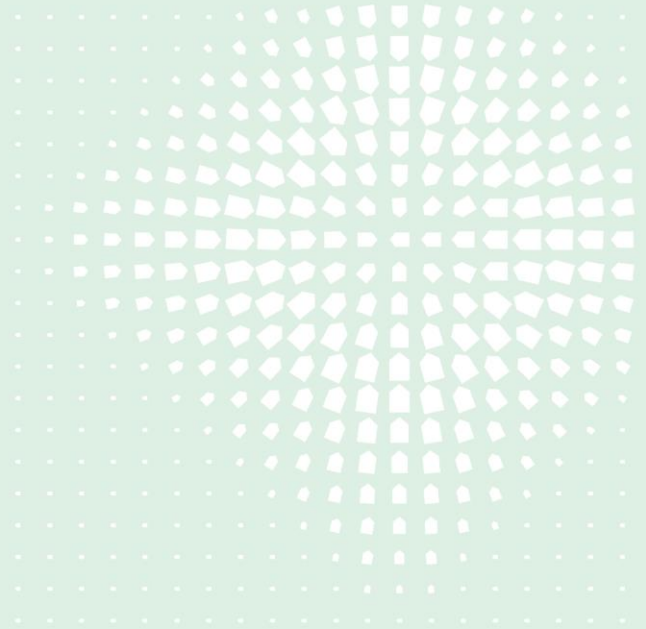




Australian Government



# Office of National Intelligence Enterprise Agreement 2024–2027



Office of  
National Intelligence



## Table of Contents

<b>Part A – Technical Matters .....</b>	<b>5</b>
1 Formal acceptance of the agreement .....	5
2 Title .....	6
3 Parties to the agreement .....	6
4 Operation of the agreement .....	6
5 Definitions.....	6
6 Delegations.....	11
7 National Employment Standards (NES) precedence .....	11
8 Closed comprehensive agreement.....	11
9 Individual flexibility arrangements .....	12
<b>Part B – Remuneration.....</b>	<b>13</b>
10 Base salary increases .....	13
11 Payment of salary .....	13
12 Salary setting .....	13
13 Incremental (pay point) advancement .....	14
14 Agreement to work at a lower level.....	15
15 Superannuation .....	15
16 Overpayments.....	15
17 Supported wage system.....	16
18 Salary packaging .....	16
<b>Part C – Allowances .....</b>	<b>18</b>
19 Community allowance.....	18
20 Higher duties allowance.....	18
21 Workplace responsibility allowances .....	19
22 ONI language proficiency allowance .....	19
23 Community language allowance.....	20
24 Motor vehicle allowance .....	21
25 Meal allowance.....	21
26 Restriction allowance .....	21
<b>Part D – Classification Structure .....</b>	<b>23</b>
27 ONI cadets, trainees and graduates.....	23
28 Classifications and Work Level Standards .....	24
29 Advancement within the broadband.....	24
<b>Part E – Working hours and arrangements.....</b>	<b>25</b>
30 Job Security .....	25
31 Casual (irregular or intermittent) employment.....	25
32 Non-ongoing employment .....	26
33 Working hours.....	26



34	Span of hours .....	26
35	Flextime for APS Level 1-6 employees.....	27
36	Executive Level TOIL .....	27
37	Overtime .....	28
38	Shift work.....	31
39	Flexible Working arrangements .....	32
40	Part-time work.....	36
41	End of Year closedown .....	36
42	Public holidays .....	37
43	Direction to work standard hours .....	38
44	Emergency duty .....	38
45	Child and dependant care .....	39
<b>Part F – Leave .....</b>		<b>40</b>
46	Annual leave .....	40
47	Annual leave at half pay.....	40
48	Annual leave (Excessive leave) .....	40
49	Cash out of annual leave .....	41
50	Purchased annual leave.....	41
51	Personal/Carer’s leave.....	41
52	Portability of Leave .....	44
53	Re-crediting of leave .....	45
54	Long service leave.....	46
55	Miscellaneous leave.....	46
56	Cultural, ceremonial and NAIDOC leave .....	46
57	Parental leave.....	47
58	Compassionate and bereavement leave .....	50
59	Emergency response leave.....	51
60	Jury Duty.....	51
61	Defence reservist leave .....	52
62	Defence service sick leave .....	52
63	Leave to attend proceedings (witness leave) .....	53
64	Expenses on cancellation of leave/recall to duty from leave. ....	53
65	Absence from duty without approval.....	54
<b>Part G – Employee support and workplace culture .....</b>		<b>55</b>
66	Blood donation.....	55
67	Vaccinations.....	55
68	Employee assistance program .....	55
69	Respect at work.....	55
70	Family and domestic violence support .....	56
71	Integrity and transparency .....	57
72	First Nations cultural competency training .....	58



73	Lactation and breastfeeding support.....	58
74	Disaster support .....	59
<b>Part H – Performance and development.....</b>		<b>60</b>
75	Performance Management.....	60
76	Workloads .....	60
77	Study Assistance .....	60
78	Learning and development .....	60
79	Professional qualifications.....	61
<b>Part I – Travel and location-based conditions .....</b>		<b>62</b>
80	Usual location of work.....	62
81	Domestic travel .....	62
82	Domestic travel expenses.....	62
83	International travel .....	62
84	International travel expenses.....	62
85	Conditions for overseas postings .....	63
86	Restriction on international travel .....	63
87	Insurance for official travel.....	63
88	Travel outside ordinary hours.....	63
89	Relocation assistance (domestic only).....	64
<b>Part J – Consultation, representation and dispute resolution.....</b>		<b>65</b>
90	Consultation and consultative committees .....	65
91	Dispute resolution .....	69
92	Delegates' rights.....	70
93	Review of employment actions .....	72
<b>Part K – Separation and retention .....</b>		<b>73</b>
94	Resignation .....	73
95	Redeployment, retraining and redundancy .....	73
96	Notice of termination of employment and review mechanisms .....	77
97	Mutual Separation .....	78
<b>Annex A – Base salaries .....</b>		<b>79</b>
<b>Annex B – ONI Classification Structure .....</b>		<b>80</b>
<b>Annex C – Supported Wage System.....</b>		<b>81</b>



## Part A – Technical Matters

### 1 Formal acceptance of the agreement

1.1 The agreement is made under section 182 of the *Fair Work Act 2009*.

Andrew Shearer, Director-General  
Robert Marsden Hope Building  
2 National Circuit, Barton ACT 2600

Andrew Smith, CPSU Lead Organiser  
Level 4/224 Bunda Street, Canberra ACT 2601

Signature of employee representative

2 National Circuit, Barton

Address of employee representative

Rhys Davies

Name of employee representative



## 2 Title

- 2.1 This agreement shall be known as the *Office of National Intelligence Enterprise Agreement 2024-2027* (the agreement).

## 3 Parties to the agreement

- 3.1 The agreement covers:
- a) the Director-General of National Intelligence (Director-General) for and on behalf of the Commonwealth of Australia as the employer;
  - b) all employees in the Office of National Intelligence (ONI) engaged under the PS Act, other than:
    - i. Senior Executive Service employees or equivalent; and
  - c) subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for the agreement:
    - i. the Community and Public Sector Union.

## 4 Operation of the agreement

- 4.1 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 4.2 This agreement will nominally expire on 28 February 2027.

## 5 Definitions

- 5.1 The following definitions apply to this agreement:

### DEFINITIONS

<b>APS Agency</b>	means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
<b>APS Consultative Committee</b>	means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.
<b>Agency Head</b>	means the Director-General of National Intelligence (Director-General) or the Director-General's delegate.
<b>(the/this) Agreement</b>	means the <i>Office of National Intelligence Enterprise Agreement 2024-2027</i> .



<b>APS</b>	means the Australian Public Service.
<b>Australian Defence Force Cadets</b>	means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
<b>Bandwidth</b>	means the span of hours during which an employee can perform ordinary hours.
<b>Base Salary</b>	the employee's annual rate of pay under the agreement (in accordance with the salary rates at Annex A), not including any loadings, overtime or penalty rates, monetary allowances or other separately identifiable monetary amounts.
<b>Broadband</b>	refers to the allocation of more than one approved classification by the Director-General to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
<b>Casual employee (irregular or intermittent employee)</b>	means an employee engaged under section 22(2)(c) of the PS Act who: a) is a casual employee as defined by the FW Act; and b) works on an irregular or intermittent basis.
<b>Classification or classification level</b>	means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
<b>Child</b>	means a biological child, adopted child, foster child, step child, or ward.
<b>De facto partner</b>	means a person (including a former partner) 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.
<b>Delegate</b>	means someone to whom a power or function has been delegated.



<b>Dependant</b>	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.
<b>Director-General</b>	has the same meaning as Agency Head.
<b>Employee</b>	means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).
<b>Employee representative</b>	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.
<b>EL</b>	means, when referring to an employee, an Executive Level 1 or 2 employee.
<b>Excess employee</b>	<p>an employee is an excess employee if:</p> <ul style="list-style-type: none"><li>a) the employee belongs to a class of employees whose services are no longer required for the efficient and economical working of ONI, e.g. because of changes in the nature, extent or re-organisation of the functions of ONI</li><li>b) the employee's services cannot be effectively used because of technological or other changes in work methods, or</li><li>c) the employee's work is to be performed in a different locality and they are not willing to relocate to that locality and the Director-General has determined that the redeployment, termination and redundancy provisions of the agreement apply to the employee.</li></ul>
<b>Family</b>	<p>means:</p> <ul style="list-style-type: none"><li>a) a spouse, former spouse, de facto partner or former de facto partner of the employee;</li><li>b) a child, parent, grandparent, grandchild, or sibling of the employee;</li><li>c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;</li></ul>





	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.
<b>Family and Domestic Violence</b>	has the same meaning as in section 106B(2) of the FW Act.
<b>Fixed period</b>	means a period that has been determined by the Director-General to be a fixed period.
<b>Flexitime</b>	is defined in clause 35 of this agreement.
<b>Full-time employee</b>	means an employee employed to work an average of 36 hours and 45 minutes (36.75 hours) per week in accordance with this agreement.
<b>FW Act</b>	means the <i>Fair Work Act 2009</i> as amended from time to time.
<b>Harassment Contact Officer</b>	means the same as Workplace Behaviours Advisor.
<b>Manager</b>	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.
<b>Member of employee's household</b>	a person who normally lives at the employee's residence
<b>ML Act</b>	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation.
<b>Non-ongoing employee</b>	means an employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
<b>NES</b>	means the National Employment Standards at Part 2-2 of the FW Act.
<b>Ongoing employee</b>	means an employee engaged under section 22(2)(a) of the PS Act.



<b>ONI</b>	means the Office of National Intelligence.
<b>ONI Broadband</b>	refers to the ONI broadband classification framework as outlined at Annex B.
<b>ONI Human Resources Policy Manual</b>	a manual providing policies and guidance in relation to ONI employment matters, including matters under the agreement.
<b>Ordinary hours, duty or work</b>	means an employee's usual hours worked in accordance with this agreement and does not include additional hours.
<b>Parliamentary service</b>	means employment under the <i>Parliamentary Service Act 1999</i> .
<b>Partner</b>	means a spouse, de facto partner, former spouse or former de facto partner.
<b>Part-time employee</b>	means an employee employed to work less than an average of 36 hours and 45 minutes (36.75 hours) per week in accordance with this agreement.
<b>Primary caregiver</b>	for the purposes of the parental leave clause 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.
<b>PS Act</b>	means the <i>Public Service Act 1999</i> as amended from time to time.
<b>Relevant employee</b>	means an affected employee.
<b>Secondary caregiver</b>	for the purposes of the parental leave clause 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.
<b>Shiftworker</b>	is an employee who is rostered on a shift to perform ordinary hours of work outside the span of hours 7.00am to 7.00pm Monday to



	Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.
<b>Standard hours</b>	means, in relation to the performance of work, 8.30am to 12.30pm and 1.30pm to 4.51pm.
<b>Usual work location</b>	means the employee's location of work: a) stated in the employee's letter of offer; and b) agreed with the employee, in accordance with clause 80 of this agreement; or c) the place where an employee's duties are to be performed, as determined in accordance with the s 25 of the PS Act.
<b>TOIL</b>	means time off in lieu of hours worked.
<b>Workplace Behaviours Advisor</b>	means a person who is selected to provide information and support to an employee who has a concern about or makes a complaint of unacceptable behaviour.

## 6 Delegations

- 6.1 The Director-General may delegate to or authorise any person to perform any or all of the Director-General's powers or functions under the agreement, including the power of delegation, and may do so subject to conditions.

## 7 National Employment Standards (NES) precedence

- 7.1 The terms of the agreement are intended to apply in a manner that does not derogate from the National Employment Standards (NES). The NES will continue to apply to the extent that any term of the agreement is detrimental to an employee of ONI in any respect when compared with the NES.

## 8 Closed comprehensive agreement

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



## 9 Individual flexibility arrangements

- 9.1 ONI 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:
- a) the agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration;
    - vi. leave and leave loading; and
  - b) the arrangement meets the genuine needs of ONI and the employee in relation to one or more of the matters mentioned in clause 9.1a); and
  - c) the arrangement is genuinely agreed to by ONI and the employee.
- 9.2 ONI must ensure the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FW Act;
  - b) are not unlawful terms under section 194 of the FW Act; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3 ONI must ensure that the individual flexibility arrangement:
- a) is in writing;
  - b) includes the name of ONI and the employee;
  - c) is signed by ONI and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - iv. states the day on which the arrangement commences.
- 9.4 ONI must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 ONI or the employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if ONI and the employee agree in writing – at any time.
- 9.6 ONI and the employee are to review the individual flexibility arrangement at least every 12 months.



## Part B – Remuneration

### 10 Base salary increases

- 10.1 Salary rates will be as set out in Annex A – Base salaries to this agreement.
- 10.2 The base salary rates in Annex A – Base salaries include the following increases:
- a) 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - b) 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - c) 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
- 10.3 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Annex A – Base salaries were calculated based on base salary rates as at 31 August 2023.

### 11 Payment of salary

- 11.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

- 11.2 The Director-General may, under special circumstances, authorise the early payment of salary to an employee.

### 12 Salary setting

- 12.1 Where an employee is engaged, moves to or is promoted in ONI, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director-General determines a higher salary within the relevant salary range under these salary setting clauses.
- 12.2 The Director-General 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.
- 12.3 An ongoing employee moving to ONI whose base salary in their current agency falls within the ONI salary range for that classification but does not match an ONI pay point will be paid at the pay point closest to, but not lower than, their current salary.



- 12.4 In determining a salary under these salary setting clauses, the Director-General will have regard to relevant factors including the employee's experience, qualifications and skills.
- 12.5 Where an employee commences ongoing employment in ONI immediately following a period of non-ongoing employment in ONI for a specified term or task, the Director-General 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 ONI.
- 12.6 Where an employee commences ongoing employment in ONI immediately following a period of casual employment in ONI, the Director-General 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 ONI.
- 12.7 Where an APS employee moves to ONI at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director-General will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 12.8 Where the Director-General determines that an employee's salary has been incorrectly set, the Director-General may determine the correct salary and the date of effect.
- 12.9 The Director-General may determine at any time the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect, for employees advancing through a broadband consistent with clauses 12.1 to 12.8.

### **13 Incremental (pay point) advancement**

- 13.1 ONI's pay points are set out at Annex A.
- 13.2 Pay point advancement is linked to ONI's Performance Development Framework.
- 13.3 On 1 July each year, an employee, other than employees who are already paid at the highest pay point of their current APS classification, will advance to the next pay point if the employee:
  - a) has performed duties in ONI at that classification level or above for six months of aggregate service, or a shorter period as determined by the Director-General; and
  - b) achieves a performance rating of 'meets performance expectations' or higher during the employee's most recent performance review.
- 13.4 Eligible service for pay point advancement will include:
  - a) periods of paid leave and unpaid parental leave;
  - b) periods of unpaid leave that count as service; and
  - c) service while employed on a non-ongoing basis.
- 13.5 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.



- 13.6 Employees who are acting at a higher classification, and satisfy the eligibility criteria at clause 13.3, will be eligible for pay point advancement at both their substantive and acting classifications.
- 13.7 Pay point advancement while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

## **14 Agreement to work at a lower level**

- 14.1 Where an employee agrees, in writing, to temporarily or permanently perform work at a lower classification level, the Director-General may determine, in writing, the salary that the employee shall be paid. The rate will normally be the highest pay point of the lower classification.

## **15 Superannuation**

- 15.1 ONI will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 15.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 15.3 ONI 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 ONI's payroll system.

### **METHOD FOR CALCULATING SUPERANNUATION SALARY**

- 15.4 ONI will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- 15.5 Employer contributions will be made for all employees covered by the agreement.
- 15.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### **PAYMENT DURING UNPAID PARENTAL LEAVE**

- 15.7 Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **16 Overpayments**

- 16.1 An overpayment occurs if the Director-General (or ONI) 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 the agreement).



- 16.2 Where the Director-General considers that an overpayment has occurred, the Director-General will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 16.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director-General 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.
- 16.4 If after considering the employee's response (if any), the Director-General confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to ONI in full by the employee.
- 16.5 The Director-General 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 circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 16.6 ONI and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 16.7 Interest will not be charged on overpayments.
- 16.8 Nothing in clauses 16.1 to 16.7 prevents:
- a) ONI from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b) ONI from pursuing recovery of the debt through other available legal avenues; or
  - c) the employee or ONI from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **17 Supported wage system**

- 17.1 An employee can get a percentage of the relevant pay rate in line with their assessed capacity to the work if they:
- a) have a disability;
  - b) meet the criteria for a Disability Support Pension; and
  - c) are unable to perform duties to the capacity required.
- 17.2 Specific conditions relating to the supported wage system are detailed in Annex C.

## **18 Salary packaging**

- 18.1 The Director-General may approve an employee to participate in salary packaging through





providers approved by ONI.

- 18.2 Where an employee has approval to participate in salary packaging, they may choose to package up to 100 per cent of their salary.
- 18.3 Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.
- 18.4 Additional detail is available in the ONI Human Resources Policy Manual.



## Part C – Allowances

### 19 Community allowance

- 19.1 All employees covered by the agreement will receive an ONI community allowance, an allowance that is paid fortnightly and counts as salary for all purposes (other than base salary purposes). The allowance acknowledges the special requirements applicable to employment with ONI, including the need to comply with the requirements of regular high-level personal security assessments, financial and psychological assessments and in recognition of the unique intrusions and restrictions imposed on employees as intelligence professionals in the Office of National Intelligence. The minimum allowance rates are:
- a) APS 1-6 – an allowance of 2 per cent of the highest salary point for the APS 6 classification;
  - b) Executive Levels 1 and 2 – an allowance of 2 per cent of the employee's annual salary.

### 20 Higher duties allowance

- 20.1 Where a role needs to be filled for two or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive position classification level.
- 20.2 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director-General.
- 20.3 Where an employee is found to be eligible for salary progression at their acting classification 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.
- 20.4 Where an employee is assigned only part of the higher duties, the Director-General will determine the amount of allowance payable.
- 20.5 Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least two working weeks.
- 20.6 The Director-General may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 20.7 The Director-General may approve the payment of higher duties allowance while an employee is on short periods of leave on a case-by-case basis.



## 21 Workplace responsibility allowances

- 21.1 A workplace responsibility allowance will be paid to an employee – who is either appointed by ONI or elected by eligible peers – to one of the following roles:
- a) First Aid Officer;
  - b) Health and Safety Representative;
  - c) Emergency Warden;
  - d) Harassment Contact Officer; and
  - e) Mental Health First Aid Officer.
- 21.2 A workplace responsibility allowance may be paid where an employee is appointed by the Director-General or elected by eligible peers to an ONI-specific position not covered under clause 21.1.
- 21.3 An employee is not to receive more than one workplace responsibility allowance unless approved by the Director-General due to operational requirements.
- 21.4 An employee's physical availability to undertake the role will be considered by ONI 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 Workplace Behaviours Advisors, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
- 21.5 The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- 21.6 As a salary-related allowance, the rates in clause 21.5 will continue to be increased in line with headline salary increases. These increases are incorporated in the minimum rates in the table above.
- 21.7 The full allowance, being the minimum rate (as varied from time to time), is payable regardless of flexible work, part-time and casual arrangements, provided the employee engages in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## 22 ONI language proficiency allowance

- 22.1 ONI language proficiency allowance (LPA) will be paid to eligible employees.
- 22.2 The rates and conditions applicable for LPA will be determined by the Director-General.



- 22.3 Language proficiency allowance will not be paid where an employee is in receipt of community language allowance for the same language.
- 22.4 As a salary-related allowance, the ONI language proficiency allowance will increase in line with headline salary increases.
- 22.5 Further information is outlined in the ONI Language Skills Policy.

## 23 Community language allowance

- 23.1 A community language allowance will be paid where the Director-General 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 Director-General.
- 23.2 The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Director-General, 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 Director-General.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 23.3 The allowance is calculated annually and paid fortnightly.



- 23.4 The full allowance is payable regardless of flexible work and part-time arrangements.
- 23.5 The allowance is payable during periods of paid leave.
- 23.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.
- 23.7 Further information is outlined in the ONI Language Skills Policy.

## **24 Motor vehicle allowance**

- 24.1 The Director-General may authorise an employee to use a private motor vehicle for official purposes. If this is the case, a motor vehicle allowance will be paid to the employee at a rate determined by the Director-General.
- 24.2 The Director-General will determine the eligibility criteria for an employee to be eligible to receive the allowance.

## **25 Meal allowance**

- 25.1 An employee will be paid a meal allowance if the employee:
  - a) performs overtime;
  - b) is directed by their manager, due to operational requirements, to work a continuous period of at least two hours outside the span of hours; and
  - c) the period over which the employee works the overtime extends over a meal period.
- 25.2 For the purposes of clause 25.1, meal periods are:
  - a) on weekdays (Monday to Friday): 7.00am to 9.00am, 7.00pm to 8.00pm and, midnight to 1.00am
  - b) on Saturdays, Sundays and public holidays: 7.00am to 9.00am, 12.30pm to 1.30pm, 7.00pm to 8.00pm; and midnight to 1.00am.
- 25.3 Further information is provided in the ONI Human Resources Policy Manual.

## **26 Restriction allowance**

- 26.1 The Director-General may require that, for a specified period outside the span of hours, an employee must be contactable and available to perform work.
- 26.2 Where the requirement in clause 26.1 is in accordance with an approved duty roster, a restriction allowance will be paid at the following rates.



Time of restriction	Rate
a) For each hour restricted on Monday to Friday	7.5% of the employee's hourly base salary rate
b) For each hour restricted on Saturday and Sunday	10% of the employee's hourly base salary rate
c) For each hour restricted on Public Holidays	15% of the employee's hourly base salary rate

- 26.3 Restriction allowance is payable even when the rostered employee may not attend or perform work during the restricted period.
- 26.4 APS Level 1-6 employees will be paid overtime or provided absence from duty in lieu of overtime in accordance with clause 37 if the employee is:
- a) subject to the requirement in clause 26.1; and
  - b) required to perform work.
- 26.5 If an APS Level 1-6 employee is required to perform work in accordance with clause 26.4, and the employee is paid overtime, the employee must be paid:
- a) a minimum of one hour's work, if work is performed without the necessity to travel to the workplace; or
  - b) a minimum of three hours' work (including travel time for attending the workplace), if it is necessary for the employee to travel to a workplace to perform the work.
- 26.6 An APS Level 1-6 employee is not entitled to be paid a restriction allowance for a period when the employee:
- a) is paid overtime for performing work during the period; or
  - b) is provided approval for absence from duty in lieu of overtime payment for performing work during the period.
- 26.7 An Executive Level employee will receive TOIL in accordance with clause 36 if:
- a) they are subject to the requirement in clause 26.1; and
  - b) required to perform work.
- 26.8 Where an employee receiving a restriction allowance is required to attend the office outside the span of hours, the Director-General may approve reimbursement of travel expenses.



## Part D – Classification Structure

### 27 ONI cadets, trainees and graduates

- 27.1 ONI Cadets, Trainees and Graduates are assigned a classification in accordance with the Schedule 1 of the *Public Service Classification Rules 2000*.

#### ONI CADETS

- 27.2 ONI Cadets, including Indigenous cadets, will:
- a) at the commencement of training, be allocated the classification of APS Level 1;
  - b) be paid at the rate applicable to the minimum pay point of an APS Level 1 classification for periods of practical training; and
  - c) be paid at a rate of 57 per cent of the minimum pay point of the APS Level 1 classification for periods of full-time study.
- 27.3 Upon successful completion of their training, ONI Cadets will be allocated the classification of APS Level 3, and paid at the minimum pay point of that level.
- 27.4 ONI Cadets are entitled to reimbursement for all compulsory fees and the reasonable costs of books and equipment incurred in the course of their studies.

#### ONI TRAINEES

- 27.5 ONI Trainees will:
- a) at the commencement of training, be allocated the classification of APS 1 level; and
  - b) be paid at the rate applicable to the minimum pay point of the APS Level 1 classification.
- 27.6 Upon successful completion of their training, ONI Trainees will be allocated the classification of APS Level 2, and paid at the minimum pay point of the APS Level 2 classification.

#### ONI GRADUATES

- 27.7 ONI Graduates will:
- a) at the commencement of their program, be allocated a minimum classification of APS Level 3; and
  - b) be paid at the rate applicable to the minimum pay point of the APS Level 3 classification.
- 27.8 Upon successful completion of their training, ONI Graduates can advance to minimum APS Level 4 if the advancement requirements set out at clause 29.4 are met.



## 28 Classifications and Work Level Standards

- 28.1 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in the agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the *Public Service Act 1999*.

## 29 Advancement within the broadband

- 29.1 ONI's broadband structure is set out at Annex B and consists of:
- a) ONI Broadband A (APS Level 5-6);
  - b) ONI Broadband B (APS Level 3-4); and
  - c) ONI Broadband C (APS Level 1-2).
- 29.2 Under sub-rule 9(4) the *Public Service Classification Rules 2000*, the Director-General may allocate additional broadbands to groups of duties where the group of duties involves work value applying to more than one classification. For the avoidance of doubt, the classification of an employee under the *Public Service Classification Rules 2000* is not a matter arising under this agreement.
- 29.3 The Director-General may advance an employee to a higher classification within a broadband, as set out in Annex B.
- 29.4 An employee may only advance through the broadband where:
- a) a group of duties involves work value applying to a higher classification level; and
  - b) the employee demonstrates the necessary capabilities, knowledge and expertise required to perform the group of duties at the higher classification; and
  - c) the employee's performance is rated as 'meets expectations' or higher in accordance with ONI's Performance Development Framework.
- 29.5 The ONI Human Resources Policy Manual provides additional detail on these arrangements.





## Part E – Working hours and arrangements

### 30 Job Security

#### COMMITMENT TO ONGOING EMPLOYMENT AND REBUILDING APS CAPACITY

- 30.1 The APS is a career-based public service. In its engagement decisions, ONI recognises that the usual basis for engagement of APS employees is as an ongoing employee.

#### REPORTING

- 30.2 ONI will report to the Staff Consultative Committee 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 ONI.

#### PATHWAYS TO PERMANENCY

- 30.3 ONI and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, ONI 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.

### 31 Casual (irregular or intermittent) employment

- 31.1 A casual (irregular or intermittent) employee is defined in clause 5 of this agreement.
- 31.2 A decision to expand the use of casual employees is subject to consultation obligations set out in clause 90 of the agreement.
- 31.3 ONI 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 Committee.
- 31.4 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive:
- a) a 25 per cent loading on the base hourly rate of their classification;
  - b) community allowance calculated on the base hourly rate of their classification; and
  - c) any other applicable overtime or shift penalty rates as set out in the agreement.
- 31.5 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.
- 31.6 A casual employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.



- 31.7 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **32 Non-ongoing employment**

- 32.1 A non-ongoing employee is defined in clause 5 of the agreement.
- 32.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under the agreement's terms, except:
- a) personal/carer's leave accrual at clause 51.6; and
  - b) the redundancy provisions at clause 95, subject to clause 32.3.
- 32.3 If a non-ongoing employee's contract is not permitted by section 333(E) of the FW Act, then the redundancy provisions at clause 95, will apply.
- 32.4 If the redundancy provisions apply to an employee under clause 32.3, ONI must adhere to the consultation requirements at clauses 90 and 95.

## **33 Working hours**

- 33.1 The ordinary hours of work for full-time employees is 147 hours over a four week period (the 'settlement period'), i.e. an average of 36 hours and 45 minutes (36.75 hours) per week. The settlement period will comprise two consecutive pay periods, commencing on Pay One of the relevant financial year.
- 33.2 For part-time employees (whose hours are less than 147 hours over a settlement period), the ordinary hours of work are those agreed by the employee and the Director-General under a part time work agreement approved under clause 39 or 40 of the agreement.
- 33.3 For a position that ONI establishes and designates to be a part-time position, the ordinary hours of work will be those hours designated for the position.
- 33.4 An employee will not be required to work more than:
- a) 10 hours' ordinary time on any day; and
  - b) five consecutive hours without a meal break of at least 30 minutes.
- 33.5 Notwithstanding clause 33.4, the Director-General may approve an employee's request to work up to six consecutive hours without a meal break of at least 30 minutes, having regard to operational requirements and work health and safety risks.
- 33.6 Further information is in the ONI Human Resources Policy Manual.

## **34 Span of hours**

- 34.1 The span of hours during which an employee may work their ordinary hours is 7.00am to 7.00pm, Monday to Friday.



## **35 Flextime for APS Level 1-6 employees**

- 35.1 Flextime is the time an APS 1-6 employee works within the span of hours (as per clause 34) that is additional to their ordinary hours of work which does not attract payment of overtime allowance. Executive Level employees are not eligible to accrue flextime.
- 35.2 The following flextime arrangements will apply to eligible staff:
- a) flextime is accrued where there is a real need for the employee to work additional hours beyond the ordinary hours;
  - b) the maximum flextime credits an employee may carry over to the next settlement period is 40 hours;
  - c) in exceptional circumstances, the Director-General may approve an employee to accrue more than 40 hours of flextime credits;
  - d) an employee may carry over a maximum of 10 hours flex debit accumulated in any one settlement period into the next settlement period. However, where the maximum debit is exceeded at the end of the settlement period, the amount over the maximum debit may be recouped by one or a combination of the following methods:
    - i. the employee will work additional hours, within the span of hours;
    - ii. a deduction will be made from the employee's annual leave balance; and/or
    - iii. the amount owing by the employee will be deducted from their pay.
  - e) employees may take flex leave subject to the agreement of their manager.
- 35.3 Further information in relation to the administration of flextime is contained in the ONI Human Resources Policy Manual.

## **36 Executive Level TOIL**

- 36.1 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 36.2 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by ONI.
- 36.3 A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 36.4 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 36.5 An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.



- 36.6 The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 36.7 Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **37 Overtime**

- 37.1 Clauses 37.2 to 37.13 apply to employees classified at the APS Level 1-6 classifications or as an Executive Level IT specialist.
- 37.2 An Executive Level IT specialist means an Executive Level employee whose job role requires specialist knowledge, qualifications, skills and/or experience in Information Technology (IT).
- 37.3 The Director-General may direct an employee to work overtime.
- 37.4 An employee works overtime if they are directed by the Director-General to perform work:
- a) in addition to their ordinary hours of work; or
  - b) for more than 10 hours on any one day.
- 37.5 If an employee is not directed by the Director-General to work overtime, and the employee performs work in addition to their ordinary hours of work, or for more than 10 hours on any one day, the work will not be authorised and will not be paid (i.e. overtime is not to be self-initiated).
- 37.6 In addition to clause 37.4, and despite clause 37.5, the Director-General may authorise that a period of work is to be treated as overtime for the purposes of this clause. If such an authorisation is not given to the employee to work overtime, the work will not be authorised and will not be paid (i.e. because it will be considered self-initiated overtime).

### **PAYMENT FOR OVERTIME**

- 37.7 If an employee works overtime, they will be paid for all hours worked at the following penalty rates:

Time of work	Penalty Rate (Rate of hourly base salary to be applied)	Penalty Rate (Casual) (Rate of hourly base salary to be applied)
a) Ordinary Hours (no overtime)	100%	125%



b) Monday to Saturday – for the first three hours of overtime each day	150%	150%
c) Monday to Saturday – after three hours of overtime each day	200%	200%
d) Work performed on a Sunday	200%	200%
e) Work performed on a public holiday	250%	250%

Note: For employees who work overtime, base salary hourly rate will be calculated as follows:

Base salary hourly rate on a rostered shift = *base salary hourly rate x penalty rate*.

#### RECALL TO WORK

- 37.8 An employee will be paid for a minimum of four hours, at the relevant penalty rate, for each time they are recalled to work. However:
- a) if the employee is recalled to work two or more times on any one day, the employee will not be entitled to be paid more than if they remained on duty from the commencement of the first recall to work until the completion of work for the day; and
  - b) the employee must be paid a minimum of four hours, at the higher penalty rate for the duration of the recall to work, if:
    - i. they are recalled to work;
    - ii. the work is not continuous with their ordinary hours of work; and
    - iii. they are required to work a continuous period before and after midnight.



37.9 Clause 37.8 applies if an employee:

- a) is directed by the Director-General to work overtime;
- b) has left their usual work location following the completion of duty; and
- c) in order to work the overtime, is required to return to their usual work location (i.e. recalled to work).

37.10 Clause 37.8 does not apply if an employee is paid under clause 44 for the recall to work.

#### **REST RELIEF AFTER OVERTIME**

37.11 If an employee performs overtime (whether that overtime is continuous with the employee's ordinary hours of work or requires a separate attendance), on the completion of the overtime and before recommencing work, the employee will be entitled to a break of at least eight hours, plus reasonable travel time, between those periods of work (**Rest Relief Break**).

37.12 If the Rest Relief Break overlaps with the employee's ordinary hours of work, the employee will be:

- a) entitled to be absent from work for the duration of the break; and
- b) will be paid their normal salary for their ordinary hours of work, despite being absent from work.

37.13 If an employee is unable to take a Rest Relief Break due to the operational needs of ONI, the employee will be paid at a rate of double time until the break is taken.

#### **APS LEVEL 1-6 ABSENCE FROM DUTY IN LIEU OF OVERTIME WORKED**

37.14 Clause 37.15 only applies to employees classified at the APS Level 1-6 classifications.

37.15 If the Director-General and an employee agree, the employee may be absent from duty in lieu of receiving a payment for working overtime. The duration of the absence will be calculated by reference to the relevant penalty rate that the employee would have been paid for working the overtime.

37.16 Absence from duty will be treated as paid leave.



## 38 Shift work

- 38.1 The Director-General may require an employee to work their ordinary hours or work outside the span of hours on a shift roster. Employees who perform work on a shift roster will be paid at the following penalty rates:

Rostered time of work	Penalty Rate (Rate of hourly base salary to be applied)	Casual Employee Penalty Rate (Rate of hourly base salary to be applied)
a) Ordinary Hours (no penalty rate when the rostered shift falls wholly between the hours 7.00am and 7.00pm Monday to Friday)	100%	125%
b) Work performed on a shift (a penalty rate applies to the whole shift if any part falls between 7.00pm and 7.00am Monday to Friday)	115%	140%
c) Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 7.00pm and 7.00am Monday to Friday	130%	155%
d) Work performed on a Saturday	150%	175%
e) Work performed on a Sunday	200%	225%
f) Work performed on a public holiday	250%	275%

Note: For employees who perform work on a rostered shift, base salary hourly rate will be calculated as follows:

Base salary hourly rate on a rostered shift = *base salary hourly rate* x *penalty rate*.

- 38.2 For the purposes of clause 38.1 an employee works in accordance with a shift roster if the Director-General has determined the employee's ordinary hours are to be a rostered shift.
- 38.3 Employees on shift rosters will complete, on average, 36.75 hours of work per week over a roster cycle (pro-rata for part time employees). If the rostered hours worked by an employee do not reach an average of 36.75 hours over a roster cycle (or the agreed



ordinary hours for part-time employees), the employee is to make up the shortfall of hours to a total of 36.75 hours (or the agreed ordinary hours for part-time employees), performing their regular duties, during the span of hours. The employee will be paid the relevant shift rate specified in clause 38.1.

- 38.4 Where a casual employee is required to perform shift work, the casual employee shall be engaged for a minimum of three hours per shift or shall be paid for a minimum of three hours at the relevant shift rate specified in clause 38.1.
- 38.5 The minimum shift penalty payment payable for ordinary duty performed on a public holiday for each separate attendance will be four hours.

## **39 Flexible Working arrangements**

- 39.1 ONI, employees and their union(s) recognise:
- a) 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;
  - b) access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c) access to flexible work supports APS 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;
  - d) that flexibility applies to all roles in ONI, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 39.2 ONI is committed to engaging with employees and their union(s) to build a culture that supports flexible working arrangements across ONI at all levels. This may include developing and implementing strategies through the Staff Consultative Committee.
- 39.3 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**

- 39.4 The following provisions do not diminish an employee's entitlement under the NES.
- 39.5 An employee may make a request for a formal flexible working arrangement.
- 39.6 The request must:
- a) be in writing;
  - b) set out details of the change sought (including the type of arrangement sought and





the proposed period the arrangement will operate for); and

- c) 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.

39.7 The Director-General must provide a written response to a request within 21 days of receiving the request.

39.8 The response must:

- a) state that the Director-General approves the request and provide the relevant detail in clause 39.9; or
- b) if following discussion between ONI and the employee, ONI 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
- c) state that the Director-General refuses the request and include the following matters;
  - i. details of the reasons for the refusal; and
  - ii. set out ONI's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - iii. either:
    - 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 ONI would be willing to make; or
    - state that there are no such changes; and
  - iv. 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.

39.9 Where the Director-General approves the request, this will form an arrangement between ONI and the employee. Each arrangement must be in writing and set out:

- a) any security and work health and safety requirements;
- b) a review date (subject to clause 39.13); and
- c) the cost of establishment (if any).

39.10 The Director-General may refuse to approve the request only if:

- a) ONI has discussed the request with the employee; and



- b) ONI 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
- c) ONI and the employee have not reached such an agreement; and
- d) ONI has had regard to the consequences of the refusal for the employee; and
- e) the refusal is on reasonable business grounds.

39.11 Reasonable business grounds include, but are not limited to:

- a) the new working arrangements requested would be too costly for ONI;
- b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f) 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.

39.12 For First Nations employees, ONI must consider connection to country and cultural obligations in responding to requests for altering the location of work.

39.13 Approved flexible working arrangements will be reviewed by ONI 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**

39.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 39.6. An employee may request to pause or terminate an approved flexible working arrangement.

39.15 The Director-General may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 39.17.

39.16 ONI 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.

- 39.17 Prior to the Director-General varying, pausing or terminating the arrangement under clause 39.15, ONI must have:
- a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - b) 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);
  - c) had regard to the consequences of the variation, pause or termination for the employee;
  - d) ensured the variation, pause or termination is on reasonable business grounds; and
  - e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 39.8(c).

#### **WORKING FROM HOME**

- 39.18 ONI 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.
- 39.19 ONI may provide equipment necessary for, or reimbursement for, all or part of the costs associated with establishing a working from home arrangement.
- 39.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 39.21 ONI will provide employees with guidance on working from home safely.
- 39.22 Employees will not be required by ONI 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, ONI will consider the circumstances of the employees and options to achieve work outcomes safely.

#### **AD-HOC ARRANGEMENTS**

- 39.23 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.
- 39.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 39.25 Requests for ad-hoc arrangements are not subject to the request and approval processes



detailed in clauses 39.4 to 39.13.

- 39.26 ONI 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.
- 39.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, ONI should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### **ALTERING SPAN OF HOURS**

- 39.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Director-General, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. ONI will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

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

- 40.1 Employees engaged on a full-time basis, will not be compelled to convert to part-time employment.
- 40.2 Employees engaged on a part-time basis, will not be compelled to convert to full-time employment.

### **41 End of Year closedown**

- 41.1 ONI will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 41.2 Employees will not be required to attend for work on the days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.
- 41.3 The Director-General may determine the need for a duty roster over the End of Year closedown period. Those employees on the duty roster will be paid Restriction Allowance. Should an APS 1-6 employee in receipt of Restriction Allowance be required to attend to work (from home or at the office) they will receive overtime. Executive Level employees will be eligible for TOIL.
- 41.4 The Director-General may direct employees to attend work over the End of Year closedown due to operational requirements. Those employees will be given reasonable notice of the requirement and will receive TOIL at ordinary time for the days they would have otherwise not been required to attend for work. Should there be a requirement to work on the public holidays during this period, APS 1 to 6 employees will be paid overtime or accrue absence from duty in lieu of overtime in accordance with clause 37. Executive Level employees will receive TOIL.



## 42 Public holidays

- 42.1 Employees are entitled to the following holidays each year as observed at their usual work location in accordance with the FW Act:
- a) 1 January (New Year's Day);
  - b) 26 January (Australia Day);
  - c) Good Friday and the following Monday;
  - d) 25 April (Anzac Day);
  - e) 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);
  - f) 25 December (Christmas Day);
  - g) 26 December (Boxing Day); and
  - h) 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 *Fair Work Regulations 2009* from counting as a public holiday.
- 42.2 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.
- 42.3 The Director-General 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.
- 42.4 The Director-General 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. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 42.5 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.
- 42.6 Where a public holiday falls during a period when an employee is absent on leave (other than Annual, paid Personal 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.)
- 42.7 If under a law of a State or Territory every 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 42.1(a) to 42.1(h).

- 42.8 An employee, who is absent on a day or part day that is a public holiday in their usual work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 42.9 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Director-General 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 equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

### **43 Direction to work standard hours**

- 43.1 The Director-General may direct an employee to attend their usual work location to perform their ordinary hours of work during standard hours only (i.e. 8.30am to 12.30pm; 1.30pm to 4.51pm) in circumstances where:
- a) the Director-General considers an employee's attendance to be unsatisfactory;
  - b) the Director-General considers an employee to be misusing flextime;
  - c) there is insufficient work to warrant an employee working additional hours;
  - d) the Director-General has reason to believe there are work health and safety or security concerns.
- 43.2 The Director-General may determine another pattern for working standard hours within the span of hours, where requested by the employee.

### **44 Emergency duty**

- 44.1 The Director-General may direct an employee to attend work, without prior notice, to meet an emergency outside the span of hours.
- 44.2 For all hours worked to meet the emergency (plus any time necessarily spent travelling to and from the workplace), an employee is entitled to be paid double time, or receive time off in lieu at a rate equivalent to double time, if the employee is:
- a) classified at the APS Level 1-6 classifications;
  - b) directed to attend work in accordance with clause 44.1;
  - c) not paid a Restriction Allowance for the period that the employee is required to attend to meet the emergency; and
  - d) not an employee to whom is entitled to shift penalty rates at clause 38.



- 44.3 If an APS Level 1-6 employee is required to perform work in accordance with clause 44.1, the minimum payment will be two hours at double time.
- 44.4 If an Executive Level employee is directed to attend work in accordance with clause 44.1, the employee will receive TOIL on an hour for hour basis for all hours worked attending to the emergency, plus any time necessarily spent in travelling to and from the workplace.
- 44.5 If an employee is directed to attend the office outside the ordinary span of hours and is not receiving Restriction Allowance, the employee will be entitled to be reimbursed for travel expenses.

#### **EMERGENCY EVENTS AND CRISIS SITUATIONS**

- 44.6 In responding to an emergency event or crisis situation, the Director-General will consider the additional resources and staffing arrangements required to enable an appropriate agency response. This may include employees working outside the bandwidth, extended operating hours, and establishing shift work and rostering arrangements.
- 44.7 An emergency response may include, but is not limited to, the establishment of Watch Offices or temporary Taskforces, as required by the Director-General.
- 44.8 The Director-General may approve enhanced arrangements during an emergency event or crisis situation, including, but not limited to:
- a) flextime;
  - b) overtime/time in lieu;
  - c) overtime meal break allowance;
  - d) restriction allowance; and/or
  - e) Executive Level TOIL.
- 44.9 Further information is provided in the ONI Human Resources Policy Manual.

### **45 Child and dependant care**

- 45.1 Where an employee is required to attend for work outside the employee's bandwidth hours and with less than 24 hours' notice, the Director-General may reimburse the employee for some or all of the cost of additional dependant care arrangements, on receipt of satisfactory evidence from the employee.



## Part F – Leave

### 46 Annual leave

- 46.1 Clauses 46.2 to 46.8 apply to employees, other than an employee who is a casual employee (irregular or intermittent employee).
- 46.2 Employees are entitled to four weeks (20 working days) paid annual leave for each full year of service. Annual leave will be accrued daily and credited fortnightly. Annual leave for part-time employees accrues on a pro-rata basis.
- 46.3 Shiftworkers will be entitled to an additional half a day paid annual leave for each Sunday rostered, up to a maximum of five days per year. A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation.
- 46.4 Annual leave may be taken at any time, subject to operational requirements and the approval of the Director-General. The Director-General will not unreasonably refuse an employee's request for annual leave.
- 46.5 Annual leave counts as service for all purposes.
- 46.6 An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than 45 weeks accrues annual leave credits on a pro-rata basis based on the hours worked.
- 46.7 The Director-General may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be re-credited to the extent of any other leave granted.
- 46.8 Employees will receive payment in lieu of any accrued and untaken annual leave upon separation from the APS.

### 47 Annual leave at half pay

- 47.1 If an employee requests to take paid annual leave at half pay, the Director-General may approve a request for paid annual leave to be taken at half pay subject to the employee having an annual leave balance of 40 days or less after taking the period of leave.

### 48 Annual leave (Excessive leave)

- 48.1 If an employee has an annual leave balance of more than 60 days, the Director-General may direct the employee to take annual leave for a period required to reduce the annual leave balance to 40 days.





## **49 Cash out of annual leave**

- 49.1 The Director-General will approve requests from employees to cash out annual leave provided that:
- a) each amount to be cashed out is agreed to in writing by the Director-General and the employee;
  - b) the employee has taken at least 2 weeks (10 days) of annual leave or long service leave in the preceding 12 months;
  - c) the employee has at least four weeks (20 days) annual leave left over after the amount of annual leave is cashed out;
  - d) the payment for cashed out annual leave is the same as what the employee would have been paid if they took leave; and
  - e) the employee has not been forced or pressured to cash out their annual leave.

## **50 Purchased annual leave**

- 50.1 The Director-General may approve requests by employees to purchase up to 20 additional days of annual leave per calendar year. On approval, a fortnightly deduction of salary and community allowance will be made calculated on the basis of the gross amount of salary and allowances for the approved period of additional annual leave.
- 50.2 Purchased Leave does not affect an employee's continuity of service and does not affect salary for superannuation purposes.
- 50.3 Further information in relation to purchased annual leave is provided in the ONI Human Resources Policy Manual.

## **51 Personal/Carer's leave**

### **USAGE OF PERSONAL/CARER'S LEAVE**

- 51.1 Clauses 51.2 to 51.9 apply to employees, other than an employee who is a casual employee (irregular or intermittent employee).
- 51.2 An employee may take personal/carers leave if the leave is taken:
- a) because the employee is not fit for work because of a personal illness, or personal injury;
  - b) to attend appointments with a registered health practitioner;
  - c) to manage a chronic condition; or



- d) to provide care or support to a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for, who requires care or support because of:
  - i. a personal illness, or injury, affecting the other person; or
  - ii. an unexpected emergency affecting the other person.

51.3 A person that an employee has caring responsibilities for may include a person who needs care because they:

- a) have a medical condition, including when they are in hospital;
- b) have a mental illness;
- c) have a disability;
- d) are frail or aged; and/or
- e) are a child, not limited to a child of the employee.

51.4 For each occasion an employee takes paid personal/carer's leave, the employee must comply with the notice and evidence requirements set out in clauses 51.15 to 51.19 below.

#### **ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE**

51.5 For each year of service with ONI, subject to clauses 51.6 and 52.7, an employee is entitled to 18 days of paid personal/carer's leave.

51.6 If an employee is commencing employment in the APS, on commencement and for the first year of service, the employee will be credited with:

- a) 18 days of paid personal/carer's leave, if the employee is a full-time employee; or
- b) a pro-rata amount of the amount in clause 51.6 a), according to the employee's ordinary hours of work if the employee is a part-time employee;
- c) 18 days at a pro-rata amount, if the employee is a non-ongoing employee. The employee will be credited personal/carer's leave calculated based on the employee's:
  - iii. ordinary hours of work; and
  - iv. initial period of non-ongoing employment with ONI, if the initial period is less than 12 months,

provided that, immediately before commencing their initial period of employment as a non-ongoing employee with ONI, the employee does not have a previous period of service (as a full-time or part-time employee) that is recognised by ONI under clause 52.

51.7 Otherwise, in the following circumstances, an employee's entitlement to paid personal/carer's leave accrues daily during a year of service (other than periods of



employment as a casual employee of the employer) according to the employee's ordinary hours of work, and is credited monthly:

- a) in subsequent years of employment with ONI;
- b) for continuous periods of non-ongoing employment; or
- c) where an employee has a previous period of service (as a full-time or part-time employee) that is recognised by ONI under clause 52.

51.8 The Director-General may approve for an employee to take personal/carer's leave at half pay.

51.9 If, in accordance with clause 51.2, an employee takes a period of paid personal/carer's leave, ONI must pay the employee the employee's base salary and any allowance usually payable for the employee working their ordinary hours of work in the period.

#### **UNPAID CARER'S LEAVE**

51.10 Clauses 51.11 to 51.14 below apply to employees who:

- a) are casual employees (irregular or intermittent); or
- b) have exhausted their paid personal/carer's leave entitlements.

51.11 An employee may be absent without pay when not fit for work due to personal illness or injury.

51.12 An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) where the leave is taken for the purpose mentioned in clause 51.2d) above.

51.13 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 his or her employer agree.

51.14 For each permissible occasion, the employee must comply with the notice and evidence requirements set out in clauses 51.15 to 51.19 below.

#### **NOTICE AND EVIDENCE REQUIREMENTS FOR PERSONAL/CARER'S LEAVE**

51.15 An employee must give ONI notice of the taking of paid personal/carer's leave, or unpaid carer's leave, by the employee.

51.16 An employee who has given ONI notice of the taking of paid personal/carer's leave or unpaid carer's leave must, if requested by the Director-General, provide Acceptable Evidence supporting the taking of the leave if the personal/carer's leave is to be (or has been) taken for:

- a) more than 3 consecutive working days; and/or
- b) more than 8 working days per calendar year without medical or other supporting documentation.



- 51.17 Acceptable Evidence includes:
- a) a certificate from a registered medical practitioner;
  - b) a statutory declaration; or
  - c) another form of evidence approved by the Director-General.
- 51.18 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.
- 51.19 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as an unauthorised absence.
- 51.20 The Director-General may waive the requirement for an employee to provide Acceptable Evidence in exceptional circumstances.
- 51.21 Unused personal/carers' leave will not be paid out on termination of employment.
- 51.22 The Director-General may, in exceptional circumstances, grant employees additional Miscellaneous Leave on full or half pay, where paid personal/carers' leave has been exhausted.
- 51.23 An employee's employment will not, without the employee's consent, be terminated on invalidity grounds before the employee's paid personal/carers' leave has been exhausted.
- 51.24 Further information in relation to personal/carers' leave is provided in the ONI Human Resources Policy Manual.

## **52 Portability of Leave**

- 52.1 Where an employee moves into ONI from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carers' leave will be transferred, provided there is no break in continuity of service.
- 52.2 Where an employee is engaged in ONI immediately following a period of ongoing or non-ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers' leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 52.3 Where an employee is engaged as an ongoing employee in ONI, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carers' leave will be recognised.
- 52.4 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carers' leave will be recognised.



- 52.5 Where an employee is engaged as an ongoing employee in ONI, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 52.2), the Director-General will recognise any unused accrued personal/carer's leave at the employee's request. The Director-General will advise the employee of their ability to make this request.
- 52.6 Where an employee is engaged as an ongoing employee in ONI, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director-General may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 52.7 For the purposes of clauses 52.1 to 52.6, an employee with a break in service of less than two months is considered to have continuity of service.

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

- 53.1 When an employee is on:
- a) annual leave;
  - b) purchased leave;
  - c) defence reservist leave;
  - d) First Nations Ceremonial leave;
  - e) NAIDOC leave;
  - f) cultural leave; or
  - g) long service leave; and
- becomes eligible for, under legislation or this agreement:
- a) personal/carer's leave;
  - b) compassionate or bereavement leave;
  - c) jury duty;
  - d) emergency services leave;
  - e) leave to attend to family and domestic violence circumstances; or
  - f) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave,
- the affected period of leave will be re-credited.
- 53.2 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.
- 53.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.



## 54 Long service leave

- 54.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 54.2 The minimum period for which long service leave will be granted is seven 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 at clause 53 of the agreement.

## 55 Miscellaneous leave

- 55.1 The Director-General may authorise miscellaneous leave, either with or without pay, for a variety of purposes, on a case by case basis. Paid leave granted under this clause will not be deducted from the employee's leave balances. Miscellaneous leave may be granted:
- a) for the period requested or for another period;
  - b) with or without pay; and
  - c) subject to conditions.
- 55.2 In accordance with clause 70, the Director-General may authorise miscellaneous leave to casual employees to provide for paid family and domestic violence leave, and otherwise by Government directive.

## 56 Cultural, ceremonial and NAIDOC leave

### CULTURAL LEAVE

- 56.1 The Director-General may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
- 56.2 The Director-General may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 56.3 Cultural leave can be taken as part days.
- 56.4 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 56.5 to 56.8

### FIRST NATIONS CEREMONIAL LEAVE

- 56.5 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.
- 56.6 The Director-General may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 56.7 First Nations ceremonial leave can be taken as part days.



- 56.8 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

#### NAIDOC LEAVE

- 56.9 First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- 56.10 NAIDOC leave can be taken in part days.

## 57 Parental leave

#### PARENTAL LEAVE

- 57.1 A primary caregiver, secondary caregiver and ML Act is defined in clause 5 (definitions).
- 57.2 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. 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.
- 57.3 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 required by the ML Act.
- 57.4 Conditions in the agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in the agreement.

#### PAYMENT DURING PARENTAL LEAVE

- 57.5 An employee is entitled to parental leave with pay as per clauses 57.7 and 57.8 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.
- 57.6 Employees newly engaged or who have moved to ONI from another APS agency are eligible for paid parental leave in clauses 57.7 and 57.8 where such paid leave had not already been provided by another APS or 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 or APS employer is less than the limits specified in clauses 57.7 and 57.8, the balance is available to the employee.



- 57.7 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 as provided in **Table 1** below.

**TABLE 1: PRIMARY CAREGIVERS – CIRCUMSTANCES FOR PAID PARENTAL LEAVE**

PAID LEAVE ENTITLEMENT UNDER THE ML ACT	ADDITIONAL PARENTAL LEAVE WITH PAY UNDER THIS AGREEMENT FOR THE PRIMARY CAREGIVER
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

- 57.8 An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

**TABLE 2: SECONDARY CAREGIVERS – CIRCUMSTANCES FOR PAID PARENTAL LEAVE**

PERIOD WHICH COINCIDES WITH THE PARENTAL LEAVE PERIOD FOR THE SECONDARY CAREGIVER	PARENTAL LEAVE WITH PAY UNDER THE 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 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 57.9 **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or 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.





57.10 **Rate of payment** 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.

57.11 **Half-pay option:** 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**

57.12 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:

- a) is under 16 as at the day (or expected day) of placement;
- b) 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
- c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

57.13 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**

57.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

57.15 A stillborn child is a child:

- a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
- b) who has not breathed since delivery; and
- c) whose heart has not beaten since delivery.

#### **PREGNANCY LOSS LEAVE**

57.16 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.

57.17 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.



### **PREMATURE BIRTH LEAVE**

- 57.18 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.

### **TRANSITIONAL PROVISIONS**

- 57.19 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 57.18 until after the legislated paid maternity leave is used.

## **58 Compassionate and bereavement leave**

### **COMPASSIONATE LEAVE**

- 58.1 Employees will be eligible for three days paid compassionate leave on each occasion when:
- a) 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
  - b) the employee or their partner has a miscarriage.
- 58.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 58.3 Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 58.4 For casual employees, compassionate leave is unpaid.

### **BEREAVEMENT LEAVE**

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



## **59 Emergency response leave**

- 59.1 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:
- a) the time engaged in the activity;
  - b) reasonable travelling time; and
  - c) reasonable recovery time.
- 59.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Director-General may provide additional emergency response leave with pay.
- a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 59.3 Paid leave may be refused where the employee's role is essential to ONI's response to the emergency.
- 59.4 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.
- 59.5 The Director-General may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 59.6 Emergency response leave, with or without pay, will count as service.

## **60 Jury Duty**

- 60.1 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.
- 60.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state or territory legislation.
- a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 60.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 60.4 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 ONI for the period of absence. This will be administered in accordance with the overpayments clause.



## **61 Defence reservist leave**

- 61.1 The Director-General will give an employee leave with or without pay to undertake:
- a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - b) Australian Defence Force Cadet obligations.
- 61.2 An employee who is a Defence Reservist can take leave with pay for:
- a) up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - b) an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 61.3 Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- 61.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- a) Australian Navy Cadets;
  - b) Australian Army Cadets; and
  - c) Australian Air Force Cadets.
- 61.5 In addition to the entitlement at clause 61.2, 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.
- 61.6 Paid defence reservist leave counts for service.
- 61.7 Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- 61.8 Unpaid leave taken over six months counts as service, except for annual leave.
- 61.9 An employee will not need to pay their tax free ADF Reserve salary to ONI for any reason.
- 61.10 Eligible employees may also apply for annual leave or long service leave, or the use of flex time or TOIL, for training, cadet or other purposes.

## **62 Defence service sick leave**

- 62.1 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:
- a) war-like service; or
  - b) non-war like service.



- 62.2 An eligible employee can get two types of credits:
- a) an initial credit of nine weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - i. they start employment with the APS; or
    - ii. DVA certifies the condition; and
  - b) an annual credit of three weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 62.3 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.
- 62.4 Unused annual credits can be built up to nine weeks.
- 62.5 An employee cannot use annual credits until the initial credit is exhausted.
- 62.6 Defence Service Sick Leave is paid and counts as service for all purposes.

### **63 Leave to attend proceedings (witness leave)**

- 63.1 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.
- 63.2 An employee who is not covered under clause 63.1, 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 ONI.
- 63.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director-General if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 63.4 The Director-General 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.

### **64 Expenses on cancellation of leave/recall to duty from leave.**

- 64.1 Where an employee's leave is cancelled or the employee is recalled to duty, the Director-General will authorise reimbursement of reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or other sources. The employee may be required to provide evidence of the costs incurred.
- 64.2 Further information in relation to annual leave is set out in the relevant ONI Human Resources Policy Manual.



## **65 Absence from duty without approval**

- 65.1 Where an employee is absent from duty without approval, the Director-General may cease all pay and other benefits provided under the agreement until the employee resumes duty or the absence is authorised.



## Part G – Employee support and workplace culture

### 66 Blood donation

- 66.1 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.
- 66.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### 67 Vaccinations

- 67.1 ONI will offer annual influenza vaccinations at no cost to all employees.
- 67.2 Where ONI requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### 68 Employee assistance program

- 68.1 Employees, their 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 ONI and will be accessible on paid time.
- 68.2 Further information is available in the ONI Employee Assistance Program Policy.

### 69 Respect at work

#### PRINCIPLES

- 69.1 ONI values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. ONI recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 69.2 ONI 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

- 69.3 ONI will consult with employees and their union(s) in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.



## **70 Family and domestic violence support**

- 70.1 ONI will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 70.2 ONI recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 70.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by the agreement.
- 70.4 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:
- a) illness or injury affecting the employee resulting from family and domestic violence;
  - b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - c) providing care or support to a family member (including a 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;
  - d) making arrangements for the employee's safety, or the safety of a close relative;
  - e) accessing alternative accommodation;
  - f) accessing police services;
  - g) attending court hearings;
  - h) attending counselling; and
  - i) attending appointments with medical, financial or legal professionals.
- 70.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.
- 70.6 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.
- 70.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 70.8 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.
- 70.9 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.





- 70.10 Evidence may be requested to support ONI 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 ONI will require, unless the employee chooses to provide another form of evidence.
- 70.11 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.
- 70.12 ONI will take all reasonable measures to treat information relating to family and domestic violence confidentially. ONI will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps ONI may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 70.13 Where ONI needs to disclose confidential information for purposes identified in sub-clause 70.12, where it is possible ONI will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 70.14 ONI will not store or include information on the employee's pay slip 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.
- 70.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 70.16 ONI 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.
- 70.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in the ONI Human Resources Policy Manual.

## **71 Integrity and transparency**

### **INTEGRITY IN THE APS**

- 71.1 ONI understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ONI decisions.
- 71.2 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 APS Code of Conduct in the PS Act.



- 71.3 Employees can, during their ordinary work hours, take time to:
- a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in ONI; and
  - b) attend ONI mandated training about integrity.

## **72 First Nations cultural competency training**

- 72.1 The Director-General will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of the agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of the agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 72.2 Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of the agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **73 Lactation and breastfeeding support**

- 73.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 73.2 ONI will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 73.3. In considering whether a space is appropriate, ONI should consider whether:
- a) there is access to refrigeration
  - b) the space is lockable
  - c) there are facilities needed for expressing, such as appropriate seating.
- 73.3 Where it is not practicable for an ONI site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 73.4 ONI will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 73.5 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 change over time.
- 73.6 Further information is available in the ONI Human Resources Policy Manual.



## **74 Disaster support**

- 74.1 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 Director-General will consider flexible working arrangements to assist the employee to perform their work.
- 74.2 Where flexible working arrangements are not appropriate, the Director-General 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.
- 74.3 In considering what period of leave is appropriate, the Director-General will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.



## **Part H – Performance and development**

### **75 Performance Management**

- 75.1 Employees must participate in ONI's Performance Development Framework.
- 75.2 All employees must develop performance agreements with their manager within one month of engagement in ONI and within one month of the beginning of the annual performance cycle.
- 75.3 Employees and their managers must discuss and record learning and development requirements and opportunities.
- 75.4 The ONI Human Resources Policy Manual provides further information on performance management, including the responsibilities, rights and obligations of managers and employees in managing performance, and the management of underperformance issues.

### **76 Workloads**

- 76.1 ONI 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.
- 76.2 When determining workloads for an employee or group of employees, ONI will consider the need for employees to strike a balance between their work and personal life.
- 76.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, ONI and employee/s together must review the employee's workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees

### **77 Study Assistance**

- 77.1 The Director-General may approve study assistance to employees undertaking approved formal study.
- 77.2 Further information is available in the ONI Studies Assistance Policy.

### **78 Learning and development**

- 78.1 The Director-General may approve learning and development opportunities to support employees in their current role and in their career progression.
- 78.2 Further information is available in the ONI Human Resources Policy Manual.



## **79 Professional qualifications**

- 79.1 Where an employee requires a professional qualification to perform their role, the Director-General will reimburse reasonable costs for:
- a) membership, accreditation, registration or application fees,
  - b) yearly membership fees, and
  - c) professional development associated with maintaining the professional qualification.
- 79.2 Where an employee's professional qualification provides a direct benefit to ONI, but is not necessarily required by the employee to perform their role, the Director-General may reimburse reasonable costs as described at clause 79.1.
- 79.3 The Director-General may provide access to study leave for maintaining professional qualifications in accordance with the ONI Studies Assistance Policy.



## **Part I – Travel and location-based conditions**

### **80 Usual location of work**

- 80.1 Subject to other clauses in this agreement, an employee must perform their duties at their usual work location.
- 80.2 The Director-General and an employee may agree to vary the employee's usual work location, either on a temporary or permanent basis.
- 80.3 Nothing in this clause prevents the Director-General from determining the place or places at which an employee's duties are to be performed under section 25 of the PS Act.

### **81 Domestic travel**

- 81.1 The ONI Travel Policy sets out the approval requirements and criteria for employees to undertake domestic travel for official business.
- 81.2 Domestic air travel for official business will be provided at economy class.
- 81.3 The Director-General may authorise a different class of travel when supported by a business case.

### **82 Domestic travel expenses**

- 82.1 Where an employee is required to travel domestically on official business, the reasonable costs of travelling, accommodation, meals and incidental expenses will be covered by ONI.
- 82.2 Reasonable costs for domestic travel, accommodation, meals and incidentals will be at a rate determined by the Director-General.
- 82.3 The Director-General may authorise additional domestic travel related expenses where supported by a business case.

### **83 International travel**

- 83.1 The ONI Travel Policy sets out the approval requirements and criteria for employees to undertake international travel for official business.
- 83.2 International air travel for official business will be provided at business class or equivalent, unless business class air fares are not available (in which case premium economy or economy class will be provided).

### **84 International travel expenses**

- 84.1 Where an employee is required to travel internationally on official business, the reasonable costs of travelling, accommodation, meals and incidental expenses will be covered by ONI.



- 84.2 Reasonable costs for international travel, accommodation, meals and incidentals will be at a rate determined by the Director-General.
- 84.3 The Director-General may authorise additional international travel related expenses where supported by a business case.

## **85 Conditions for overseas postings**

- 85.1 The Director-General may determine additional conditions of service for employees working overseas on a posting of more than three months' duration.

## **86 Restriction on international travel**

- 86.1 Where an employee is proposing to undertake international travel, on official business or as personal travel outside of work, they must seek prior approval from the Director-General in accordance with the ONI International Travel Policy, as amended from time to time.
- 86.2 When considering a request to undertake international travel, the Director-General may:
- a) refuse approval to undertake the international travel;
  - b) revoke approval to undertake the international travel; and/or
  - c) impose, or provide for the imposition of, restrictions, limitations and/or conditions on employees' international travel,
- in accordance with the ONI International Travel Policy, as amended from time to time.
- 86.3 If the Director-General revokes a previously approved personal international travel request, the Director-General will reimburse the employee for travel expenses that have been incurred by the employee since the approval was given and that are not refundable to the employee (either by the provider or through travel insurance), on receipt of satisfactory evidence from the employee, consistent with the ONI International Travel Policy, as amended from time to time.

## **87 Insurance for official travel**

- 87.1 ONI will provide insurance for employees travelling for official purposes. Further information in relation to insurance for official travel is contained in the ONI Travel Policy.

## **88 Travel outside ordinary hours**

- 88.1 An employee may be entitled to flex time (for APS1-6 employees) or TOIL (for EL employees) if:
- a) they are required to travel on official business but not stay overnight; and
  - b) the time of the travel is outside of ordinary hours.



- 88.2 Flextime or TOIL accrual may take into account the time periods covering one hour before estimated departure time and one hour after arrival at the destination airport.

## **89 Relocation assistance (domestic only)**

- 89.1 Where an existing employee is required to relocate to another domestic location at the request of ONI (such as a promotion or a move determined to be in the interest of the APS), the employee will be provided with financial relocation assistance. Employees who are required to 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.
- 89.2 Where an employee is required to relocate to a domestic location on engagement with ONI, the employee will be provided with financial relocation assistance.
- 89.3 Reasonable expenses associated with the domestic relocation include:
- a) the cost of transport of the employee, dependants and partner by the most economical means;
  - b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 89.4 Additional domestic relocation assistance may be considered at the discretion of the Director-General on a case-by-case basis.





## **Part J – Consultation, representation and dispute resolution**

### **90 Consultation and consultative committees**

#### **PRINCIPLES**

- 90.1 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 90.2 ONI recognises:
- a) the importance of inclusive and respectful consultative arrangements
  - b) employees and the relevant union(s) should have a genuine opportunity to influence decisions.
  - c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on ONI policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
  - d) consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e) the benefits of employee and union(s) involvement and the right of employees to be represented by their union(s).
- 90.3 Genuine and effective consultation involves:
- a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
  - b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
  - c) considering feedback from employees and the relevant union(s) in the decision-making process; and
  - d) advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### **WHEN CONSULTATION IS REQUIRED**

- 90.4 Consultation is required in relation to:
- a) changes to work practices which materially alter how an employee carries out their work



- b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
- c) major change that is likely to have a significant effect on employees
- d) implementation of decisions that significantly affect employees
- e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in the agreement)
- f) other workplace matters that are likely to significantly or materially impact employees.

90.5 ONI, employees and the relevant union(s) 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 ONI. 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**

90.6 This clause applies if ONI:

- a) 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **REPRESENTATION**

90.7 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.

90.8 ONI must recognise the representative 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.

#### **MAJOR CHANGE**

90.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

- 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.
- 90.10 The following additional consultation requirements in clause 90.11 to 90.17 apply to a proposal to introduce a major change referred to in clause 90.4c).
- 90.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 90.5.
- 90.12 Where practicable, an ONI change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 90.13 ONI must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 90.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 90.5, ONI must:
- a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
      - the effect the proposed change is likely to have on the employees; and
      - proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - b) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the employees; and
    - iii. any other matters likely to affect the employees.
- 90.15 ONI must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 90.16 However, ONI is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.



- 90.17 If a term in the agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ONI, the requirements set out in clauses 90.11 to 90.15 are taken not to apply.

#### **CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK**

- 90.18 The following additional consultation requirements in clause 90.19 to 90.22 apply to a proposal to introduce a change referred to in clause 90.4e).
- 90.19 ONI must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 90.20 As soon as practicable after proposing to introduce the change, ONI must:
- a) discuss with employees and the relevant union(s) and/or other recognised representatives;
  - b) the proposed introduction of the change; and
  - c) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - d) invite employees and the 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).
- 90.21 However, ONI is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 90.22 ONI must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### **INTERACTION WITH EMERGENCY MANAGEMENT ACTIVITIES**

- 90.23 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 COMMITTEE**

- 90.24 The Director-General may establish a Staff Consultative Committee (SCC) to discuss relevant workplace matters.



- 90.25 The SCC 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.

#### **APS CONSULTATIVE COMMITTEE**

- 90.26 The Director-General will support the operation of the APS Consultative Committee to the extent possible. This includes providing information requested by the APSC to support the operation of the APS Consultative Committee, subject to legislative requirements.

### **91 Dispute resolution**

- 91.1 If a dispute relates to:
- a) a matter arising under the agreement; or
  - b) the NES;
- this term sets out procedures to settle the dispute.
- 91.2 An employee or union who is covered by the agreement may initiate and/or be a party to a dispute under this term.
- 91.3 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.
- 91.4 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.
- 91.5 If a dispute about a matter arising under the agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 91.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 91.6 The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. 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.*

- 91.7 While the parties are attempting to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at ONI that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) subject to sub-clause 91.7(a), 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:
    - i. the work is not safe; or
    - ii. applicable work health and safety legislation would not permit the work to be performed; or
    - 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.
- 91.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 91.9 Any disputes arising under the *Office of National Assessments Enterprise Agreement 2016-2019* or the NES that were formally notified under clause 74 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**

- 91.10 Where the provisions of clause 91.1 to 91.5 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 91.2, 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 91.5.

## **92 Delegates' rights**

#### **DELEGATES' RIGHTS**

- 92.1 Union delegates 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.
- 92.2 The role of union delegates is to be respected and supported.



92.3 ONI and union delegates will work together respectfully and collaboratively.

#### **SUPPORTING THE ROLE OF UNION DELEGATES**

92.4 ONI respects the role of union delegates to:

- a) provide information, consult with and seek feedback from employees in the workplace on workplace matters
- b) consult with other delegates and union officials, and get advice and assistance from union officials
- c) represent the interests of members to the employer and industrial tribunals
- d) represent members at relevant union forums, consultative committees or bargaining.

92.5 ONI 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.

92.6 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.

92.7 To support the role of union delegates, ONI will, subject to legislative and operational requirements, including privacy and security requirements:

- a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their union(s) and to communicate with union officials
- b) 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
- c) 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
- d) provide access to new employees as part of induction
- e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

92.8 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ONI before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.



### **93 Review of employment actions**

- 93.1 The PS Act establishes a scheme for an employee to seek a review of employment related actions.
- 93.2 For the avoidance of doubt, the right to seek a review of employment related actions, and the conduct or outcome of a review of action undertaken under the PS Act, is not a matter arising under this agreement.





## Part K – Separation and retention

### 94 Resignation

- 94.1 An employee may resign from their employment by giving the Director-General at least 14 calendar days' notice.
- 94.2 At the instigation of the Director-General, 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.
- 94.3 The Director-General has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

#### **PAYMENT ON DEATH OF AN EMPLOYEE**

- 94.4 When an employee dies, or the Director-General has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director-General must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

### 95 Redeployment, retraining and redundancy

- 95.1 These provisions apply only to ongoing employees who are not on probation.
- 95.2 Throughout the application of the following provisions, the Director-General will take all reasonable steps, consistent with the efficient management of ONI, to transfer an excess employee to a suitable vacancy at an equal classification level within ONI or in another APS agency.

#### **DISCUSSION PROCESS**

- 95.3 When the Director-General is aware that an employee(s) is likely to become excess, the Director-General will at the earliest practicable time advise the employee(s) of the situation.
- 95.4 Discussions with the potentially excess employee(s) will be held to consider:
- a) measures which might be taken to reduce the incidence of an employee becoming excess;
  - b) redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seek redeployment; and
  - c) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to elect for voluntary retrenchment.



- 95.5 The discussions will take place over such time as is reasonable, having regard to the particular matters under discussion and the need for potential redundancy situations to be resolved quickly.
- 95.6 Where an employee nominates a representative, the Director-General, or their delegate will consult with the employee's representative.
- 95.7 The Director-General may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.
- 95.8 The Director-General will identify the employees who are excess to ONI's requirements:
- a) after the discussions in clause 95.4 have been held; or
  - b) where the employee or, where they choose, their representative has declined to discuss the matter, 1 month after the Director-General has advised the employee under clause 95.4(a), and may immediately advise those employees in writing that they are excess.
- 95.9 Where 15 or more employees are likely to become excess, the Director-General will also invite employee representatives nominated by the employees to participate in the discussions referred to in clause 95.4.

#### **VOLUNTARY RETRENCHMENT**

- 95.10 Employees who are advised that they are potentially excess will be invited to elect for voluntary retrenchment which they will have 4 weeks to consider. Unless the employee agrees, notice of termination will not occur before the 4 weeks has passed. Only one invitation to elect for voluntary retrenchment will be made to an excess employee.
- 95.11 Within four weeks of receiving the invitation the employee must be given information on the amount of his or her severance pay, pay in lieu of notice and value of leave credits; the amount of his or her accumulated superannuation contributions; options open to him or her concerning superannuation; and the taxation rules applying to the various payments. This information is for guidance purposes only and is not capable of binding ONI.
- 95.12 The four-week consideration period can be reduced by agreement between the employee and the Director-General where the employee advises that they have been provided with the advice outlined in clause 95.11. Where the period is reduced, the employee will be paid for the unexpired period of the consideration period as at the date of termination; and payment in lieu of the relevant period of notice in accordance with clause 95.29.

#### **PERIOD OF NOTICE**

- 95.13 Where the employee elects for voluntary retrenchment, the Director-General can accept the employee's election and terminate their employment in accordance with section 29 of the PS Act.



- 95.14 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

#### **SEVERANCE BENEFIT**

- 95.15 An employee who elects for voluntary retrenchment under clause 95.10 and whose employment is terminated under the relevant provisions of the PS Act (section 29) is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro-rata payment for completed months of service since the last completed year of service.
- 95.16 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 95.17 The severance benefit will be calculated on a pro-rata basis for any period where an employee worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- 95.18 Subject to clauses 95.19 and 95.20, service for severance pay purposes means:
- a) service in ONI;
  - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - d) service with the Australian Defence Forces;
    - i. continuous APS service immediately preceding deemed resignation, if the service has not previously been recognised for severance pay purposes or where:
      - unless the break in service was less than two months and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency); or
    - ii. service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 95.19 Any period of service which ceased by way of termination under section 29 of the PS Act;



prior to the commencement of the PS Act by way of retrenchment; termination on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal for serious misconduct; termination of probationary appointment for reasons of unsatisfactory service; or voluntary retrenchment at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.

- 95.20 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

#### **RATE OF PAYMENT – SEVERANCE BENEFIT**

- 95.21 For the purpose of calculating any payment under clause 95.15, salary will include:
- a) the employee's salary; or
  - b) the salary of the higher position, where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
  - c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis (for example, community allowance), excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### **RETENTION PERIODS**

- 95.22 An excess employee who does not elect for voluntary retrenchment will be entitled to a retention period. Unless the employee agrees, an excess employee's employment will not be involuntarily terminated until their retention period has elapsed. The retention periods are:
- a) 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
  - b) 30 weeks for all other employees;
  - c) less any amount equivalent to the redundancy pay entitlements of the employee under Division 11 of Part 2-2 of the FW Act calculated as at the expiration of the retention period (as adjusted by this clause). For example, if an employee is entitled to a 30 week retention period, and a severance pay and a redundancy pay period of 10 weeks under section 119 of the FW Act, the retention period will be 20 weeks.
- 95.23 The retention period will commence eight weeks after the day on which the Director-General offers the employee voluntary retrenchment.
- 95.24 During the retention period the Director-General:
- a) will continue to take reasonable steps to find alternative employment for the excess employee; or



- b) may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- 95.25 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
- 95.26 The retention periods specified in clause 95.22 and the notice period specified in clause 95.30 will be extended by any periods of personal leave supported by medical evidence which is taken during these periods.
- 95.27 Where the Director-General is satisfied that there is insufficient productive work available for the employee during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS, the Director-General may terminate the employee's employment under section 29 of the PS Act.
- 95.28 Upon termination the employee will be paid a lump sum comprising:
  - a) the balance of the retention period (as shortened for the NES under clause 95.22.) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - b) an additional redundancy payment equal to the amount the retention period was shortened by under clause 95.22. i.e. the NES component.
- 95.29 An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for voluntarily retrenchment as per clause 95.22 or has elected to be voluntarily retrenched and the Director-General refuses to approve it.
- 95.30 An excess employee will be given notice in accordance with section 117 of the FW Act. The notice period will be concurrent with the retention period.

## **96 Notice of termination of employment and review mechanisms**

### **NOTICE OF TERMINATION**

- 96.1 Under section 29 of the PS Act, the Director-General may at any time, by notice in writing, terminate the employment of an APS employee in ONI.
- 96.2 For ongoing employees who are not on probation, the notice of the termination and review mechanisms will be in accordance with the provisions at clause 95 and the NES.
- 96.3 For all other employees, the notice of the termination will be in accordance with requirements set out by the NES.
- 96.4 Nothing in this Agreement prevents the Director-General from terminating the employment of an employee for serious misconduct, without notice or payment in lieu of notice, subject to compliance with the procedures established by the Director-General



under section 15 of the PS Act for determining whether an employee has breached the Code of Conduct.

#### **REVIEW RIGHTS**

- 96.5 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- a) Division 11 of Part 2-2 of the FW Act;
  - b) Parts 3-1, 3-2 and 3-6 of the FW Act;
  - c) Other Commonwealth laws (including the Constitution); and
  - d) at common law.

### **97 Mutual Separation**

- 97.1 An employee may consent to separate from their employment on terms agreed with the Director-General. Authority to agree to a mutual separation cannot be delegated from the Director-General.
- 97.2 This provision will not be used to enhance a redundancy benefit or where the employment would otherwise be terminated, without the consent of the employee, pursuant to section 29(3) of the PS Act.



## Annex A – Base salaries

ONI Broadband	APS Classification	Pay point	Base salary as at 31-Aug-23	Base salaries from commencement of the agreement	Base salaries from 13 March 2025	Base salaries from 12 March 2026
ONI Band 1C	APS Level 1	1	\$53,272	\$55,403	\$57,508	\$59,463
		2	\$55,000	\$57,200	\$59,374	\$61,393
		3	\$56,441	\$58,699	\$60,930	\$63,002
		4	\$58,690	\$61,038	\$63,357	\$65,511
	APS Level 2	1	\$60,052	\$62,454	\$64,827	\$67,031
		2	\$61,654	\$64,120	\$66,557	\$68,820
		3	\$63,227	\$65,756	\$68,255	\$70,576
		4	\$64,821	\$67,414	\$69,976	\$72,355
		5	\$66,395	\$69,051	\$71,675	\$74,112
		6	\$67,510	\$70,210	\$72,878	\$75,356
ONI Band 1B	APS Level 3	1	\$68,142	\$70,868	\$73,561	\$76,062
		2	\$69,867	\$72,662	\$75,423	\$77,987
		3	\$71,592	\$74,456	\$77,285	\$79,913
		4	\$73,401	\$76,337	\$79,238	\$81,932
	APS Level 4	1	\$75,740	\$78,770	\$81,763	\$84,543
		2	\$78,090	\$81,214	\$84,300	\$87,166
		3	\$80,074	\$83,277	\$86,442	\$89,381
		4	\$82,080	\$85,363	\$88,607	\$91,620
		5	\$83,500	\$86,840	\$90,140	\$93,205
		6	\$84,266	\$87,637	\$90,967	\$94,060
ONI Band 1A	APS Level 5	1	\$84,266	\$87,637	\$90,967	\$94,060
		2	\$86,851	\$90,325	\$93,757	\$96,945
		3	\$89,244	\$92,814	\$96,341	\$99,617
		4	\$91,731	\$95,400	\$99,025	\$102,392
	APS Level 6	1	\$93,967	\$97,726	\$101,440	\$104,889
		2	\$96,489	\$100,349	\$104,162	\$107,704
		3	\$101,249	\$105,299	\$109,300	\$113,016
		4	\$105,098	\$109,302	\$113,455	\$117,312
		5	\$106,919	\$111,196	\$115,421	\$119,345
		6	\$108,543	\$112,814	\$117,032	\$120,620
ONI Band 2	Executive Level 1	1	\$115,942	\$120,580	\$125,162	\$129,418
		2	\$120,563	\$125,386	\$130,151	\$134,576
		3	\$125,181	\$130,188	\$135,135	\$139,730
		4	\$128,818	\$133,971	\$139,062	\$143,790
		5	\$131,049	\$136,291	\$141,470	\$146,280
ONI Band 3	Executive Level 2	1	\$133,597	\$138,941	\$144,221	\$149,125
		2	\$138,919	\$144,476	\$149,966	\$155,065
		3	\$144,465	\$150,244	\$155,953	\$161,255
		4	\$151,450	\$157,508	\$163,493	\$169,052
		5	\$156,516	\$162,777	\$168,963	\$174,708
		6	\$159,229	\$165,598	\$171,891	\$177,735



## Annex B – ONI Classification Structure

APS Classification	APS Work Level Standards	ONI Broadband
EL2		
EL1	Promotion or engagement based on merit selection.	
APS6	Promotion or engagement based on merit selection.	Broadband A
APS5	Assessment of: a) Duties required b) Capabilities c) Performance or merit selection	
APS4	Promotion or engagement based on merit selection.	Broadband B
APS3	Assessment of: a) Duties required b) Capabilities c) Performance or merit selection	
APS2	Promotion or engagement based on merit selection.	Broadband C
APS1	Assessment of: a) Duties required b) Capabilities c) Performance or merit selection	





## Annex C – Supported Wage System

1. This schedule defines the conditions which will apply to employees because of the effects of a disability, and are eligible for a supported wage under the terms of the agreement.

### DEFINITIONS

2. In this schedule:

<b>Approved assessor</b>	means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
<b>Assessment Instrument</b>	means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
<b>Disability Support Pension</b>	means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991 (Cth)</i> , as amended from time to time, or any successor to that scheme.
<b>Relevant minimum wage</b>	means the minimum wage prescribed in the agreement for the class of work for which an employee is engaged
<b>Supported Wage System (SWS)</b>	means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ( <a href="http://www.jobaccess.gov.au">www.jobaccess.gov.au</a> )
<b>SWS wage assessment agreement</b>	means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### ELIGIBILITY CRITERIA

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under the agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of the agreement relating to the rehabilitation of employees who are injured in the course of their employment.



## SUPPORTED WAGE RATES

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 1: Applicable percentage of relevant minimum wage paid to applicable employees

ASSESSED CAPACITY (SUB-CLAUSE 8 - 9)	PERCENTAGE OF AGREEMENT RATE
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

## ASSESSMENT OF CAPACITY

8. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

## LODGEMENT OF SWS WAGE ASSESSMENT AGREEMENT

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.



## **REVIEW OF ASSESSMENT**

12. The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other employees covered by the agreement paid on a pro-rata basis.

## **WORKPLACE ADJUSTMENT**

14. An employer wishing to employ a person under the provisions of this schedule, must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **TRIAL PERIOD**

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under Annex C clauses 8 and 9 on assessment of capacity.