notice when my employment is ending?

You are not entitled to notice of termination if:

- (a) your employment is terminated for serious misconduct; or
- (b) you are employed as a temporary employee and your employment has ended at the expiry of your contract; or
- (c) you are a casual employee (each period of casual employment terminates automatically at the end of that period). However, the NHVR will endeavour to provide you with 1 week's notice if we do not intend to offer you further casual employment.

20.3 Termination by you

20.3.1 What period of notice do I need to give to resign from my employment?

Unless you are a casual employee, and subject to clause 4.3, you may resign from your employment by giving the NHVR 4 weeks' written notice.

If you are a casual employee, we request that you give 1 week's notice if you no longer require further casual employment.

20.3.2 What happens during my notice period?

If you resign from your employment, the NHVR may choose:

- (a) to retain your services during the notice period; or
- (b) not to retain your services for some or all of the notice period, and make a payment in lieu of notice for the part of the notice period for which you are not retained.

Any payment in lieu of notice will be calculated as the amount you would have received if your employment continued until the end of the notice period.

20.3.3 What happens if I wish to retire due to ill health?

If you wish to retire due to ill health, your retirement will only take effect once your Personal/Carer's Leave entitlements are exhausted.

20.3.4 **When will I be taken to have abandoned my employment?**

If the NHVR reasonably suspect that you have abandoned your employment, the NHVR may commence a process to determine whether you have abandoned your employment.

The NHVR may reasonably suspect that you have abandoned your employment if you have been absent from work for more than 5 consecutive working days without permission or contact and the NHVR have made reasonable efforts to contact you which have been unsuccessful.

If, after conducting a process to determine whether you have abandoned your employment, the NHVR determine that you have abandoned your employment, you will be taken to have resigned from your employment on the later of your last day at work or your last day of approved leave.

20.3.5 **Can I receive a Statement of Employment**

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

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.

21. **Definitions and interpretation**

21.1 **Definitions**

The following definitions apply in this Agreement.

Term	Meaning
Actual Service	In clause 12.8, has the meaning set out in the applicable Long Service Leave legislation, including the meaning of an equivalent term, and includes up to 3 months of unpaid Personal/Carer's Leave under clause 12.3.5; Otherwise, has its plain meaning.
Additional Employer Contributions	Additional superannuation payments made to your superannuation fund in accordance with clause 10.5, excluding entitlements under the SGAA.
Agreement	NHVR (Operational and On-Road Regulatory) Enterprise Agreement 2025-2028.
AQF	The Australian Qualification Framework for qualifications in post-compulsory education and training.
Base Hourly Rate	Rate for Ordinary Hours, excluding Ordinary Hours Penalties. Calculated: Base Salary ÷ 52 ÷ 38. Contained in Schedule 1, determined by your classification and classification level.

Term	Meaning
Base Salary	Annual pay for full-time and part-time employees for Ordinary Hours, excluding Ordinary Hours Penalties. Contained in Schedule 1 (with part-time pro-rated as per clause 3.3.5), determined by your classification and classification level. When Base Salary is paid fortnightly, it is paid as one 26th of the Base Salary (on the basis that there are 26 fortnights per year).
Christmas Closedown Leave	Paid leave during the Christmas Closedown Period as per in clause 8.2.2.
Christmas Shutdown Period	Our business closure period, currently from 25 December to the first business day after 1 January.
Commencement Date	The later of: (a) 24 May 2025; or (b) first day of the Pay Period starting 7 days after the Agreement's approval by the Fair Work Commission.
Consult or Consultation	To discuss prior to making a definite decision.
Continuous Service	In clause 12.8, has the meaning set out in the applicable Long Service Leave legislation, including the meaning of an equivalent term (e.g. "continuous employment"). Otherwise, has the meaning set out in section 22 of the FW Act and includes up to 3 months of unpaid Personal/Carer's Leave under clause 12.3.5.
De Facto Partner	(a) Another person who, although not legally married to the first person, lives with the first person in a relationship as a couple on a genuine domestic basis (whether the first person and the other person are of the same sex or different sexes); or (b) A former de facto partner (within the meaning of paragraph (a)) of the first person.
Defence Reserve Pay	An amount paid in relation to service with a member of the Reserves other than an amount that is, or that is in the nature of, an expense-related allowance.
Eligible Community Service Activity	(a) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or (b) A Voluntary Emergency Management Activity; or (c) An activity prescribed in regulations made for the purpose of section 109(4) of the FW Act.

Term	Meaning
Employee	Any individual covered by this Agreement.
Family and Domestic Violence	Violent, threatening or other abusive behaviour by your close relative (including a person who is related to you according to Aboriginal or Torres Strait Islander kinship rules), a member of your household, or your current or former intimate partner, that: (a) seeks to coerce or control you; and (b) causes you harm or to be fearful.
First Aid Allowance	Has the meaning set out in clause 11.9.
FW Act	<i>Fair Work Act 2009</i> (Cth).
IFA	A written agreement used by us and you to change the effect of certain clauses in the Agreement, provided it complies with clause 14.
Immediate Family	(a) A Partner, child (as defined in section 17 of the FW Act), parent, grandparent, grandchild or sibling of the Employee; or (b) A child (as defined in section 17 of the FW Act), parent, grandparent, grandchild or sibling of a Partner of the Employee.
Jury Service Pay	An amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
Jury Service Summons	A summons or other instruction (however described) that requires you to attend for, or perform, jury service.
Long Term Casual Employee	A casual employee who is employed by us on a regular and systematic basis during a period of at least 12 months.
Major Change	A major change to production, program, organization, structure or technology in relation to our enterprise that is likely to have a significant effect on employees because it results in: (a) the termination of the employment of employees; or (b) major change to the composition, operation or size of our workforce or to the skills required of employees; or (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or (d) the need to retrain employees; or (e) the need to relocate employees to another workplace; or

Term	Meaning
	(f) the restructuring of jobs, unless a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to our enterprise.
NES	National Employment Standards <i>as contained in the 'Fair Work Act 2009'</i> .
NHVR	National Heavy Vehicle Regulator.
Notional Base Hourly Rate(s)	For the purposes of clause 10.2.1, means: (a) in respect of the period between 8 March 2025 and 4 July 2025, the Base Hourly Rate set out in the fourth column of the table in Schedule 1 that applies to your classification and level (if applicable) (see the column headed "Commencement Date, if before the first full Pay Period after 1-Jul-25"); (b) in respect of the period between 5 July 2025 and the day before the Commencement Date where the Commencement Date is on or after 1 July 2025, the Base Hourly Rate set out in the fifth column of the table in Schedule 1 that applies to your classification and level (if applicable) (see the column headed "First full Pay Period after 1-July-25 or the Commencement Date if later").
Notional Operative Period	The period between 8 March 2025 and the day before the Commencement Date (inclusive).
On-Call Allowance	Has the meaning set out in clause 11.4.
On-Call Work	Initial limited response to work matters, solvable by phone or email within 10 minutes.
Ordinary Hours	(a) Hours as per clauses 3.2, 3.3 and 3.5 (whichever is applicable); and (b) Hours worked under an RDO pattern which accrue towards an RDO entitlement under clause 3.2.3, excluding work performed on scheduled RDOs under clause 3.2.6 or 3.2.7 unless the employee elects to be compensated via a recredited RDO.
Ordinary Hours Penalties	Penalty rates for Ordinary Hours worked as per clause 6.7. For the avoidance of doubt, the Ordinary Hours Penalties amounts are the total amounts you will receive for working such penalty hours (i.e. you will not receive Base Hourly Rates plus Ordinary Hours Penalties).

Term	Meaning
Overtime	Work performed at our direction or with our express approval: (a) in excess of your number of Ordinary Hours under clauses 3.2, 3.3 and 3.5 (whichever is applicable to you); and (b) in excess of 10 Ordinary Hours per day; (c) outside the Span of Hours (excluding Shift Workers); and (d) in response to a Recall. And excludes: (e) any work performed in the circumstances described in items (a) to (d) immediately above without our direction or approval; (f) Ordinary Hours.
Overtime Meal Allowance	Has the meaning set out in clause 11.1.
Overtime Transport Costs	Has the meaning set out in clause 11.2.
Partner	In clause 12.5, means Spouse or De Facto Partner but excluding a former Spouse or former De Facto Partner. Otherwise, means Spouse or De Facto Partner.
Pay Period	A 14-day payroll period set or changed by us.
Performance, Planning and Appraisal Process	As set out in Schedule 3.
Public Holiday	A day or part-day defined as a public holiday under section 115 of the FW Act where you are based for work purposes. These may include: (a) New Year's Day (b) Good Friday (c) Easter Saturday (d) Easter Sunday (if declared) (e) Easter Monday (f) Christmas Day (g) Boxing Day

Term	Meaning
	(h) Australia Day (i) Anzac Day (j) Queen's Birthday (k) Any Public Holidays declared, prescribed or substituted in the relevant State, Territory, or locality.
Rostered Day Off/RDO	A rostered day off of 7.6 Ordinary Hours, accrued and taken in accordance with clauses 3.2.3 to 3.2.8.
Recall	When you are summonsed back to work (including returning to the workplace/premises) for, further duties or emergency response, excluding On-Call Work. For the avoidance of doubt, any work compensated through the disturbance allowance under clause 11.5 does not constitute a Recall.
Recognised Emergency Management Body	(a) A body, or part of a body, that has a role or function under a plan that: (i) is for coping with emergencies and/or disasters; and (ii) is prepared by the Commonwealth, a State or a Territory; or (b) A fire-fighting, civil defence or rescue body, or part of such a body; or (c) Any other body, or part of a body, a substantial purpose of which involves: (i) securing the safety of persons or animals in an emergency or natural disaster; or (ii) protecting property in an emergency or natural disaster; or (iii) otherwise responding to an emergency or natural disaster; or (g) A body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under Part 2-2 Division 8 of the FW Act.
Relevant Director	The person to whom our Chief Executive Officer has delegated relevant authority.

Term	Meaning
Relevant Employee	An Employee who may be affected by a change referred to in clause 16.
Relevant Manager	The person to whom our Chief Executive Officer has delegated a relevant function.
Reserves	Has the meaning in the <i>Defence Act 1903</i> (Cth).
RMS Award	Roads and Maritime Service Consolidated Salaried Staff Award 2019.
Service	A period you are employed by us, except: (a) any period of employment as a casual employee; or (b) any period of unauthorised absence; or (c) any period of unpaid leave or unpaid authorised absence, other than: (i) a period of Community Service Leave; or (ii) a period of stand down under Part 3-5 of the FW Act; or (iii) a period of unpaid leave or unpaid authorised absence of 3 consecutive days or less; or (iv) any other period prescribed by the FW Act; or (v) up to 3 months of unpaid Personal/Carer's Leave under clause 12.3.5.
SGAA	<i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).
Span of Hours	Monday to Friday, from 6.00 am to 7.00 pm.
Spouse	Spouse or former spouse.
Stapled Fund	Your superannuation fund most recently notified to us by the Australian Taxation Office as your stapled fund under section 32C(1A)(b) of the SGAA.
Taxation Determination	A taxation ruling or determination made under the <i>Taxation Administration Act 1953</i> (Cth).
TMR CA	Transport and Main Roads Enterprise Bargaining Certified Agreement 2019
TOIL	Time off in lieu of Overtime, accrued and taken in accordance with clause 7.6.
Total Ordinary Hours over last 12 months	(a) For a part-time employee, the Ordinary Hours worked or taken as paid leave or approved unpaid leave over the 12

Term	Meaning
	months immediately preceding the commencement of leave.
	(b) For a Regular Casual Employee, the Ordinary Hours worked over the 12 months or taken as approved unpaid leave over the 12 months immediately preceding the commencement of leave.
Travel Allowance	Has the meaning set out in clause 11.7.
Union Delegate	An Employee who has been duly elected or appointed as a union representative.
Unions	The unions who are a party to this Agreement.
Us/we	NHVR.
Use of Private Motor Vehicle Reimbursement	Has the meaning set out in clause 11.6.
Voluntary Emergency Management Activity	If: (a) you engage in an activity that involves dealing with an emergency or natural disaster; and (b) you engage in the activity on a voluntary basis (whether or not you directly or indirectly take or agree to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and (c) you are a member of, or has a member-like association with, a Recognised Emergency Management Body; and (d) either: (i) you were requested by or on behalf of the body to engage in the activity; or (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
Voluntary Employee Contribution	Your voluntary superannuation payments to your superannuation fund, subject to SGAA requirements.
You/your	An Employee.

21.2

Interpretation

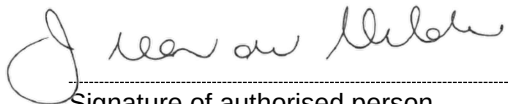
The following rules of interpretation apply in this Agreement:

- (a) Minimum payments payable under clauses 3.3.4, 3.5.3, 6.7 and 7.5 will not be counted as time worked for the purpose of determining any entitlements under this Agreement.
- (b) This Agreement operates in place of any other award, industrial instrument or agreement, whether approved by the Fair Work Commission or not.
- (c) This Agreement will not operate to exclude any provision of the NES.
- (d) A reference to a day (eg "Saturday" or "Public Holiday") means the 24 hour period of the day, unless provided otherwise.
- (e) Any clause reference is a reference to the corresponding clause in the main section of this Agreement, unless provided otherwise.
- (f) Any reference to an Act is to that Act and its Regulation both as amended, re-enacted or replaced from time to time. No Act or Regulation referred to in this Agreement is incorporated into it.
- (g) Any reference to a policy, guideline or procedure in this Agreement is a reference to the policy in place as amended (or removed) from time to time. No policy, guideline or procedure referred to in this Agreement is incorporated into this Agreement.
- (h) Unless specified otherwise, payments will not be calculated so that an Employee effectively receives a "penalty on a penalty" or a "loading on a loading". For clarity, where an Employee is entitled to more than one penalty or other percentage-based payment, unless a payment is specified otherwise, the Employee will receive the higher payment only.

22. **Signatories**

Signed in accordance with the requirements of section 185(5) of the *Fair Work Act 2009* (Cth) and regulation 2.06A of the *Fair Work Regulations 2009* (Cth).

Signed for and on behalf of **National Heavy Vehicle Regulator**



Signature of authorised person

Janelle van de Velde

Name of authorised person (block letters)

Interim Chief Executive Officer

Position Held



Signature of witness

8 May 2025

Date

Lucy Novak

Name of witness

Level 6, Bank of Queensland Building, 100 Skyring Terrace, Newstead, Qld, 4006
Address

Signed for and on behalf of **Australian, Municipal, Administrative, Clerical and Services Union**



Signature of authorised person

Emeline Gaske

Name of authorised person (block letters)

National Secretary

Position Held

7 May 2025

Date



Signature of witness

Fouzia Aden

Name of witness

Ground Floor, 116 Queensberry Street, Carlton South VIC 3053

Address

Signed for and on behalf of **CPSU, the Community and Public Sector Union-SPSF Group**

Troy Wright
Signature of authorised person

TROY WRIGHT
Name of authorised person (block letters)

A/BRANCH SECRETARY
Position Held

07 MAY 2025
Date

160 CLARENCE ST
Address

SYDNEY NSW 2000

N. Bradshaw
Signature of witness

N. BRADSHAW
Name of witness

Schedule 1 – Base Salaries and Base Hourly Rates

The Base Salaries for each classification and each classification level are set out in the following table.

Role	Classification Level		Commencement Date, if before the first full Pay Period after 1-Jul-25	First full Pay Period after 1-July-25 or the Commencement Date if later	First full Pay Period after 1-Jul-26	First full Pay Period after 1-Jul-27
Heavy Vehicle Inspection Officer	HVIO	Per Annum	\$90,674.68	\$95,212.52	\$98,068.88	\$101,011.04
		Per Fortnight	\$3,487.49	\$3,662.02	\$3,771.88	\$3,885.04
		Per Hour	\$45.89	\$48.18	\$49.63	\$51.12
Safety and Compliance Officer	SCO Level 1	Per Annum	\$106,526.16	\$111,852.52	\$115,208.08	\$118,664.26
		Per Fortnight	\$4,097.16	\$4,302.02	\$4,431.08	\$4,564.01
		Per Hour	\$53.91	\$56.61	\$58.30	\$60.05
	SCO Level 2	Per Annum	\$109,747.04	\$115,234.34	\$118,691.30	\$122,252.26
		Per Fortnight	\$4,221.04	\$4,432.09	\$4,565.05	\$4,702.01
		Per Hour	\$55.54	\$58.32	\$60.07	\$61.87
	SCO Level 3	Per Annum	\$113,343.36	\$119,010.58	\$122,580.90	\$126,258.34
		Per Fortnight	\$4,359.36	\$4,577.33	\$4,714.65	\$4,856.09
		Per Hour	\$57.36	\$60.23	\$62.03	\$63.90
Shift Supervisor	SSUP	Per Annum	\$122,215.60	\$128,326.38	\$132,176.20	\$136,141.46
		Per Fortnight	\$4,700.60	\$4,935.63	\$5,083.70	\$5,236.21
		Per Hour	\$61.85	\$64.94	\$66.89	\$68.90
Senior Safety and Compliance Officer	SSCO	Per Annum	\$136,541.60	\$143,368.68	\$147,669.86	\$152,099.74
		Per Fortnight	\$5,251.60	\$5,514.18	\$5,679.61	\$5,849.99
		Per Hour	\$69.10	\$72.56	\$74.73	\$76.97
Principal Safety and Compliance Officer	PSCO	Per Annum	\$153,535.20	\$161,211.96	\$166,048.22	\$171,029.82
		Per Fortnight	\$5,905.20	\$6,200.46	\$6,386.47	\$6,578.07
		Per Hour	\$77.70	\$81.59	\$84.03	\$86.55

Schedule 2 – Classifications and levels

The following classification descriptions are guidelines to determine the appropriate classification and levels of roles covered by this Agreement.

HVIO – Heavy Vehicle Inspection Officer

Positions at this level undertake Programmed Vehicle Inspections, as per their relevant position description.

SCO – Safety and Compliance Officer

- 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

- 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.
- Use knowledge and skill gained through a qualification in areas such as auditing or training and assessment.
- Contribute to the development of, changes to, and implementation of heavy vehicle related operational policies, procedures and systems.
- Negotiate with and influence key stakeholders to build strong customer and stakeholder relationships to achieve successful compliance outcomes
- Actively engage with heavy vehicle operators, investigate risk and make improvement recommendations that lead to the increased adoption of robust safety management systems

SSUP - Shift Supervisors

- Positions at this level undertake the various duties, responsibilities and functions of a SCO plus additional supervision responsibilities, including leading the operations of the shift – per the relevant position description.

PSCO – Principal Safety & Compliance Officer

- Apply creative and advanced problem-solving skills to resolve complex issues where policies, guidelines and/or precedents are not readily available and provide expert advice that will impact on the decisions made by others outside the immediate work area.
- Exercise independent judgement and utilise business intelligence in extensive planning and work scheduling matters, where resources, objectives and methods are only partially defined; illustrate the relationship between operational tasks and organisational goals to both internal staff and external stakeholders.
- Effectively lead a number of SCO teams and manage, motivate, train and develop SCO team leaders and officers; role
- Model the organisation's values and behaviours; focus employees towards consistent and best practice performance and compliance with service performance and assist in leading them through change
- Lead identification of strategic business improvements and the development and delivery of national changes to operational policies, procedures, systems and reporting to deliver improved business outcomes and which will impact the way work is performed as a result of the establishment of the NHVR.
- Negotiate with and influence key stakeholders to build and maintain strong stakeholder relations and achieve successful outcomes.
- Provide expert advice and guidance to key stakeholders that has an industry wide impact.

- Exercise independent judgement to make decisions regarding complex issues where defined policies, guidelines and/or precedents are not readily available
- Manages resources (human, financial and assets) effectively and efficiently to maximise business outcomes
- Apply well developed specialist and managerial skills to set workgroup objectives and involve staff in the design and implementation of change.
- Apply well developed specialist skills to review reports and systems for legislative and procedural accuracy, identify and recommend improvement opportunities and identify emerging trends and make improvements.

Schedule 3 – Performance, Planning and Appraisal Process

Planning, development and appraisal of your performance is designed to benefit you and enhance organisational performance.

We are committed to creating an environment where you are able to operate effectively, achieve success and satisfaction in the performance of your work, and actively contribute to the achievement of our vision and strategic objectives.

To support this, we have a Performance, Planning and Appraisal Process is designed to:

- (a) Align performance objectives and key deliverables against our strategic objectives and associated Divisional and Business/Operational plans.
- (b) Reinforce a constructive performance culture through regular and meaningful performance conversations.
- (c) Support the organisational vision and values.
- (d) Ensure that individual and team performance is regularly defined, planned, reviewed and optimised.

You are required to participate in the Performance, Planning and Appraisal Process in collaboration with people leaders.

You will receive regular and timely feedback on your performance through informal and formal discussions with your manager.

We actively promote opportunities for continual professional growth and improvement, in conjunction with the celebration of successes