




2020 - 2024

NAATI ENTERPRISE AGREEMENT

2020 - 2024

NATIONAL ACCREDITATION AUTHORITY FOR TRANSLATORS &
INTERPRETERS LIMITED (NAATI)

NATIONAL OFFICE
PO Box 223 Deakin West ACT 2600



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1 TITLE

- 1.1 This Enterprise Agreement will be known as the 'NAATI Enterprise Agreement - 2020 - 2024'.

2 COVERAGE

2.1 This Agreement covers:

- (a) The National Accreditation Authority for Translators and Interpreters Ltd., (ABN 42 008 596 996) ('NAATI'); and
- (b) persons employed by the Employer in the following classifications:
 - (i) NAATI Band 1
 - (ii) NAATI Band 2
 - (iii) NAATI Band 3
 - (iv) NAATI Band 4
 - (v) NAATI Band 5

3 DEFINITIONS

3.1 In this Agreement, unless the context otherwise requires:

Act means the *Fair Work Act 2009* (Cth) and any amendments;

Agreement means this NAATI Enterprise Agreement 2020 - 2024;

Award means the Clerks Private Sector Award 2010;

Casual Employee means an Employee engaged by the hour or by the day;

CEO means the Chief Executive Officer;

Employee means a person employed by the Employer under one of the classifications at clause 2;

Employer means National Accreditation Authority for Translators and Interpreters Ltd., (ABN 42 008 596 996) or its representative as the context dictates;

Full-time Employee means an Employee who works 37.5 Ordinary Hours per week;

FWC means the Fair Work Commission or such entity as replaces it;

Immediate Family means:

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

Operational Hours 7:30 am to 6.30 pm Monday to Friday;

Ordinary Hours means the normal hours worked within the Operational Hours bandwidth that the Employee works on a regular basis;

NES means the National Employment Standards under the Act;

Part-time Employee means an Employee who works less than 37.5 hours per week;

Rate of Pay means the annual salary applicable to the Employee's substantive classification and level as set out at Schedule 1;

4 OPERATION AND EXCLUSION OF AWARDS

- 4.1 The Agreement comes into operation 7-days after the Agreement is approved by the FWC.
- 4.2 The Agreement applies in addition to any other terms and conditions of employment.
- 4.3 The Award and any other modern award do not apply to the Employee in relation to their employment at a time when the Agreement applies to the Employee.

5 NOMINAL EXPIRY DATE

- 5.1 The nominal expiry date of this Agreement is the fourth anniversary of the date on which this Agreement is approved by the FWC. The Agreement will continue to operate after the nominal expiry date until it is replaced with another agreement or terminated under the Act.

6 EMPLOYMENT

- 6.1 The Employee is employed in accordance with the terms and conditions of this Agreement.
- 6.2 The Employee will be engaged on either a full-time, part-time or casual basis. At the time of engagement, the Employer will advise the Employee of the following in writing:
 - (a) the term of the employment;
 - (b) the type of employment of the Employee (i.e. full-time, part-time or casual);
 - (c) the Employee's classification Band and Level within the Band; and
 - (d) the Employee's working hours.

7 CLASSIFICATIONS

- 7.1 Employees covered by this Agreement will be classified according to the NAATI classification structure as defined in this clause. An Employee will be classified according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of the role as determined by NAATI.
- 7.2 A NAATI Band 1 Employee is an Employee whose position is predominately administrative in nature and works under supervision and/ or where complexity and discretion are relatively low.
- 7.3 A NAATI Band 2 Employee is an Employee whose position generally involves implementing or applying administrative processes within existing policy and procedure parameters. These positions generally report to a supervisor at Band 3 or Band 4 level.
- 7.4 A NAATI Band 3 Employee is an Employee that works with a degree of autonomy in either a supervisory or technical role. These roles will deal with complex operations, administrative and/ or policy functions and engage with various external stakeholders. These roles require very good coordination and communications skills as they are often required to work across organisation teams to achieve their objectives.
- 7.5 A NAATI Band 4 Employee is an Employee with management responsibilities for either a broad operational, policy or technical function. These roles have influence at a national level for their respective functional area/s and along with Band 5 Employees, comprise the NAATI Management Group. These roles require superior communication and negotiation skills in order to manage diverse stakeholders and complex issues. These roles will exercise financial and

operation delegations relevant to their area/s of responsibility.

- 7.6 A NAATI Band 5 Employee is an Employee with Senior Executive management responsibilities that reports to the CEO. These positions have performance accountability for a complex business function/s at a national level as well as corporate leadership responsibility. All Band 5 positions are part of the Senior Executive Leadership Team and therefore required to demonstrate collegiate leadership. These positions exercise significant delegations of authority.

8 PROGRESSION WITHIN NAATI BANDS

- 8.1 Within each of the five NAATI Classification Bands there are several Rate of Pay levels. Roles at each classification may either encompass the full range of Rate of Pay levels or a subset of those levels. The range of Rate of Pay levels applicable to each role will be set as part of the process to determine classification.
- 8.2 There is scope for performance-based progression within each Classification Band. Performance reviews will take into account both the achievement of goals and/or outputs and the manner in which they were achieved. The 'manner in which they were achieved' refers to the Employee's behaviour and leadership in relation to the NAATI Values and Behaviours.
- 8.3 In order for an Employee to progress to the next Rate of Pay level within their Band an Employee:
- (a) Must not be at the maximum Rate of Pay level applicable for their role; and
 - (b) Must have been performing the role for at least nine months over the previous 12-month assessment period; and
 - (c) Must have achieved a high level of performance as evidenced by a final moderated end of cycle performance rating of 4 – Above Expectations, or 5 – Exceptional against both the achievement of goals and outputs and the manner in which they were achieved.
- 8.4 Where progression to the next Rate of Pay level is approved it will come into effect on the first day of the next full pay period in August following the relevant performance cycle. Once an Employee reaches the highest Rate of Pay level in their Band the above progression provisions cease to apply.
- 8.5 Nothing in this clause is intended to limit the Employer's discretion to advance an Employee more than one Rate of Pay level for outstanding performance or promote an Employee to a position in a higher Band.

9 FLEXIBILITY

- 9.1 The Employer and Employee covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when or where work is performed;
 - (ii) rate of pay;
 - (iii) overtime rates;
 - (iv) penalty rates;
 - (v) allowances;
 - (vi) leave loading.
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.

- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under the Act;
 - (b) are not unlawful terms under the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (i) includes the names of the Employer and Employee;
 - (ii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (b) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - (c) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no less than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing - at any time.

10 CONSULTATION

- 10.1 This clause applies if:
- (a) the Employer has made a definite decision 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 Employees; or
 - (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

Major Change

- 10.2 For a major change referred to in paragraph 10.1(a):
- (a) The Employer must notify the Relevant Employees of the decision to introduce the major change: and
 - (b) Subclauses 10.3 to 10.9 apply.
- 10.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

- 10.5 As soon as reasonably practicable after making its decision, the Employer must
- (a) discuss with the Relevant Employees:
 - (b) the introduction of the change; and
 - (c) the effect the change is likely to have on the Employees; and
 - (d) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (e) for the purposes of the discussion - provide to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 10.8 If a term of this Agreement provides for a major change to production, program, organisation structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in paragraph 10.1(b):
- (a) The Employer must notify the relevant Employees of the proposed change; and
 - (b) Subclauses 10.11 to 10.15 apply.
- 10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 10.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) Discuss with the relevant Employees the introduction of the change; and
 - (b) For the purposes of the discussion – provide to the relevant Employees:

- (i) All relevant information about the change, including the nature of the change; and
- (ii) Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (iii) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

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

10.16 In this clause, 'Relevant Employees' means the Employees who may be affected by the major change.

11 STAFF CONSULTATION FORUM

11.1 NAATI will facilitate a regular staff consultative forum which will provide for regular consultation between Employees and management on workplace issues. Through the operation of the staff consultation forum, NAATI managers and Employees will work to:

- (a) improve the effectiveness of decision-making processes;
- (b) improve communication throughout the organisation; and
- (c) support the objectives of this Agreement.

12 RATE OF PAY

12.1 Employees will transition from the Classification Level the Employee was on immediately prior to the commencement of this Agreement, to the relevant Classification Level in accordance with Schedule 1(b) with effect on the first full pay cycle following the commencement of this Agreement.

12.2 Employees will be paid the applicable annual Rate of Pay in Schedule 1(a). The increases will come into effect on the first full pay period after 1 July each year.

12.3 Part-time Employees will be paid on a pro-rata basis (that is as a proportion of full-time equivalent) according to their contracted hours at the applicable Rate of Pay band level and classification.

12.4 Casual Employees will be paid for all ordinary time worked at an hourly rate derived by identifying the appropriate Rate of Pay band level and classification for the Employee and dividing that amount by 52 and then 37.5, plus a 25% loading in lieu of paid leave entitlements and other matters of this Agreement from which Casuals are excluded from as detailed in Schedule 2 of this Agreement.

13 PAYMENT ARRANGEMENTS

13.1 The Employer will pay the Employee accrued salary fortnightly in arrears.

13.2 The Employer may at any time and at its sole discretion, change the payment dates. The Employer must give the Employees at least 4 weeks' notice in writing of any long-term change. In the event of such a change, the Employees will not be entitled to any additional salary or compensation

13.3 All salary and other payments will be paid to the Employee by being deposited into a bank account of the Employee's choice by electronic funds transfer.

14 SUPERANNUATION

- 14.1 Compulsory Employer Superannuation contributions will be paid to a complying fund nominated by the Employee as required by law. If the Employee does not choose a superannuation fund, contributions will be paid into the default superannuation fund, Australian Super.

15 HOURS GENERALLY

- 15.1 The Employee will not be required to work for more than 5 consecutive hours without a meal break of at least 30 minutes.
- 15.2 Employees classified up to and including NAATI Band 3 must keep records of their actual working hours including any additional hours and breaks. These records are the property of the Employer. The required method of recording these hours may be varied from time to time by the Employer.

16 FLEXIBLE WORKING SYSTEM

- 16.1 An Employee, up to and including NAATI Band 3 will accrue flexible working hours for the time worked within Operational Hours that are beyond their Ordinary Hours (Flex Hours).
- 16.2 Flex Hours may be taken at a time mutually agreed between the Employer and the Employee (or, failing agreement, as directed by the Employer).
- 16.3 An Employee can accrue up to a maximum of 15 Flex Hours at any time and maintain an on-going balance between 15 hours debit and 15 hours credit indefinitely.
- 16.4 Any hours in excess of 15 hours credit at the end of the settlement period will be forfeited.
- 16.5 Any hours in excess of 15 hours debit will be deducted from the Employees fortnightly pay.
- 16.6 To avoid doubt, the Employee will accrue Flex Hours instead of receiving additional payment for the time worked.
- 16.7 An Employee's supervisor may limit an Employee's access to flexible working hours where there is insufficient work to support the Employee working additional hours.
- 16.8 A supervisor may direct an Employee to work Ordinary Hours of attendance where an Employee fails to maintain a satisfactory pattern of attendance, or misuses Flex-Hours provisions.

17 OVERTIME & TIME OFF IN LIEU (TOIL)

- 17.1 This clause applies to Employee's classified up to and including NAATI Band 3.
- 17.2 All reasonable additional hours worked in accordance with this clause must be approved by the Employee's supervisor prior to the hours being worked. An Employee may refuse to work additional hours if they are unreasonable, consistent with Part 2.2, Division 3 (the National Employment Standards) of the Fair Work Act 2009.
- 17.3 Where an Employee is directed to perform reasonable additional hours, they will either be provided:
- (a) TOIL or
 - (b) paid overtime,
- for hours worked outside Operational Hours and/or hours that are in excess of 75

hours per fortnight.

- 17.4 Where an Employee has an accrued balance of 37.5 TOIL hours, the default compensation for any further reasonable additional hours will be paid overtime. Subject to operational requirements, the Employer may agree to a request from the Employee to accrue excess TOIL hours in lieu of paid overtime. The Employer will not exert undue influence or pressure on an Employee to make a TOIL request in accordance with this sub-clause.
- 17.5 The minimum number of reasonable additional hours to be recorded as hours worked or paid as overtime will be:
- (a) 3 hours where an Employee is required to return to work after finishing their Ordinary Hours and leaving the workplace on a normal workday. This subsection does not apply to directed reasonable additional hours that is continuous with an Employee's Ordinary Hours inclusive of any meal break of up to 1-hour duration;
 - (b) 3 hours where an Employee is required to work reasonable additional hours on a Saturday;
 - (c) 4 hours where an Employee is required to work reasonable additional hours on a Sunday or Public Holiday.
- Provided the Employee is ready, willing and available to work the minimum stated hours. An Employee will not be required to work the minimum number of reasonable additional hours as detailed in this clause unless there is sufficient work to justify those hours.
- 17.6 TOIL of overtime is to be taken subject to approval by the Employee's supervisor within a reasonable period after performing reasonable additional hours.
- 17.7 NAATI may direct an Employee to take TOIL on a defined day or within a defined period.
- 17.8 Where accrued TOIL is unable to be taken due to operational requirements, NAATI may pay the Employee at the applicable overtime rate in lieu of the Employee being granted time off.
- 17.9 An Employee, up to and including NAATI Band 3, directed to perform reasonable additional hours within Operational Hours will have those hours treated as Flex in accordance with clause 16.

Part-time specific arrangements

- 17.10 Where a part-time Employee is directed to work reasonable additional hours on a Saturday, Sunday or Public Holiday and the hours are not in excess of 75 hours in the fortnight, the provisions of sub-clause 17.3 will apply to those hours.
- 17.11 Where a part-time Employee is required to work on a day that they would otherwise not work and the provisions of 17.3 do not apply; subclause 17.9 will generally prevail. However, the Employee's manager may determine that, due to operational requirements, Flex is not suitable and may authorise payment at single time for some or all hours worked on that day in lieu of Flex Hours.

Rate of accrual/ payment

- 17.12 Time off in lieu of overtime will be taken on an hour for hour basis for any additional time worked.
- 17.13 Employees that undertake approved paid overtime will be paid as follows on each separate occasion:
- (a) time and a half for the first 2 hours of overtime;
 - (b) double time after the first 2 hours of overtime;
 - (c) double time for Sundays and public holidays.

18 NAATI BAND 4 & 5 ADDITIONAL HOURS

- 18.1 NAATI Band 4 and NAATI Band 5 Employees are expected to work flexibly and do not have access to Flex Hours, Overtime or Time off in Lieu of Overtime. The arrangements in relation to flexible hours will be designed and agreed between the Employee and manager taking into account the need to balance the achievement of organisational outcomes and individual personal commitments.
- 18.2 Managers may provide time off in lieu to recognise additional hours worked over and above those hours that would otherwise be reasonably expected. While time off in lieu cannot be hour for hour it will be fair and reasonable in relation to the additional hours worked. Time off in lieu should be taken as soon as practical after the additional hours have been worked at a time agreed between the manager and Employee.

19 FLEXIBLE WORKING ARRANGEMENTS

- 19.1 An eligible Employee may make a request for flexible working arrangements consistent with the NES, Part 2-2 Division 4 s.65 – 66 of the Fair Work Act 2009.
- 19.2 In addition to the NES any Employee may, subject to operational needs and the Employer's approval;
- (a) alter their start and finishing times, within Operational Hours, on any day or other period to suit their personal circumstances;
 - (b) Work from home or other approved location on an ad-hoc or regular basis.

20 ALLOWANCES

Motor Vehicle Allowance

- 20.1 An Employee with an approval to use their private motor vehicle for work related purposes will be paid an allowance per kilometer as determined by the Australian Tax Office (ATO) from time to time.

Travel Allowance

- 20.2 When the Employee is required to be absent overnight or longer from their usual place of work on official business within or outside Australia, the Employee will receive an appropriate per diem allowance or be reimbursed all reasonable expenses for accommodation, meal costs and incidental upon presentation of original receipts, up to a maximum not exceeding reasonable limit rates as determined by the ATO.

Meal Allowance

- 20.3 A meal allowance will be paid for meal breaks associated with periods of overtime at rates determined by the ATO from time to time.

First Aid Allowance

- 20.4 Where NAATI is satisfied that an Employee possesses a current first aid certificate and continuing ability commensurate with the qualification, and the Employee has agreed to undertake first aid responsibilities at NAATI's request, he or she will be paid a fortnightly allowance calculated at 1.5% of the minimum Rate of Pay for a NAATI Band 1, Level 1 Employee.
- 20.5 NAATI will accept a current Certificate of St John's Ambulance; Advanced First Aid Certificate from St John's Ambulance; Certificate of the Australian Red Cross (Standard A or B).

Higher Duties Allowance

- 20.6 When temporary vacancies occur for periods of up to two (2) weeks in duration, the Employee may be invited, as part of their skills development, to undertake the duties for this period, with some coaching and guidance provided as necessary by more experienced Employees.
- 20.7 Where the Employee is assessed to have the capacity to carry out duties at a higher level when the need arises, a temporary allowance at a higher Rate of Pay may be payable to the Employee for periods in excess of 5 days, where NAATI has determined:
- (a) that there are business and management imperatives for such duties to be undertaken during the absence of the normal occupant of the position; and
 - (b) The level and scope of the work to be performed is commensurate with the Employee's capacity to effectively undertake the higher-level work.
- 20.8 Employees who are approved to be paid at a higher level will be paid at the minimum rate payable for the classification of the higher-level role.
- 20.9 Where the Employee is not performing the full range of duties associated with the higher-level role, a pro-rata rate will be determined by NAATI.
- 20.10 Where an Employee, who is receiving the allowance, is granted paid leave, or observes a public holiday, the Employee will continue to receive the allowance during that absence, however, the allowance will not be paid beyond the date for which the allowance has been approved.
- 20.11 Where an Employee immediately prior to retirement, has been in receipt of a allowance for a period of 12 months or more, the allowance will count as salary for all purposes.

21 LEAVE ENTITLEMENTS

- 21.1 Employee entitlements in relation to annual leave, personal/ carer's leave, compassionate leave, parental leave, community service leave and family and domestic violence leave are provided for in the NES. The terms of this Agreement give effect to and supplement the provisions of the NES.
- 21.2 Casual Employees do not receive paid leave entitlements except for Long Service Leave and other leave as set out in the NES.

22 ANNUAL LEAVE

- 22.1 The Employee is entitled to 4 weeks of paid annual leave for each year of service.

Accrual

- 22.2 The Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's Ordinary Hours of work and accumulates from year to year.

Taking / accessing annual leave

- 22.3 Annual leave is to be taken at a time that is mutually agreed.
- 22.4 In any continuous period of 24 months all Employees must take a period of annual leave that is at least 10 continuous business days in duration. If the Employee has accumulated annual leave credits greater than 8 weeks, the Employee may be directed to take sufficient leave to reduce the accumulation to less than 6 weeks.

Cashing Out Leave

- 22.5 Employees are entitled to receive pay in lieu of an amount of annual leave in accordance with the provisions of the Act.
- 22.6 The Employee may "cash out" up to 2 weeks of accrued annual leave once per calendar year, provided:
- (a) the Employee elects to forego the period of leave in writing;
 - (b) the cashing out does not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (c) the request does not involve any anticipation of unaccrued leave.
- 22.7 The Employer may approve a request to "cash out" more than 2 weeks of accrued annual leave, considering the Employee's total annual leave balance and leave pattern over the previous 12-month period, subject to the request complying with subclause 22.6.

23 PERSONAL/CARER'S LEAVE

- 23.1 For each year of service with NAATI, the Employee is entitled to 15 days of paid personal/carer's leave.

Accrual

- 23.2 The Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's Ordinary Hours of work and accumulates from year to year.

Taking Personal/Carer's Leave

- 23.3 The Employee may take paid Personal/Carer's if the leave is taken:
- (a) because the Employee is not fit for work because of a personal illness, or injury affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's Immediate Family or household who requires care and support because of:
 - (i) A personal injury or illness affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 23.4 The Employee may also take up to 5 days each year of paid personal/ carers leave as it accrues for other approved reasons, including preventative medical appointments.

Entitlement to personal leave

- 23.5 To be entitled to take personal/carer's leave, the Employee is required to give the Employer notice that the Employee requires leave because of personal injury or the need to care for or support a member of the Employee's Immediate Family or household because that member is ill or injured.
- 23.6 The notice must be given to the Employer as soon as practicable (which may be at a time before or after the personal leave has started).

Certification

- 23.7 The Employee may be requested by the Employer to provide a reasonable evidence to support their leave of absence.
- 23.8 Where the Employee is requested to provide evidence in the case of absence for personal illness or injury:
- (a) the Employee must provide the Employer with a medical certificate from a registered health practitioner stating that in their opinion the Employee was, is

or will be unfit for work during the period because of a personal illness or injury; or

- (b) if it is not practical to provide a medical certificate, the Employee is to provide the Employer with a statutory declaration made by the Employee. The declaration must not be witnessed by an Employee of NAATI.

23.9 Where the Employee is requested to provide evidence in the case of carer's leave:

- (a) the Employee must provide the Employer with a medical certificate from a registered health practitioner to the effect that a member of the Employee's Immediate Family or household has, had or will have a personal illness or injury during the period of leave;
- (b) if it is not practical to provide a medical certificate or the leave relates to an unexpected emergency affecting the Employee, the Employee must provide the Employer with a statutory declaration made by the Employee to the effect that the Employee requires leave during the period to care for or support a member of the Employee's Immediate Family or household or attend to the emergency. The declaration must not be witnessed by an Employee of NAATI.

Entitlement to unpaid carer's leave

23.10 The Employee may only access unpaid carer's leave after all the entitlements to paid carer's leave have been exhausted.

23.11 An Employee (including a Casual Employee) is entitled to up to 2 days unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or immediate household requires care due to personal illness or injury or an unexpected emergency affecting the member.

23.12 An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the Employee and NAATI agree.

23.13 The notice and evidence requirements of sub-clauses 23.5 to 23.9 must be complied with.

24 COMPASSIONATE LEAVE

Entitlement to compassionate leave

24.1 An Employee (excluding a Casual Employee) is entitled to 2 days' paid compassionate leave for each occasion when a member of the Employee's Immediate Family or household:

- (a) contracts or develops a personal illness that poses a serious threat to their life;
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

24.2 An Employee may take Compassionate Leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the Employee and NAATI agree.

24.3 The notice and evidence requirements of sub-clauses 23.5 to 23.7 must be complied with.

Casual Employees entitlement to compassionate leave

- 24.4 A Casual Employee is entitled to 2 days' compassionate leave consistent with subclauses 24.1 to 24.3 except that any approved compassionate leave will be without pay.

25 PARENTAL LEAVE

Entitlement to unpaid parental leave

- 25.1 Employees who have completed 12 months continuous service with the Employer, or Casual Employees who have been engaged on a regular and systematic basis during a 12-month period, are entitled to 12 months of unpaid parental leave consistent with Division 5 of the *Fair Work Act 2009*.
- 25.2 An Employee may take any other kind of paid leave while he or she is taking unpaid parental leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Paid component of parental leave

- 25.3 A Full-Time or Part-Time Employee entitled to unpaid parental leave in connection with the birth or adoption of a child is entitled to be paid at their base rate of pay for the first 12 weeks of approved parental leave. The Employee may elect to take such leave as 24 weeks on half pay. If an Employee takes a period of parental leave that is less than 12 weeks, then the paid parental leave payment will match the number of weeks of parental leave taken by the Employee. The paid component of parental leave will not extend the maximum period of parental leave in subclause 25.1.
- 25.4 If the Employee resigns from NAATI without returning to work after a period of paid parental leave, NAATI may recover the cost of the paid parental leave benefit from the Employee.
- 25.5 If the Employee resigns from their employment with NAATI within 12 weeks of returning from paid parental leave, NAATI is entitled to recover the cost of the paid parental leave benefit from the Employee based on the period of employment after the Employee resumed duties as a proportion of the 12 weeks.

Notice

- 25.6 An Employee must give the Employer written notice of the taking of unpaid parental leave at least 10 weeks before starting the leave (or if that is not practicable, as soon as practicable). The notice must specify the intended start and end dates of the leave. If the Employer requires, the Employee must provide reasonable evidence of the entitlement to unpaid parental leave.

Appropriate safe job

- 25.7 If a pregnant Employee is entitled to unpaid parental leave, has already provided notice and gives her Employer evidence that would satisfy a reasonable person she is fit for work but that it is inadvisable for her to continue in her present position during a stated period (Risk Period) due to illness, or risks, arising out of her pregnancy, or hazards connected with her position, the Employer must transfer the Employee to an appropriate safe job. If no appropriate safe job, the Employee is entitled to take paid leave for the Risk Period.

Extension

- 25.8 An Employee who takes unpaid parental leave may request the Employer to agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available unpaid parental leave period. The request must be in writing and must be given to the Employer at least 4 weeks before the end of the available unpaid parental leave period. The

Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days after the request is made.

Return to pre-parental leave position

- 25.9 On ending unpaid parental leave, an Employee is entitled to return to:
- (a) the Employee's pre-parental leave position;
 - (b) if that position no longer exists - an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.
- 25.10 If the Employer agrees, an Employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.
- 25.11 The return date must not be earlier than 6 weeks after the date of the birth of the child if the leave is birth-related leave taken by a female Employee who has given birth.

Unpaid special maternity leave

- 25.12 A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
- (a) she has a pregnancy-related illness; or
 - (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth otherwise than by the birth of a living child.
- 25.13 The Employee must give her Employer notice of the taking of unpaid special maternity leave. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
- 25.14 An Employee who has given her Employer notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for one of the reasons above.

26 LONG SERVICE LEAVE

- 26.1 Except where otherwise provided for in this Agreement, the terms of the ACT *Long Service Leave Act 1976* and supporting Regulations will apply.

Amount of Long Service Leave

- 26.2 An Employee accrues long service leave at the rate of 1.3 calendar weeks for each year of service.
- 26.3 Where an Employee is granted a period of long service leave, calculation for deduction of accrued entitlements will be based on a calendar week (or pro-rata calendar week where less than a full working week is granted).

Calculating Long Service Leave – Casual and Part-Time Employees

- 26.4 Where a Casual or Part-Time Employee is entitled to a period of long service leave, the Employee's hours for the purposes of calculating payment for long service leave will be deemed to be the greater of:
- (a) The number of average weekly hours the previous 12-month period; or
 - (b) The number of average weekly hours over the previous 3-year period; or
 - (c) The number of average weekly hours over the previous 5-year period; or

- (d) The number of average weekly hours over the qualifying period.

Payment for Long Service Leave

- 26.5 Employees will be paid the greater of:
- (a) An amount equal to the ordinary remuneration the Employee would have received in respect of the period of leave if the Employee had not taken the leave; or
 - (b) The Employee's average weekly ordinary remuneration as calculated over the past 5-year period.
- 26.6 For the purposes of calculating payment of long service leave, ordinary remuneration is inclusive of any skills-based allowances and bonus payments.

Interaction with State and Territory Long Service Leave Legislation

- 26.7 Nothing in this Agreement seeks to provide a lesser entitlement to long service leave than is otherwise provided for in a relevant State or Territory Long Service Leave Act that covers the Employee. Should a provision of a relevant State or Territory Long Service Leave Act provide a greater entitlement than otherwise provided under this Agreement, the terms of that State or Territory Long Service Leave Act will prevail in relation to that entitlement.
- 26.8 For the purposes of this clause, 'State or Territory Long Service Leave Act' includes relevant Regulations and other enforceable supporting legislative instruments.

27 COMMUNITY SERVICE LEAVE

- 27.1 Employees, including Casual Employees are entitled to be absent from work to undertake community service activities as defined in the NES and including:
- (a) Voluntary emergency management activity; and
 - (b) Jury service that is required by or under a law of the Commonwealth, a State or Territory.
- 27.2 Employees (excluding Casual Employees) that are required by law;
- (a) to attend any judicial body, court or tribunal for any proceedings (other than any proceedings initiated by them); or
 - (b) are called to undertake jury service;
- during their Ordinary Hours will be entitled to paid community service leave during those hours. Payment for community service leave will be reduced by any Jury Service pay paid to the Employee (excluding any expense related allowances).
- 27.3 Employees must, as soon as practicable, give the Employer notice of their estimated period of absence and adequate evidence (such as a subpoena) that they are required by law to attend the judicial body, court or tribunal in question.

28 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- 28.1 This clause applies to all Employees, including casuals.

Definitions

- 28.2 In this clause:
- (a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

- (b) family member means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of family member in clause 28.2(b) includes a former spouse or de facto partner.

Entitlement to unpaid leave

28.3 An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and Casual Employees.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer. Further, the Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Taking unpaid leave

28.4 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their Ordinary Hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

28.5 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

Notice and evidence requirements

Notice

28.6 An Employee must give their Employer notice of the taking of leave by the Employee under this clause. The notice:

- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Employer of the period, or expected period, of the leave.

Evidence

28.7 An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 28.4.

***Note:** Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.*

Confidentiality

28.8 Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 28.6 and 28.7 is treated confidentially, as far as it is reasonably practicable to do so.

28.9 Nothing in this clause prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

***Note:** Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.*

29 UNPAID LEAVE

29.1 Employees that have worked for the Employer for less than 5 years may apply to the Employer to take unpaid leave for up to 6 months.

29.2 Employees that have worked for the Employer for at least 5 years may apply to the Employer to take unpaid leave for up to 12 months. Approval for such leave is at the discretion of the Employer.

29.3 Applications for unpaid leave, or for changes to existing arrangements for unpaid leave in excess of 1 month require 3 months' notice to the Employer (the Employer may accept less notice in exceptional circumstances).

29.4 During a period of approved unpaid leave, the Employee:

- (a) will not be paid and will not be entitled to any superannuation contribution from the Employer;
- (b) will not be entitled to take paid leave for public holidays falling within the period of unpaid leave;
- (c) will not accrue any paid leave.

29.5 Subject to legislative requirements, a period of unpaid leave does not count as service and will break an Employee's continuity of service.

30 DEFENCE FORCE LEAVE

30.1 Employees that are members of the defence forces and are required to attend any defence force training or duty may apply for up to 4 weeks of defence force leave per annum. This leave will be at the discretion of the Employer.

30.2 The Employee will be entitled to be paid during approved defence force leave. However, any payment for defence force leave will be reduced by any amount paid to the Employee by the defence forces or any other person or body for their attendance.

31 STUDY LEAVE

31.1 Full-time and Part-time Employees of NAATI may be eligible for paid or unpaid study assistance in accordance with the relevant clause in the Policy and Procedure Manual.

32 PUBLIC HOLIDAYS

32.1 Employees are entitled to a day off with pay on a public holiday as defined in the Act for any Ordinary Hours the Employee would otherwise have worked on that

day if it were not a public holiday.

- 32.2 The Employer may request that an Employee work on a particular public holiday. An Employee may refuse such a request (and take the day off) if the Employee has reasonable grounds for doing so in accordance with the Act.
- 32.3 An Employee who is directed to work on a public holiday will:
- (a) be paid at the relevant overtime rates; or
 - (b) provided with time off in lieu.

33 CHRISTMAS CLOSEDOWN

- 33.1 NAATI offices will usually close for normal business purposes during the period from the last working day before Christmas until the day after the New Year's Day holiday, subject to business and operational requirements.
- 33.2 Full-time Employees are entitled to paid leave on any business days between Christmas Day and New Year's Day.
- 33.3 Part-time Employees are entitled to paid leave on any business days between Christmas Day and New Year's Day that the part-time Employee would have normally been scheduled to work.
- 33.4 The entitlement to paid leave for business days between Christmas Day and New Year's Day is in addition to an Employee's entitlement to annual leave under the NES.
- 33.5 NAATI may decide on an additional close-down period in consultation with its Employees. Where:
- (a) NAATI has provided an Employee with at least four weeks' notice; and
 - (b) The close-down period does not exceed three weeks in total,
- The Employee may be required to utilise annual leave or long service leave or flex leave/ TOIL, subject to eligibility, for any additional close-down period. Where an Employee does not have sufficient annual leave or long service leave or access to flex leave/TOIL, the Employee will be placed on leave without pay.

34 TERMINATION OF EMPLOYMENT

- 34.1 The Employer may terminate the Employee's employment if:
- (a) the Employer has given the Employee the required amount of notice as listed in clause 35;
 - (b) the Employer has paid the Employee the required amount of compensation in lieu of working the required notice period; or
 - (c) the Employee has engaged in serious misconduct.
- 34.2 The Employee may terminate their employment if the Employee has given the Employer the required notice period as follows:
- (a) An Employee classified NAATI Band 1 to NAATI Band 3 – the notice period defined in clause 35 (excluding the additional weeks' notice for Employees over the age of 45 years with at least 2 consecutive years' service); or
 - (b) An Employee classified above the NAATI Band 3 – four (4) weeks.
- 34.3 If the Employee does not make themselves available to work during the notice period, the Employer may withhold from the Employee's final payment an amount equal to the remuneration that the Employee would have received had they worked during the notice period.
- 34.4 For the purposes of this clause, serious misconduct is defined in the Fair Work Regulations 2009, Division 2 s.1.07 and includes, but is not limited to:

- (a) Refusing to carry out any lawful and reasonable instruction;
- (b) Engaging in theft, fraud or assault;
- (c) Being intoxicated by drugs or alcohol while at work;
- (d) Any conduct that causes imminent and serious risk to the health or safety of any person; or
- (e) Willful or deliberate behaviour that is inconsistent with the continuation of the contract of employment.

34.5 If the Employer has reasonable grounds to suspect that the Employee has engaged in serious misconduct the Employer may require the Employee to provide evidence that the Employee has not engaged in such conduct, including but not limited to requiring the Employee to:

- (a) make a statutory declaration;
- (b) undertake a blood-alcohol test, drug test or other medical examination, at the Employer's expense; or
- (c) give written consent to the Employer to access information on the Employee from police or other law enforcement agencies.

35 NOTICE PERIOD FOR TERMINATION OF EMPLOYMENT

Employees period of continuous service with Employer	Period of notice
Not more than 1 year	2 weeks
More than 1 year but not more than 3 years	3 weeks
More than 3 years	4 weeks
If more than 2 years and the Employee is over 45 years old	Add 1 week

36 TERMINATION FOR REDUNDANCY

36.1 This clause does not apply to Casual Employees or where the Employees' term of engagement is terminating due to the completion of a fixed term of employment.

36.2 If the Employee is terminated on the grounds of redundancy, then the Employee will be entitled to the following redundancy payment based on the Employees continuous period of service:

Employees period of continuous service with Employer	Redundancy Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay

Employees period of continuous service with Employer	Redundancy Pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years but less than 11 years	18 weeks' pay
At least 11 years but less than 12 years	20 weeks' pay
At least 12 years but less than 13 years	22 weeks' pay
More than 13 years	24 weeks' pay
For the purposes of calculating the redundancy, a 'week's pay' will be equal to an Employee's normal base rate of pay for his or her Ordinary Hours of work (excluding higher duties allowances if applicable) at the time of redundancy.	

36.3 For the purpose of calculating the redundancy payment, salary will include:

- (a) the Employee's Rate of Pay; or
- (b) the Rate of Pay of the higher work level, where the Employee has been working at that higher level for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice that employment will be terminated; and
- (c) other allowances in the nature of salary which are paid during periods of annual leave, and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

36.4 An Employee's service for redundancy payment purposes is:

- (a) service with NAATI;
- (b) service with the Australian Defence Forces Reserve whilst employed with NAATI;
- (c) any entitlements which are recognised for long service leave purposes; and
- (d) where there has been a break in service through the Employee's resignation from NAATI of less than 1 month, and the Employee returns to work with NAATI.

36.5 Any period of previous employment with NAATI (except as provided at subclause 36.4(d)) will not count as service for redundancy payment.

36.6 Absences from work which do not count as service for long service leave purposes will not count as service for redundancy payment purposes.

36.7 Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee will receive the required notice period at Clause 35. The Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the Rate of Pay and the new Rate of Pay for the number of weeks of notice still owing.

37 DISPUTE RESOLUTION PROCEDURES

37.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

37.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

37.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisor.

37.4 If the dispute is not resolved at the supervisor level, it may be referred to the CEO or other person as nominated by the CEO for investigation and resolution.

37.5 If discussions at the workplace level do not resolve the dispute and all appropriate steps have been taken under subclauses 37.3 and 37.4, a party to the dispute may refer the matter to FWC.

37.6 FWC may deal with the dispute in 2 stages:

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

Note If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

37.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) the Employee must continue to perform their work as he or she would normally unless there is a reasonable concern about an imminent risk to health or safety; and
- (b) the Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

37.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

NAATI Enterprise Agreement 2020 - 2024

EXECUTED AS AN AGREEMENT

The Employer

SIGNED on behalf of the NATIONAL)
ACCREDITATION AUTHORITY FOR)
TRANSLATORS AND INTERPRETERS)
LTD.

(ABN 42 008 596 996) by its authorised
representative(s)

In the presence of:

.....
Signature of Representative(s)

Mark Painting

.....
Signature of Witness

.....
Name of Representative(s)

CEO

.....
Name of Witness

.....
Position of Representative(s)

.....
Position of Witness

.....
Address of Representative(s)

.....
Address of Witness

.....
Date

.....
Date

The Employees

Signed on behalf of the Employees by the
Employees' Representative(s)

.....
Signature of Representative(s)

.....
Signature of Witness

.....
Name of Representative(s)

.....
Name of Witness

.....
Position of Representative(s)

.....
Position of Witness

.....
Address of Representative(s)

.....
Address of Witness

.....
Date

.....
Date

NAATI Enterprise Agreement 2020 - 2024

Schedule 1(a) – Rates of pay

Classification	First full pay after commencement of this Agreement	From 1 July 2020* 3%	From 1 July 2021* 2%	From 1 July 2022* 2%	From 1 July 2023* 2%
NAATI Band 1					
Level 1	\$47,311	\$48,730	\$49,705	\$50,699	\$51,713
Level 2	\$50,777	\$52,300	\$53,346	\$54,413	\$55,502
Level 3	\$52,111	\$53,674	\$54,748	\$55,843	\$56,960
Level 4	\$54,803	\$56,447	\$57,576	\$58,728	\$59,902
Level 5	\$56,285	\$57,974	\$59,133	\$60,316	\$61,522
NAATI Band 2					
Level 1	\$57,748	\$59,480	\$60,670	\$61,883	\$63,121
Level 2	\$60,746	\$62,568	\$63,820	\$65,096	\$66,398
Level 3	\$64,724	\$66,666	\$67,999	\$69,359	\$70,746
Level 4	\$68,119	\$70,163	\$71,566	\$72,997	\$74,457
Level 5	\$71,122	\$73,256	\$74,721	\$76,215	\$77,739
Level 6	\$74,197	\$76,423	\$77,951	\$79,510	\$81,101
NAATI Band 3					
Level 1	\$79,580	\$81,967	\$83,607	\$85,279	\$86,984
Level 2	\$82,002	\$84,462	\$86,151	\$87,874	\$89,632
Level 3	\$84,200	\$86,726	\$88,461	\$90,230	\$92,034
Level 4	\$86,616	\$89,214	\$90,999	\$92,819	\$94,675
Level 5	\$90,049	\$92,750	\$94,605	\$96,498	\$98,428
Level 6	\$93,144	\$95,938	\$97,857	\$99,814	\$101,811
Level 7	\$96,300	\$99,189	\$101,173	\$103,196	\$105,260
Level 8	\$99,416	\$102,398	\$104,446	\$106,535	\$108,666
NAATI Band 4					
Level 1	\$103,593	\$106,701	\$108,835	\$111,012	\$113,232
Level 2	\$107,738	\$110,970	\$113,190	\$115,453	\$117,762
Level 3	\$109,500	\$112,785	\$115,041	\$117,342	\$119,688
Level 4	\$112,047	\$115,408	\$117,717	\$120,071	\$122,472
Level 5	\$116,527	\$120,023	\$122,423	\$124,872	\$127,369
Level 6	\$121,188	\$124,824	\$127,320	\$129,867	\$132,464
NAATI Band 5					
Level 1	\$125,383	\$129,144	\$131,727	\$134,362	\$137,049
Level 2	\$127,014	\$130,824	\$133,441	\$136,110	\$138,832
Level 3	\$130,000	\$133,900	\$136,578	\$139,310	\$142,096
Level 4	\$133,000	\$136,990	\$139,730	\$142,524	\$145,375

* Payable from the first full pay period following 1 July

NAATI Enterprise Agreement 2020 - 2024

Schedule 1(b) - NAATI Classification and Rate of Pay Transition Points

NAATI Classification and rate of pay prior to commencement of this Agreement			Translation point to NAATI Classification and rate of pay on commencement of this Agreement	
NAATI Band 1			NAATI Band 1	
Level 1	\$ 46,356	=	Level 1	\$ 47,322
Level 2	\$ 47,322	=	Level 1	\$ 47,322
Level 3	\$ 50,777	=	Level 2	\$ 50,777
Level 4	\$ 52,111	=	Level 3	\$ 52,111
Level 5	\$ 53,466	=	Level 4	\$ 54,803
Level 6	\$ 54,803	=	Level 4	\$ 54,803
Level 7	\$ 56,285	=	Level 5	\$ 56,285
NAATI Band 2			NAATI Band 2	
Level 1	\$ 57,748	=	Level 1	\$ 57,748
Level 2	\$ 60,746	=	Level 2	\$ 60,746
Level 3	\$ 64,724	=	Level 3	\$ 64,724
Level 4	\$ 68,119	=	Level 4	\$ 68,119
Level 5	\$ 69,971	=	Level 5	\$ 71,122
Level 6	\$ 71,122	=	Level 5	\$ 71,122
Level 7	\$ 74,197	=	Level 6	\$ 74,197
NAATI Band 3			NAATI Band 3	
Level 1	\$ 75,574	=	Level 1	\$ 79,580
Level 2	\$ 79,580	=	Level 1	\$ 79,580
Level 3	\$ 82,002	=	Level 2	\$ 82,002
Level 4	\$ 86,616	=	Level 4	\$ 86,616
Level 5	\$ 90,049	=	Level 5	\$ 90,049
Level 6	\$ 93,114	=	Level 6	\$ 93,114
Level 7	\$ 99,416	=	Level 8	\$ 99,416
NAATI Band 4			NAATI Band 4	
Level 1	\$ 103,593	=	Level 1	\$ 103,593
Level 2	\$ 107,738	=	Level 2	\$ 107,738
Level 3	\$ 112,047	=	Level 4	\$ 112,047
Level 4	\$ 116,527	=	Level 5	\$ 116,527
Level 5	\$ 121,188	=	Level 6	\$ 121,188
NAATI Band 5			NAATI Band 5	
Level 6	\$ 125,383	=	Level 1	\$ 125,383
Level 7	\$ 127,014	=	Level 2	\$ 127,014

NAATI Enterprise Agreement 2020 - 2024

Schedule 2 - Casual employment

General Provisions

- S-1. A Casual Employee is an Employee engaged as such.
- S-2. A Casual Employee's employment commences at the beginning of each engagement and terminates at the conclusion of each engagement.
- S-3. The minimum payment payable for each engagement is 3 hours.
- S-4. A Casual Employee will be paid fortnightly in arrears for all hours worked in that period.

Casual Loading and Excluded Terms

- S-5. A Casual Employee will be paid a loading of 25% of their base hourly rate of pay in lieu of leave and in recognition of exclusion from the operation of the clauses contained within this Agreement as listed in Clause S-6.
- S-6. A Casual Employee is excluded from the following clauses of this Agreement except where expressly stated otherwise or required by law:

Clause number	Clause Title
Clause 8	Progression within NAATI Bands
Clause 16	Flexible Working System
Clause 17	Overtime & Time off in Lieu (TOIL)
Clause 18	NAATI Band 4 & 5 Additional Hours
Clause 19	Flexible Working Arrangements
Clause 22	Annual Leave
Clause 23	Personal/ Carer's Leave
Clause 29	Unpaid Leave
Clause 30	Defence Force Leave
Clause 31	Study Leave
Clause 32	Public Holidays
Clause 33	Christmas Closedown
Clause 34	Termination of Employment

Penalties and Overtime

- S-7. Payment for working Saturdays, Sundays and Public Holidays is calculated against the Employee's hourly base rate of pay at the following rates:
 - a. All work done on a Saturday will be paid at the rate of time and a quarter.
 - b. All work done on a Sunday or Public Holiday will be paid for at the rate of double time.
- S-8. Where a Casual Employee is directed to work hours in excess of 75 hour in a fortnight or greater than 10 hours on any one day, they will be paid Overtime. Overtime is calculated

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against the Employee's hourly base rate of pay at the following rates:

- a. Time and a half for the first 2 hours of overtime;
- b. Double time after the first 2 hours of overtime.

Right to request casual conversion

- S-9. A regular Casual Employee may request that their employment be converted to full-time or part-time employment.
- S-10. For the purpose of this clause, a 'regular Casual Employee' is a Casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- S-11. A regular Casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- S-12. A regular Casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- S-13. Any request must be in writing and provided to NAATI.
- S-14. Where a regular Casual Employee seeks to convert to full-time or part-time employment, NAATI may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- S-15. Reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the Casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Award;
 - (b) it is known or reasonably foreseeable that the regular Casual Employee's position will cease to exist within the next 12 months;
 - (c) it is known or reasonably foreseeable that the hours of work which the regular Casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- S-16. Where a request for casual conversion is refused, NAATI will provide the reasons for refusal to the Employee in writing and within 21 days of the request being made.
- S-17. Where it is agreed that a Casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, NAATI and the Employee will discuss and record the outcomes of the decision in writing.
- S-18. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- S-19. Once a Casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of NAATI.
- S-20. A Casual Employee will not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- S-21. Nothing in this clause obliges a regular Casual Employee to convert to full-time or part-time employment, nor permits NAATI to require a regular Casual Employee to so convert.
- S-22. Nothing in this clause requires NAATI to increase the hours of a regular Casual Employee seeking conversion to full-time or part-time employment.