



# DECISION

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

**National Transport Commission**  
(AG2024/736)

## **NATIONAL TRANSPORT COMMISSION (NTC) ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 3 APRIL 2024

*Application for approval of the National Transport Commission (NTC) Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *National Transport Commission (NTC) Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by National Transport Commission (Employer). The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 18 February 2027.



DEPUTY PRESIDENT

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Annexure A



3 April 2024

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/736

Applicant: National Transport Commission

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Michael Hopkins, CEO & Commissioner, have the authority given to me by the National Transport Commission to give the following undertakings with respect to the *National Transport Commission (NTC) Enterprise Agreement 2024-2027* ("the Agreement"):

1. An employee engaged as a part-time employee within the meaning of clause 16 of the Agreement will be engaged pursuant to a part-time work agreement which specifies:
  - a) the prescribed weekly hours of duty; and
  - b) the pattern of hours worked including starting and finishing times, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
2. For clause 78 of the Agreement, "Additional hours" will also include clause 78.5 - hours worked by an employee "outside the prescribed weekly pattern of hours agreed pursuant to undertaking 1".

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to read "Michael Hopkins", with a stylized flourish at the end.

**Michael Hopkins**  
Chief Executive Officer and Commissioner

Date: 03 April 2024

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

# **National Transport Commission (NTC) Enterprise Agreement 2024-2027**

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## Section 1 - Technical matters

### Title

1. This agreement will be known as the National Transport Commission (NTC) Enterprise Agreement 2024-2027.

### Parties to the agreement

2. The agreement covers:
  - 2.1 the Chief Executive Officer and Commissioner (**CEO**), for and on behalf of the National Transport Commission (NTC) as the employer;
  - 2.2 all employees employed in the classifications set out at Attachment A

### Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 18 February 2027.

### Delegations

5. The CEO may delegate or authorise any or all of their powers and functions under this agreement, including this power of delegation, and may do so subject to conditions.

### NES precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the NTC in any respect when compared with the NES.

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## Individual flexibility arrangements

10. The NTC and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1. the agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
    - 10.1.7. the arrangement meets the genuine needs of the NTC and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.2. the arrangement is genuinely agreed to by the NTC and employee.
11. The NTC must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;
  - 11.2. are not unlawful terms under section 194 of the FW Act; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The NTC must ensure that the individual flexibility arrangement:
  - 12.1. is in writing;
  - 12.2. includes the name of the NTC and employee;
  - 12.3. is signed by the NTC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4. states the day on which the arrangement commences.
13. The NTC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The NTC or employee may terminate the individual flexibility arrangement:

- 14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
- 14.2. if the NTC and employee agree in writing – at any time.
15. The NTC and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**Agreement** means the National Transport Commission (NTC) Enterprise Agreement 2024 - 2027.

**Casual employee (irregular or intermittent employee)** means a casual employee as defined by the FW Act.

**Cadet force** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Chief Executive Officer or CEO** means the CEO and Commissioner of the NTC or the person authorised by the CEO as their delegate.

**Child** means a biological child, adopted child, foster child, step child, or ward.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or authority has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of NTC who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement. This includes a "representative" appointed or chosen by an employee(s).

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;

- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Full time employee** means an employee employed to work an average of 38 hours per week in accordance with this agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* and any successor legislation.

**Non-ongoing employee** means a NTC employee who is employed under a contract with an end date.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Ongoing employee** means a NTC employee who is employed on an ongoing basis under a contract with no end date.

**Ordinary hours** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**Part-time employee** means an employee employed to work less than an average of 38 hours per week in accordance with this agreement.

**Primary caregiver** means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Relevant employee** means an affected employee.

**Secondary caregiver** means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

## Section 2: Remuneration

### Salary

17. The salary rates for all classification levels are set out in Attachment A – Base Salaries of this agreement.
18. The salary rates in Attachment A – Base Salaries include the following increases:
  - 18.1. 4.0 per cent from the first full pay period on or after 19 February 2024, payable only to employees employed by the NTC on or after the date of commencement of this agreement;
    - 18.1.1. Employees who are covered by clause 18.1 and who commence employment after 19 February 2024 will have their salary increased from their date of commencement with NTC.
  - 18.2. 3.8 per cent from the first full pay period on or after 19 February 2025; and
  - 18.3. 3.4 per cent from the first full pay period on or after 19 February 2026.

### Salary setting

19. Where an employee is engaged, moves to or is promoted in the NTC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
20. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
21. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
22. Where an employee commences ongoing employment in the NTC immediately following a period of non-ongoing employment in the NTC for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NTC.
23. Where an employee commences ongoing employment in the NTC immediately following a period of casual employment in the NTC, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NTC.
24. Where an employee moves to the NTC from another Commonwealth agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
25. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## Superannuation

- 26. The NTC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 27. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 28. The NTC will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the NTC's payroll system.

### Method for calculating super salary:

- 29. The NTC will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) from 1 July 2024 to the employee's applicable superannuation fund.
- 30. Employer contributions will be made for all employees covered by this agreement.
- 31. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## Overpayments

- 32. An overpayment occurs if the CEO (or the NTC) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 33. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 34. If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 35. If after considering the employee's response (if any), the NTC confirms that an overpayment has occurred, the overpayment will be treated as a debt that must be repaid to the NTC in full by the employee.
- 36. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 37. The NTC and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- 38. Interest will not be charged on overpayments.
- 39. Nothing in clause 32 to 38 prevents:

- 39.1 the NTC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- 39.2 the NTC from pursuing recovery of the debt through other available legal avenues;
- 39.3 the employee or the NTC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances

### Higher duties

40. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive classification level.
41. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount as determined by the CEO.
42. Where an employee is found to be eligible for salary progression at their acting level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
43. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
44. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
45. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Meal expenses and taxi vouchers

46. Where an employee is requested to work additional hours before 7.30 am or after 7pm, the NTC will provide the employee with a taxi voucher.
47. Where an employee is requested to work additional hours after 7pm the NTC will reimburse the employee for any reasonable meal expenses incurred as a result of additional hours.

### Public transport tickets

48. NTC can arrange for employees to purchase yearly public transport rail/tram/bus tickets.
49. The yearly tickets are purchased by the NTC and are reimbursed by employees through deductions from their fortnightly pay. If an employee leaves the NTC before full payment of yearly tickets are reimbursed the employee must pay the total balance owing back to the NTC before their departure.



## Workplace responsibility allowances

50. A workplace responsibility allowance will be paid where an employee (including a casual employee) is appointed by the NTC or elected by eligible peers to one of the following roles:
  - 50.1 First Aid Officer;
  - 50.2 Health and Safety Representative;
  - 50.3 Emergency Warden;
  - 50.4 Harassment Contact Officer; and
  - 50.5 Mental Health First Aid Officer.
51. The following rate will apply for the workplace responsibility allowance (reflective of increases applied to headline wages):
  - 51.1 \$30.51 per fortnight from the first full pay period on or after commencement of this agreement;
  - 51.2 \$31.67 per fortnight from the first full pay period on or after 19 February 2025;
  - 51.3 \$32.75 per fortnight from the first full pay period on or after 19 February 2026.
52. The full allowance is payable regardless of flexible or part-time work.
53. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
54. An employee's physical availability to undertake the role will be considered by the NTC when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
55. Casual employees eligible to receive a workplace responsibility allowance will be paid the full amount provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

56. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
57. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from the first full pay period on or after commencement of this agreement	Rate from the first full pay period on or after 19 February 2025	Rate from the first full pay period on or after 19 February 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

58. The allowance is calculated annually and paid fortnightly.
59. The full allowance is payable regardless of flexible work and part-time arrangements.
60. The allowance is payable during periods of paid leave.
61. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Working hours and arrangements

### Job security

#### Commitment to ongoing employment

62. The NTC recognises that the usual basis for engagement is an ongoing employee.

#### Reporting

63. The NTC will report to the NTC Staff Consultative Forum on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the NTC.

#### Pathways to permanency

64. The NTC will comply with the casual conversion provision of the FW Act. In addition, the NTC recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### Casual (irregular or intermittent) employment

65. A casual employee is defined in the definitions section.
66. A decision to employ or expand the use of casual employees is subject to the consultation provisions of this agreement, specifically clauses 304 and 306.
67. The NTC will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties and report de-identified outcomes to the Staff Consultative Forum.
68. Remuneration for casual employees shall be on an hourly basis. A casual employee will be paid an hourly rate calculated by reference to the bottom rate set out in the applicable classification in Attachment A plus a 25% loading.
69. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
70. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
71. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

### Non-ongoing employment

72. A non-ongoing employee is defined in the definitions section.

73. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms.

## **Working hours**

74. Ordinary hours may be worked over five days, Monday to Friday, between the spread of hours of 7.30 am to 6.30 pm.
75. Ordinary hours may only be varied via a flexible working arrangement in accordance with clauses 95 - 103.
76. A full-time employee's standard working hours are 9:00 am to 5:36 pm, inclusive of a one-hour unpaid meal break.
77. A full-time employee may vary their standard working hours within the spread of hours by agreement with their manager. Any hours worked under such an arrangement will be referred to as agreed hours.

## **Additional hours**

78. Additional hours are all hours worked by an employee:
- 78.1 in excess of ordinary hours;
  - 78.2 on a public holiday;
  - 78.3 outside the spread of hours as prescribed in clause 74; or
  - 78.4 outside the hours agreed as part of a flexible working arrangement.
79. The NTC may direct an employee to work additional hours upon provision of reasonable notice to the employee.
80. An employee may only be directed to work additional hours if:
- 80.1 the approximate period of time over which the requirement to work additional hours will be in place has been explained to the employee; and
  - 80.2 feasible alternative arrangements for managing the workload have been considered by the NTC.
81. Nothing in this clause is intended to limit an employee's right to refuse additional hours or to work on a public holiday if the request is unreasonable in accordance with the NES.
82. Where employees are directed to work additional hours, in lieu of any overtime payment, they will be entitled to Time Off In Lieu (TOIL) in accordance with clause 84 to 91 of this agreement.
83. The NTC will keep a record of additional hours worked for the purpose of calculating an employee's entitlement to TOIL.

## Time Off In Lieu

84. TOIL is provided by the NTC to ensure that employees are able to have sufficient rest after working additional hours.
85. TOIL will accrue in relation to all additional hours worked by an employee at the rate of one hour of TOIL for each additional hour worked.
86. An employee with TOIL credits should apply to take accrued TOIL as soon as practicable after it is accrued. The application must be approved by the employee's manager prior to the employee taking the accrued TOIL.
87. TOIL will, subject to operational requirements, be granted as soon as practicable after it is accrued, and this should be facilitated by an employee's manager.
88. An employee's manager may authorise an employee who has accrued TOIL credits to be absent from work during the employee's ordinary hours or agreed hours (as applicable) without deduction from pay.
89. An employee may only accumulate and bank a maximum TOIL credit equal to five days work at any given time. If an employee has banked five days of TOIL, the NTC may direct the employee to take a period of TOIL.
90. An employee may not accrue more than 10 days of TOIL over a 12-month period unless by mutual agreement between an employee and their manager, and by People & Culture or Executive approval.
91. Managers should provide opportunities for employees to use their accrued TOIL hours, particularly where the employee has resigned or has received notice of termination. Employees should also take all reasonable steps to use their TOIL hours. Where any TOIL hours are outstanding at the cessation of employment for any reason, these will be paid to the employee at the employee's ordinary time rate of pay as at the termination date.

## Flexible working arrangements

92. The NTC and its employees recognise:
  - 92.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 92.2 access to flexible work can support strategies to improve diversity in employment and leadership in the Commonwealth Public Service;
  - 92.3 access to flexible work supports Commonwealth Public Service capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

- 92.4 that flexibility applies to all roles in the NTC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- 92.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 93. The NTC is committed to engaging with employees to build a culture that supports flexible working arrangements across the NTC at all levels. This may include developing and implementing strategies through the NTC Staff Consultative Forum.
- 94. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

#### **Requesting formal flexible working arrangements**

- 95. The following provisions do not diminish an employee's entitlement under the NES.
- 96. An employee may make a request for a formal flexible working arrangement.
- 97. The request must:
  - 97.1 be in writing;
  - 97.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 97.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 98. The CEO must provide a written response to a request within 21 days of receiving the request.
- 99. The response must:
  - 99.1 state that the CEO approves the request and provide the relevant detail in clause 100; or
  - 99.2 if following discussion between the NTC and the employee, the NTC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 99.3 state that the CEO refuses the request and include the following matters;
    - 99.3.1 details of the reasons for the refusal; and
    - 99.3.2 set out the NTC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 99.3.3 either:
      - 99.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the NTC would be willing to make; or
      - 99.3.3.2 state that there are no such changes; and

99.3.3.3 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

100. Where the CEO approves the request this will form an arrangement between the NTC and the employee. Each arrangement must be in writing and set out:

100.1 any security and work health and safety requirements;

100.2 a review date (subject to clause 104); and

100.3 the cost of establishment (if any).

101. The CEO may refuse to approve the request only if:

101.1 the NTC has discussed the request with the employee; and

101.2 the NTC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

101.3 the NTC and the employee have not reached such an agreement; and

101.4 the NTC has had regard to the consequences of the refusal for the employee; and

101.5 the refusal is on reasonable business grounds.

102. Reasonable business grounds include, but are not limited to:

102.1 the new working arrangements requested would be too costly for the NTC;

102.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

102.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

102.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

102.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and

102.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

103. For First Nations employees, the NTC must consider connection to country and cultural obligation in responding to requests for altering the location of work.

104. Approved flexible working arrangements will be reviewed by the NTC and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

### **Varying, pausing or terminating flexible working arrangements**

105. An employee may request to vary an approved flexible working arrangement in accordance with clause 97. An employee may request to pause or terminate an approved flexible working arrangement.
106. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 108.
107. NTC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
108. Prior to varying, pausing or terminating the arrangement under clause 106, the NTC must have:
  - 108.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 108.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 108.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 108.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 108.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 99.3.

### **Working from home**

109. The NTC will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
110. The NTC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
111. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.
112. The NTC will provide employees with guidance on working from home safely.
113. Employees will not be required by the NTC to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the NTC will consider the circumstances of the employees and options to achieve work outcomes safely.

### **Ad-hoc arrangements**

114. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.



115. Employees should, where practicable, make the request in writing and provide as much notice as possible.
116. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 95 to 102.
117. The NTC should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
118. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the NTC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### **Altering span of hours**

119. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours. The NTC will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Range of locations of work**

#### **Working from home or other locations**

120. Employees are to undertake their duties principally at the registered address of the NTC, or at any other location that an employee and the NTC agree on.
121. An employee and their manager may agree to the employee working from home on either a temporary or intermittent basis in accordance with the relevant NTC Policy.

#### **Part-time work**

122. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
123. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

#### **Christmas Closedown**

124. NTC will be closed for normal business and employees will not be required to perform normal duties on the working days between Christmas and New Year's Day. Employees will be paid for the close down period based on their ordinary or agreed hours.

#### **Public holidays**

125. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- 125.1 1 January (New Year's Day);
  - 125.2 26 January (Australia Day);
  - 125.3 Good Friday and the following Monday;
  - 125.4 25 April (Anzac Day);
  - 125.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 125.6 25 December (Christmas Day);
  - 125.7 26 December (Boxing Day); and
  - 125.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the FW Act from counting as a public holiday.
126. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
127. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
128. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed.
129. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
130. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
131. If under a law of a State or Territory any Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 125.
132. Where an employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an alternative day off, to be taken at a time agreed with the CEO.

## Section 5: Leave

### Annual leave

- 133. Full-time employees are entitled to annual leave accruing at the rate of 20 days per year of service. Annual leave accrues daily and will be credited at least monthly. Annual leave for part-time employees is accrued on a pro rata basis.
- 134. Annual leave accrues from the commencement date of employment.
- 135. Annual leave entitlement accrues progressively during each year.
- 136. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 137. An employee may request leave at any time during the year. The time of taking leave is subject to the approval of the employee's direct manager (or delegate). Leave will not be unreasonably refused.
- 138. If an employee accrues unused annual leave in excess of 40 days, the NTC may with one month's notice, require the employee to take up to a quarter of that leave within a three month timeframe. The NTC will not direct an employee to take leave where the employee is able to demonstrate that special circumstances exist and the employee agrees to arrangements that will reduce the leave balance within an agreed timeframe.
- 139. On termination of employment from the NTC, an employee will be paid for annual leave accrued but untaken at the time of termination.

### Annual leave at half pay

- 140. On request by an employee, the NTC may agree at its absolute discretion to provide annual leave to an employee at half pay.
- 141. Where annual leave at half pay is approved, the amount deducted from the employee's accrued annual leave will also be halved. For example, where two weeks of annual leave at half pay is taken by an employee, only one week of annual leave will be deducted from the employee's accrued annual leave.

### Purchased leave

- 142. An employee who has completed their probationary period may apply to purchase either two or four weeks leave. Purchased leave will count for service for all purposes. The employee's salary for superannuation purposes is their salary adjusted by the relevant purchased leave arrangement. The granting of purchased leave applications is at the discretion of the NTC

subject to reasonable business requirements. For more information please refer to the relevant NTC Policy.

## **Personal/carer's leave**

143. For an on-going employee, 18 days personal/carer's leave will be credited upon the employee's commencement with NTC. After 12 months, the employee's leave will accrue daily, and be credited at least monthly.
144. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with NTC. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
145. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES
146. Leave at half pay may be approved by the CEO.
147. Employees may only take the leave:
  - 147.1 if unfit for work because of a personal illness, or a personal injury,
  - 147.2 to attend appointments with a registered health practitioner;
  - 147.3 to manage a chronic condition; and/or
  - 147.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
    - 147.4.1 of a personal illness or injury affecting the other person, or
    - 147.4.2 of an unexpected emergency affecting the other person.
148. A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 148.1 have a medical condition, including when they are in hospital;
  - 148.2 have a mental illness;
  - 148.3 have a disability;
  - 148.4 are frail or aged; and/or
  - 148.5 are a child, not limited to a child of the employee
149. Untaken leave accumulates indefinitely, but no payment for unused leave will be made to an employee upon cessation of their employment.

150. An employee must ensure that NTC has been advised of an absence including details of the expected duration of absence, due to personal illness/injury or carer's leave as soon as reasonably practicable.
151. Evidence may be requested after:
- 151.1 more than 3 consecutive days; and
  - 151.2 more than 8 days without evidence in a calendar year.
152. Acceptable evidence includes:
- 152.1 a certificate from a registered health practitioner;
  - 152.2 a statutory declaration; and
  - 152.3 another form of evidence approved by the CEO.
153. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
154. Entitlement to any additional day's leave under clause 156 in relation to that absence ceases unless the Employee complies with the request for reasonable evidence.
155. Where reasonable suspicion exists of a misuse of personal/carer's leave, the NTC may seek suitable evidence to support any future absences. In such circumstances, the NTC will provide in writing the reasons for the suspected misuse as well as details of the duration of time the employee is to provide suitable evidence to support any future absences.
156. An employee may be granted up to an additional five days paid leave in a calendar year if the employee:
- 156.1 has completed more than 12 months continuous service
  - 156.2 has exhausted all other forms of paid leave; and
  - 156.3 provides written advice from their medical practitioner certifying that the employee has a serious illness requiring hospital treatment or medical procedures that causes the Employee to be unfit for work.

### **Unpaid carer's leave**

157. If an employee has used all of their paid personal/carer's leave entitlement, the employee may take up to 2 days unpaid carer's leave on each occasion to care for or support a member of their family (including a member of their household) who requires the care or support due to illness, injury or an unexpected emergency affecting him or her. The same notification procedures regarding personal/carer's leave apply.

### **Leave without pay**

158. Employees may apply for leave without pay for a period of up to a maximum of 12 months upon completing one year of service.
159. The granting of leave without pay will be at the discretion of the NTC.

160. For more information please refer to the relevant NTC Policy.

### **Re-crediting of leave**

161. When an employee is on:

- 161.1 annual leave; or
- 161.2 purchased leave; or
- 161.3 defence reservist leave;
- 161.4 First Nations ceremonial leave;
- 161.5 NAIDOC leave;
- 161.6 cultural leave; or
- 161.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 161.8 personal/carer's leave; or
- 161.9 compassionate or bereavement leave; or
- 161.10 jury duty; or
- 161.11 emergency services leave; or
- 161.12 leave to attend to family and domestic violence circumstances; or
- 161.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

162. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

163. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

164. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

165. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause 161 of this agreement.

## **Cultural, ceremonial and NAIDOC leave**

### **NAIDOC leave**

- 166. First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.
- 167. NAIDOC leave can be taken in part days.

### **First Nations ceremonial leave**

- 168. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 169. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 170. First Nations ceremonial Leave can be taken as part days.
- 171. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 172. The CEO may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 173. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 174. Cultural leave can be taken as part days.
- 175. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 166 and 168.

## **Parental leave**

- 176. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months.
- 177. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 178. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as per the ML Act.

### Payment during parental leave

179. An employee is entitled to parental leave with pay as per clauses 181 and 182 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
180. Employees newly engaged or who have moved to NTC from another Commonwealth employer are eligible for the paid parental leave in clauses 181 and 182 where such paid leave had not already been provided by another Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer is less than the limits specified in clauses 181 and 182, the balance is available to the employee.
181. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks.
182. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 1** below.

*Table 1: Secondary caregivers – circumstances for paid parental leave*

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 17 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 18 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

### Flexibility

183. Parental Leave with pay provided under this agreement can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.



**Rate of payment**

184. During paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

**Half-pay option**

185. The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

**Adoption and long-term foster care**

186. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 186.1 is under 16 as at the day (or expected day) of placement;
  - 186.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 186.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
187. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

**Stillbirth**

188. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
189. A stillborn child is a child:
- 189.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - 189.2 who has not breathed since delivery; and
  - 189.3 whose heart has not beaten since delivery.

**Pregnancy loss leave**

190. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
191. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

## **Premature birth leave**

192. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

## **Compassionate leave**

193. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 193.1 a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 193.2 the employee or their spouse/partner has a miscarriage.
194. An employee may be asked to provide evidence to support their absences on compassionate leave.
195. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
196. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

197. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 197.1 a member of their family, household or someone they had a close personal relationship with dies; or
  - 197.2 a child is stillborn, where the child was a member of their family or household.
198. An employee may be asked to provide evidence to support their absences on bereavement leave.
199. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
200. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

201. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 201.1 the time engaged in the activity;

- 201.2 reasonable travelling time; and
- 201.3 reasonable recovery time.
- 202. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The CEO may provide additional emergency response leave with pay.
- 203. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 204. Paid leave may be refused where the employee's role is essential to the NTC's response to the emergency.
- 205. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 206. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 207. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

- 208. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 209. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
- 210. For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 211. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 212. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the NTC for the period of absence. This will be administered in accordance with the overpayments clause.

### **Defence reservist leave**

- 213. The CEO will give an employee leave with or without pay to undertake:
  - 213.1 Australian Defence Force (ADF) Reserve continuous full-time service (CFTS); and
  - 213.2 Cadet Force obligations.
- 214. An employee who is a Defence Reservist can take leave with pay for:
  - 214.1 up to 4 weeks (20 days) in each financial year; and
  - 214.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service.
- 215. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

216. An employee who is an officer or instructor in a Cadet Force can get paid leave up to 3 weeks in each financial year to perform their duties. Cadet Force means:
- 216.1 the Australian Navy Cadets;
  - 216.2 Australian Army Cadets; and
  - 216.3 Australian Air Force Cadets.
217. In addition to the entitlement at clause 214, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
218. Paid defence reservist leave counts for service.
219. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
220. Unpaid leave taken over 6 months counts as service, except for annual leave.
221. An employee will not need to pay their tax free ADF Reserve salary to the NTC for any reason.

### **Defence service sick leave**

222. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 222.1 war-like service; or
  - 222.2 non-war like service.
223. An eligible employee can get 2 credits:
- 223.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 223.1.1 they start employment with the NTC; or
    - 223.1.2 DVA certifies the condition.
  - 223.2 an annual credit of 3 weeks (15 days) defence service sick leave.
224. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
225. Unused annual credits can be built up to 9 weeks.
226. An employee cannot use annual credits until the initial credit is exhausted.
227. Defence service sick leave is paid and counts as service for all purposes.

**Leave to attend proceedings**

- 228. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 229. An employee who is not covered under clause 228 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the NTC.
- 230. An employee may otherwise be granted paid or unpaid leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason.
- 231. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 6: Employee support and workplace culture

### Blood donation

- 232. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 233. The employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### Vaccinations

- 234. The NTC will offer annual influenza vaccinations at no cost to all employees.
- 235. Where the NTC requires an employee performing a roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

- 236. Employees, their spouses or partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the NTC and will be accessible on paid time.

### Respect at work

#### Principles

- 237. The NTC values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The NTC recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 238. The NTC recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### Consultation

- 239. The NTC will consult with employees and their representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## Family and domestic violence support

- 240. The NTC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 241. The NTC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 242. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 243. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 243.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 243.2 providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 243.3 providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 243.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 243.5 accessing alternative accommodation;
  - 243.6 accessing police services;
  - 243.7 attending court hearings;
  - 243.8 attending counselling; and
  - 243.9 attending appointments with medical, financial or legal professionals.
- 244. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 245. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 246. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 247. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 248. Evidence may be requested to support the NTC in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the NTC will require, unless the employee chooses to provide another form of evidence.

- 249. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 250. The NTC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NTC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NTC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 251. Where the NTC needs to disclose confidential information for purposes identified in clause 250, where it is possible the NTC will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 252. The NTC will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 253. Other available support may include, but is not limited to, flexible working arrangements, additional access to the Employee Assistance Program, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 254. The NTC will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 255. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the NTC**

- 256. The NTC understands that procedural fairness is essential in building and maintaining trust with its employees, and that it requires fair and impartial processes for employees affected by Commonwealth-wide or NTC decisions.
- 257. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the NTC Code of Conduct.
- 258. Employees can, during their ordinary work hours, take time to:
  - 258.1 access ethics advisory services provided by a professional association such as a law society or in the NTC; and
  - 258.2 attend NTC mandated training about integrity.



## **First Nations cultural competency training**

- 259. The CEO will take reasonable steps to ensure all substantive, ongoing executive employees employed at the commencement of this agreement or any new substantive, ongoing executive employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 260. Any new substantive, ongoing executive employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

- 261. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 262. The NTC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 2643. In considering whether a space is appropriate, an agency should consider whether:
  - 262.1 there is access to refrigeration;
  - 262.2 the space is lockable; and
  - 262.3 there are facilities needed for expressing such as appropriate seating.
- 263. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 264. The NTC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 265. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 266. Further information is available in policy.

## **Disaster support**

- 267. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.

268. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
269. In consider what period of leave is appropriate, the CEO will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

## Section 7: Performance and development

### Performance management

270. Employees who have completed their probationary period must participate in the NTC's Performance System. The performance cycle runs from 1 July to 30 June each year. Further information is in the relevant NTC policy.
271. The objectives of the NTC Performance System are to:
- 271.1 support the achievement of the NTC's Corporate Plan and Work Program;
  - 271.2 recognise and reward employees for their performance and achievements at work;
  - 271.3 support the ongoing learning needs of employees;
  - 271.4 provide a "no surprises" transparent and consistent process for rating employee performance;
  - 271.5 provide a tool for driving cultural change;
  - 271.6 reinforce NTC values and behavioural standards and expectations;
  - 271.7 encourage reciprocal honest and constructive dialogue about performance and development between employees and their managers;
  - 271.8 facilitate and support the professional development of employees consistent with the strategic direction of the NTC;
  - 271.9 effectively identify and manage underperformance.
272. The following performance categories will be used to assess an employee's performance:
- 272.1 Unsatisfactory
  - 272.2 Met Expectations
  - 272.3 Above Expectations
  - 272.4 Exceptional
273. Following the annual end of year performance review, the manager will rate the employee's performance as achieving one of the categories listed under clause 272
274. Employees may be eligible for a performance-based salary increase depending on their individual performance rating outcome in accordance with clause 273.
275. Further information is in the relevant NTC policy.

### Managing underperformance

276. Where an employee's work performance is assessed as "unsatisfactory" (at any time throughout the performance cycle), the direct manager will advise the employee of this in writing.
277. The employee will have five working days to comment on the written notice.

278. Following the employee's response, and subject to 279 and 280, the employee's performance will be assessed following an interim assessment period of six weeks and following a final assessment period of another seven weeks (13 weeks in total).
279. If an employee is unable to demonstrate a capacity to deliver at a standard of performance that has at least "Met expectations" at the interim assessment, the assessment period may be terminated.
280. At the end of the assessment period:
- 280.1 if the employee's performance is assessed as "Met expectations" or better, the normal performance management cycle will resume.
  - 280.2 if the employee's performance is assessed as "Unsatisfactory", the CEO may issue a notice of intention to:
    - 280.2.1 terminate the employment of the employee;
    - 280.2.2 assign the employee to other duties, either at the same level or a lower level within the NTC if it is determined that the employee is capable of performing those duties, or
    - 280.2.3 take other action that may be appropriate.
  - 280.3 The employee will have five working days to make representations as to why the proposed action should not be taken.
  - 280.4 At the end of the five working days, the CEO may issue notice of their decision about the action to be taken in relation to the employee.
281. Further information is in the relevant NTC policy.

## Performance reward

282. An employee is entitled to a performance-based increase on 1 July each year depending on the outcome of the employee's performance rating for the previous 12 months in accordance with the following table:

Performance rating	Performance increase (% of base salary)
Unsatisfactory	0%
Met expectations	0%-2.0%
Above expectations	2.1-3.0%
Exceptional	3.1-5.0%

283. For a definition of each performance rating term listed at clause 282, employees should refer to the relevant NTC policy. Any changes to the definition of these terms in accordance with the relevant NTC Policy will require the approval of staff via the Staff Consultative Forum and the CEO.
284. The amount of employees that can be awarded an 'Exceptional' rating will be limited to 12% of employees in any given 12 month period.

285. Eligibility for a performance increase is limited to employees who have completed a minimum of six months of employment during the performance cycle, inclusive of a probationary period, and will be applied on a pro-rata basis.
286. Any performance-based increase that is payable to an employee in accordance with this clause will be applied as an increase to an employee's salary, subject to the upper band salary limit contained in Attachment A.

## **Workloads**

287. The NTC recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
288. When determining workloads for an employee or group of employees, the NTC will consider the need for employees to strike a balance between their work and personal life.
289. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the NTC and employee(s) together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Study assistance**

290. The NTC will provide the following financial support to employees for any higher professional qualification that it approves (including tertiary and HECS-HELP courses):
- 290.1 Contribution of up to 50% of course fees to a maximum limit of \$3,300 per calendar year.
  - 290.2 Up to five days paid study leave per calendar year to attend examinations, course work and lectures, subject to approval by the manager.
291. For more information please refer to the relevant NTC policy.

## **Professional qualifications, professional memberships and accreditation**

292. Where the NTC requires an employee to maintain a professional membership or accreditation for the purposes of fulfilling their role in the organisation, the NTC and the employee will make appropriate arrangements to cover the cost and time to undertake the professional membership or accreditation.

## Section 8: Travel and location-based conditions

### Travel

293. Travel for work purposes should be undertaken during an employee's ordinary hours, agreed hours (if applicable), or flexible working arrangement hours (if applicable) unless otherwise agreed between the employee and their manager.
294. Where time spent in work related travel, together with an employee's ordinary hours or agreed hours (as applicable), amounts to more than 10 hours in one day, all hours in excess of ordinary hours will be considered additional hours and accrue TOIL credits in accordance with clause 85 of this agreement subject to the following:
- 294.1 in the case of employees undertaking travel involving an overnight stay, TOIL will not accrue in respect of travel between the employee's accommodation and their work destination;
  - 294.2 in the case of air travel, TOIL, if applicable, will begin to accrue in relation to work related travel 30 minutes prior to the flight's departure and will cease accruing 30 minutes after the flight's arrival at its destination.

### Work related travel expenses

295. Employees are entitled to reimbursement of the reasonable costs of travel and incidental expenses they incur in carrying out their duties subject to submission of receipts to the NTC.
296. Where an employee requests pre-payment of reasonable out-of-pocket expenses, the NTC will pay the employee subject to:
- 296.1 arrangements having been made for NTC to pre-pay booked expenses, such as accommodation; and
  - 296.2 within a reasonable period upon return from travel, the employee submitting receipts for all expenses and returning any unspent payment to the NTC.

### Relocation assistance

297. Where an existing employee is required to relocate at the request of the NTC (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
298. Where an employee is required to relocate on engagement with the NTC, the employee will be provided with financial relocation assistance.
299. Reasonable expenses associated with the relocation include:

- 299.1 the cost of transport of the employee, dependants and partner by the most economical means;
  - 299.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 299.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 299.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the Australian Public Service Enterprise Award 2015.
300. Additional relocation assistance may be considered by CEO discretion.

## Section 9: Consultation, representation and dispute resolution

### Consultation

#### Principles

- 301. Genuine and effective consultation with employees and their representatives, taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 302. The NTC recognises:
  - 302.1 the importance of inclusive and respectful consultative arrangements;
  - 302.2 employees and their representatives should have a genuine opportunity to influence decisions;
  - 302.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 302.4 consultation with employees and their representatives on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 302.5 the benefits of employee and union involvement and the right of employees to be represented by a union.
- 303. Genuine and effective consultation involves:
  - 303.1 providing employees and their representatives with a genuine opportunity to influence the decision prior to a decision being made;
  - 303.2 providing all relevant information to employees and their representatives in a timely manner to support consideration of the issues;
  - 303.3 considering feedback from employees and their representatives in the decision-making process; and
  - 303.4 advising employees and their representatives of the outcome of the process, including how their feedback was considered in the decision-making process.

#### When consultation is required

- 304. Consultation is required in relation to:
  - 304.1 changes to work practices which materially alter how an employee carries out their work;
  - 304.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);



- 304.3 major change that is likely to have a significant effect on employees;
  - 304.4 implementation of decisions that significantly affect employees;
  - 304.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 304.6 other workplace matters that are likely to significantly or materially impact employees.
305. The NTC, employees and their representatives recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of NTC. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

**Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees**

306. This clause applies if the NTC:
- 306.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 306.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Representation**

307. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
308. The NTC must recognise the representative if:
- 308.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 308.2 the employee or employees advise the employer of the identity of the representative.

**Major change**

309. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 309.1 the termination of the employment of employees; or
  - 309.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 309.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 309.4 the alteration of hours of work; or
  - 309.5 the need to retrain employees; or

- 309.6 the need to relocate employees to another workplace; or
- 309.7 the restructuring of jobs.
- 310. The following additional consultation requirements in clause 311 to 317 apply to a proposal to introduce a major change referred to in clause 304.3.
- 311. Consultation with employees and any relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 305.
- 312. Where practicable, a NTC change manager or a primary point of contact will be appointed and their details provided to employees and any relevant union(s) and/or their recognised representatives.
- 313. The NTC must notify employees and any relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 314. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 305, the NTC must:
  - 314.1 discuss with affected employees and any relevant union(s) and/or other recognised representatives:
    - 314.1.1 the proposed change;
      - 314.1.1.1 the effect the proposed change is likely to have on the employees; and
      - 314.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 314.1.2 for the purposes of the discussion – provide, in writing, to employees and any relevant union(s) and/or other recognised representatives:
      - 314.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
      - 314.1.2.2 information about the expected effects of the proposed change on the employees; and
      - 314.1.2.3 any other matters likely to affect the employees.
- 315. The NTC must give prompt and genuine consideration to matters raised about the major change by employees and any relevant union(s) and/or other recognised representatives.
- 316. However, the NTC is not required to disclose confidential or commercially sensitive information to employees and any relevant union(s) and/or other recognised representatives.
- 317. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the NTC, the requirements set out in clauses 311 to 315 are taken not to apply.

#### **Change to regular roster or ordinary hours of work**

- 318. The following additional consultation requirements in clause 319 to 322 apply to a proposal to introduce a change referred to in clause 304.5.

319. The NTC must notify affected employees and any relevant union(s) and/or other recognised representatives of the proposed change.
320. As soon as practicable after proposing to introduce the change, the NTC must:
- 320.1 discuss with employees and any relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 320.2 for the purposes of the discussion – provide to the employees and any relevant union(s) and/or other recognised representatives:
    - 320.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 320.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 320.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 320.3 invite employees and any relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
321. However, the NTC is not required to disclose confidential or commercially sensitive information to the relevant employees and any relevant union(s) and/or other recognised representatives.
322. The NTC must give prompt and genuine consideration to matters raised about the proposed change by the employees and any relevant union(s) and/or other recognised representatives.

#### **Interaction with emergency management activities**

323. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

#### **Staff consultative forum**

324. A Staff Consultative Forum has been established to facilitate discussion between the NTC and employees regarding the operation of the Agreement and workplace relations matters at the NTC.
325. The Staff Consultative Forum will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

#### **Dispute resolution**

326. If a dispute relates to:
- 326.1 a matter arising under the agreement; or
  - 326.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

- 327. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 328. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 329. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 330. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 329 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 331. The Fair Work Commission may deal with the dispute in 2 stages:
  - 331.1 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
  - 331.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 331.2.1 arbitrate the dispute; and
    - 331.2.2 make a determination that is binding on the parties.

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

- 332. While the parties are attempting to resolve the dispute using the procedures in this term:
  - 332.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NTC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 332.2 subject to 333.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 332.2.1 the work is not safe; or

332.2.2 applicable work health and safety legislation would not permit the work to be performed; or

332.2.3 the work is not appropriate for the employee to perform; or

332.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

333. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

334. Any disputes arising under NTC Amendment Determination 2022/01 and the NTC Enterprise Agreement 2015-2018 or the National Employment Standards that were formally notified under clause 10 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

#### **Leave of absence to attend proceedings**

335. Where the provisions of 326 to 330 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 327, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 330.

#### **Delegates' rights**

336. Union delegates can play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

337. The role of union delegates is to be respected and supported.

338. The NTC and any union delegates will work together respectfully and collaboratively.

#### **Supporting the role of union delegates**

339. The NTC respects the role of union delegates to:

339.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;

339.2 consult with other delegates and union officials, and get advice and assistance from union officials;

339.3 represent the interests of members to the employer and industrial tribunals; and

339.4 represent members at relevant union forums, consultative committees or bargaining.

340. The NTC and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
341. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
342. To support the role of union delegates, the NTC will, subject to legislative and operational requirements, including privacy and security requirements:
- 342.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 342.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 342.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications.
  - 342.4 provide access to new employees as part of induction; and
  - 342.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
343. Where NTC employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or NTC before speaking publicly in that capacity, subject to the NTC Code of Conduct and legislative requirements.

## Section 10: Separation and retention

### Resignation

- 344. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 345. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 346. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Redeployment, retraining, redundancy

#### Redundancy

- 347. A position may be redundant in such circumstances as (but not limited to):
  - 347.1 a position being deemed by the NTC to be in excess of its operational requirements (for operational reasons);
  - 347.2 the position is no longer required due to the introduction of workplace change (including technology changes); or
  - 347.3 changes resulting from a review and subsequent restructure of functions within the organisation (including the position[s] being transferred to a different locality).
- 348. For the purpose of consultation, redundancy is considered to be a significant workplace change and as such clause 309 (Major change) of this agreement will apply. The following consultation shall occur, as a minimum, in relation to a proposed redundancy:
  - 348.1 The NTC will hold discussions with employees directly affected by the proposed redundancy, and any chosen employee representatives, as soon as possible after the NTC has determined that the positions are to be made redundant.
  - 348.2 The nature of the discussions will be to consult on redeployment opportunities, the potential number of terminations resulting from the redundancy, the categories of Employees affected and, if applicable, any measures that may minimise the number of terminations.
- 349. An employee whose employment is terminated on account of redundancy ("Retrenchment") shall be provided advice in writing of the pending retrenchment including the exit date and estimate of final payment.

350. The NTC may elect to make payment in lieu of notice in place of the employee working through the notice period.
351. In addition to any payment the employee may be entitled to under clause 350, the NTC must make a severance payment to the employee of the following pro rata amounts of their total remuneration:

Period of continuous service	Amount of severance pay
1 year or less	2 weeks
1 year and up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	6 weeks
3 years and up to the completion of 4 years	7 weeks
4 years and over	2 weeks for each year of service up to a maximum of 24 years of service (48 weeks)

352. The payments in clause 351 will not apply if the NTC or another employer in a transfer of business situation offers the Employee alternative employment on terms that are substantially similar to, and, considered on an overall basis, no less favourable than, the terms that applied to the job that is no longer to be done by anyone, and the employee rejects the offer.
353. If the NTC terminates an employee's employment under clause 347, it will offer the employee career transition services as provided for in clause 359.

### Redeployment

354. The NTC will provide an employee whose position has been made redundant an opportunity to be considered for an alternative position(s) within the organisation during the consultation period provided for in clause 348. redeployment may be to either a role that is considered on an overall basis to be a "suitable alternative position" or an "alternative position".
355. A "suitable alternative position" means a position that on an overall basis draws upon the employee's skills, competencies, behaviours and experience without diminishing work capacity, status, income or equivalent career progression. This could also include a position where an employee, with up to three months training will have the skills and competencies to undertake the position.
356. An "alternative position" means any position that the NTC offers and the employee elects to accept and is not limited to a "suitable alternative position" and will have the skills and competencies to do so with reasonable training.
357. Where an alternative position is paid at a lower classification level, the employee shall continue to receive her/his existing salary (including existing penalties and/or allowances) for a period of 12 months from the date of transfer. After 12 months, his/her salary will revert to



the lower classification level, should he/she remain in the alternative position or any subsequent alternative position.

358. Should the NTC require an employee to move his/her household to a new locality as a consequence of redeployment within the NTC the employee will be reimbursed for reasonable expenses incurred from the move. Payment of these expenses will be mutually agreed to prior to the redeployment being finalised.

#### **Career transition services**

359. In the case of retrenchment under clause 348, the NTC will, at the employee's request, provide the affected employee career transition services from a suitably qualified and independent provider to a maximum of \$2,500. Career transition services will include:

359.1.1 resume preparation

359.1.2 career counselling

359.1.3 interview skills, and

359.1.4 job search.

360. An employee will be provided with paid leave to attend career transition activities and/or interviews for alternative employment during the notice period served by an employee before their employment is terminated on the grounds of redundancy.

#### **Exclusion of employees who have not completed probation**

361. Employees in their probationary period are excluded from the provisions laid out in clause 347 to 360 and will be entitled to notice in accordance with the FW Act.

## Attachment A – Base salaries

Classification	Pay point	19 February 2024	19 February 2025	19 February 2026
		Increase applied	Increase applied	Increase applied
		4.0%	3.8%	3.4%
Principal Policy Advisor	Min	126,500	131,307	135,771
	Max	169,536	175,979	181,962
Manager Corporate	Min	97,810	101,527	104,979
	Max	149,975	155,674	160,967
Senior Policy Analyst/Advisor	Min	93,896	97,464	100,778
	Max	127,367	132,207	136,702
Policy Analyst/Advisor	Min	74,334	77,158	79,782
	Max	92,593	96,111	99,379
Executive Assistance/Administrator	Min	59,989	62,268	64,386
	Max	76,942	79,866	82,581
Project/Administration Assistant	Min	52,860 *	54,869	56,734
	Max	54,231	56,292	58,206

\*Note: For the purposes of determining this rate the 4% increase is applied to the minimum annual pay rate for AG level 1 (based on a 38 hour week) under the *Australian Government Industry Award 2016*

## FORMAL ACCEPTANCE OF AGREEMENT AND SIGNATORIES

### Employer:

Signed for, and on behalf of, the National Transport Commission by the Chief Executive and Commissioner:

Signed



Full name Michael Hopkins

Employer National Transport Commission

Address Level 3, 600 Bourke Street, Melbourne VIC 3000

### Employee:

Signed by a representative of the employees covered by National Transport Commission (NTC) Enterprise Agreement 2024-2027

Signed



Full name Stephen Bouchier

Address (Work address) Level 3, 600 Bourke Street, Melbourne VIC 3000

### Employee:

Signed by a representative of the employees covered by National Transport Commission (NTC) Enterprise Agreement 2024-2027

Signed



Full name Brett Brooks

Address (Work address) Level 3, 600 Bourke Street, Melbourne VIC 3000

**Employee:**

Signed by a representative of the employees covered by National Transport Commission (NTC) Enterprise Agreement 2024-2027

Signed



Full name Sherrann Ross

Address (Work address) Level 3, 600 Bourke Street, Melbourne VIC 3000

3 April 2024

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/736

Applicant: National Transport Commission

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Michael Hopkins, CEO & Commissioner, have the authority given to me by the National Transport Commission to give the following undertakings with respect to the *National Transport Commission (NTC) Enterprise Agreement 2024-2027* ("the Agreement"):

1. An employee engaged as a part-time employee within the meaning of clause 16 of the Agreement will be engaged pursuant to a part-time work agreement which specifies:
  - a) the prescribed weekly hours of duty; and
  - b) the pattern of hours worked including starting and finishing times, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
2. For clause 78 of the Agreement, "Additional hours" will also include clause 78.5 - hours worked by an employee "outside the prescribed weekly pattern of hours agreed pursuant to undertaking 1".

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.




**Michael Hopkins**


Chief Executive Officer and Commissioner

Date: 03 April 2024

**National Transport Commission**

Level 3, 600 Bourke Street  
Melbourne VIC 3000

 (03) 9236 5000

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