



**Australian Government**

---

**Office of National Assessments**

**ENTERPRISE  
AGREEMENT  
2016–2019**

## Table of Contents

<b>PART A – TECHNICAL MATTERS</b> .....	<b>5</b>
1 TITLE .....	5
2 COVERAGE OF THE AGREEMENT.....	5
3 OPERATION OF THE AGREEMENT .....	5
4 DELEGATION .....	5
5 DEFINITIONS AND TERMS .....	5
6 FORMAL ACCEPTANCE OF THIS AGREEMENT .....	7
<b>PART B – REMUNERATION</b> .....	<b>8</b>
7 SALARY .....	9
8 COMMUNITY ALLOWANCE.....	9
9 SALARY ON COMMENCEMENT .....	9
10 AGREEMENT TO WORK AT A LOWER LEVEL.....	9
11 SUPPORTED SALARY RATES FOR EMPLOYEES WITH A DISABILITY .....	9
12 CASUAL EMPLOYEES .....	9
13 JUNIOR RATES .....	10
14 CADETS, TRAINEES AND GRADUATES .....	10
15 INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	10
16 METHOD OF PAYMENT.....	10
17 SALARY PACKAGING.....	11
18 SUPERANNUATION .....	11
<b>PART C – CLASSIFICATION STRUCTURE</b> .....	<b>12</b>
19 CLASSIFICATION STRUCTURE.....	12
20 PAY POINT ADVANCEMENT.....	12
21 ADVANCEMENT WITHIN THE BROADBAND .....	12
<b>PART D – ALLOWANCES</b> .....	<b>13</b>
23 ADDITIONAL RESPONSIBILITY LOADING.....	13
24 RESTRICTION ALLOWANCE .....	13
25 LANGUAGE PROFICIENCY ALLOWANCE .....	13
26 MOTOR VEHICLE ALLOWANCE.....	13
27 CORPORATE RESPONSIBILITY ALLOWANCES.....	13
<b>PART E – TRAVEL AND OVERSEAS POSTINGS</b> .....	<b>15</b>
28 CONDITIONS FOR OVERSEAS POSTINGS .....	15
29 DOMESTIC TRAVEL .....	15
30 DOMESTIC TRAVEL ALLOWANCES.....	15
31 OVERSEAS TRAVEL.....	15
32 OVERSEAS TRAVEL ALLOWANCES.....	15
33 INSURANCE FOR OFFICIAL TRAVEL .....	15
<b>PART F – HOURS OF ATTENDANCE</b> .....	<b>16</b>
34 HOURS OF WORK .....	16
35 SPAN OF HOURS .....	16

36	FLEXTIME .....	16
37	REGULAR PART-TIME WORK .....	17
38	FLEXIBLE WORKING ARRANGEMENTS.....	17
39	DIRECTION TO WORK STANDARD HOURS .....	17
40	OVERTIME AND TOIL .....	18
41	EXECUTIVE TIME OFF.....	18
42	EMERGENCY DUTY.....	18
43	SHIFT WORK .....	19
44	ABSENCE FROM DUTY WITHOUT APPROVAL .....	19
45	CHILD AND DEPENDANT CARE .....	19
<b>PART G – LEAVE .....</b>		<b>20</b>
46	PORTABILITY OF LEAVE.....	20
47	ANNUAL LEAVE.....	20
48	ANNUAL LEAVE AT HALF PAY.....	20
49	PURCHASED ANNUAL LEAVE .....	20
50	CASH OUT OF ANNUAL LEAVE .....	20
51	EXPENSES ON CANCELLATION OF LEAVE/RECALL TO DUTY FROM LEAVE.....	21
52	PERSONAL/CARER’S LEAVE .....	21
53	EMPLOYEES RECEIVING WORKERS’ COMPENSATION.....	22
54	RETURNED SERVICE PERSONNEL .....	22
55	LONG SERVICE LEAVE .....	22
56	MATERNITY AND PARENTAL LEAVE .....	23
57	SUPPORTING PARTNER/OTHER PRIMARY CAREGIVER LEAVE.....	23
58	ADOPTION AND FOSTER CARERS LEAVE .....	24
59	COMMUNITY SERVICE LEAVE.....	24
60	DEFENCE RESERVE LEAVE .....	24
61	CULTURAL AND CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES.....	24
62	OTHER LEAVE.....	25
63	COMPASSIONATE LEAVE .....	25
64	PUBLIC HOLIDAYS.....	25
65	END OF YEAR CLOSEDOWN .....	26
<b>PART H – WORKING ENVIRONMENT .....</b>		<b>27</b>
66	PERFORMANCE.....	27
67	STUDY ASSISTANCE .....	27
68	INFLUENZA VACCINATION .....	27
69	EMPLOYEE ASSISTANCE PROGRAM .....	27
70	NOTICE OF RESIGNATION .....	27
<b>PART I – WORKING TOGETHER.....</b>		<b>28</b>
71	PARTICIPATIVE WORK PRACTICES.....	28
72	CONSULTATION FOR SIGNIFICANT MATTERS.....	28
73	REVIEW OF EMPLOYMENT ACTIONS .....	29
74	DISPUTE SETTLEMENT AND RESOLVING WORKPLACE ISSUES .....	29
75	TERMINATION OF EMPLOYMENT – REVIEW MECHANISM .....	30
<b>ANNEX A – RATES OF PAY .....</b>		<b>31</b>
<b>ANNEX B – ONA CLASSIFICATION STRUCTURE .....</b>		<b>32</b>

---

**ANNEX C – REDEPLOYMENT, TERMINATION AND REDUNDANCY.....33**  
**ANNEX D – SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY .....37**  
**ANNEX E – CADETS, TRAINEES AND GRADUATES .....40**

## Part A – Technical Matters

### 1 Title

- 1.1 This Agreement shall be known as the Office of National Assessments Enterprise Agreement 2016-2019.

### 2 Coverage of the Agreement

- 2.1 This Agreement covers:
- the Director-General of the Office of National Assessments for and on behalf of the Commonwealth of Australia as the employer; and
  - employees of the Office of National Assessments engaged under the *Public Service Act 1999* (other than Senior Executive Service employees).

### 3 Operation of the Agreement

- 3.1 This Agreement will commence seven days after the day it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is three years after the commencement date.
- a) This Agreement states the terms and conditions of employment of the employees covered by this Agreement, other than terms and conditions applying under a Commonwealth law or implied at common law.
  - b) There are instructions and guidelines referred to in this Agreement that relate to conditions of employment in ONA. For information, relevant instructions and guidelines are identified in relation to particular clauses. However, instructions and guidelines are not incorporated into, and do not form part of, this Agreement. A term of this Agreement prevails to the extent of any inconsistency with an instruction, guideline or policy.
  - c) An instruction or guideline referred to in this Agreement may be varied or replaced by the Director-General at any time consistent with clause 72.1 of this Agreement. Additional detail is available in the ONA Director-General Human Resource Management Instructions and Guidelines and the ONA Governance Framework Policy.

### 4 Delegation

- 4.1 The Director-General may, in writing, delegate to or authorise a person to exercise any of the Director-General's powers or functions under this Agreement and may do so subject to conditions.

### 5 Definitions and Terms


<b>ACT Government Service</b>	employment under the <i>Public Sector Management Act 1994 (ACT)</i> or the <i>Legal Aid Act 1977 (ACT)</i>
<b>Agency</b>	an agency as defined in section 7 of the <i>Public Service Act 1999</i>
<b>Agreement</b>	this Agreement, the Office of National Assessments Enterprise Agreement 2016-2019
<b>APS</b>	Australian Public Service
<b>Base Salary</b>	the employee's annual rate of pay under this Agreement (in accordance with the salary rates at Annex A), not including any loadings, overtime or allowances.
<b>Carer</b>	is defined in section 5 of the <i>Carer Recognition Act 2010</i> as an individual who provides personal care, support and assistance to another individual who needs it because that other individual:

	<ul style="list-style-type: none"> <li>• has a disability; or</li> <li>• has a medical condition (including a terminal or chronic illness); or</li> <li>• has a mental illness; or</li> <li>• is frail and aged.</li> </ul>
<b>Casual Employee</b>	an employee who is engaged under section 22(2)(c) of the <i>Public Service Act 1999</i> to perform duties that are irregular or intermittent.
<b>Child</b>	someone who is: <ul style="list-style-type: none"> <li>• a child of an employee within the meaning outlined in section 4 of the <i>Family Law Act 1975</i>; or</li> <li>• an adopted child or step-child or foster child of the person.</li> </ul>
<b>Dependant</b>	the dependant spouse or partner of the employee; or a former spouse (including a former de facto spouse or former partner) and/or a child or parent of the employee, or of the spouse or partner of the employee, being a child or parent who ordinarily resides with the employee and/or who is wholly or substantially dependent upon the employee.
<b>Director-General</b>	the person holding the appointment of Director-General, Office of National Assessments under section 10 of the <i>Office of National Assessments Act 1977</i> ; or their delegate.
<b>DS Act</b>	<i>Disability Services Act 1986</i>
<b>Employee</b>	a person engaged under the <i>Public Service Act 1999</i> in the Office of National Assessments, whose employment is covered by this Agreement, whether employed on a full-time, part-time or casual basis.
<b>Excess Employee</b>	an employee is an excess employee if: <ul style="list-style-type: none"> <li>• he or she belongs to a class of employees whose services are no longer required for the efficient and economical working of ONA, e.g. because of changes in the nature, extent or organisation of the functions of ONA</li> <li>• his or her services cannot be effectively used because of technological or other changes in work methods, or</li> <li>• his or her work is to be performed in a different locality and he or she is 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>ELs</b>	Executive Level 1 and 2 employees
<b>Family</b>	family or immediate family means: <ul style="list-style-type: none"> <li>• a spouse or de facto partner or former spouse or former de facto partner, of the employee, without discrimination as to sexual preference;</li> <li>• a child (including an adopted child, step-child, foster child or an ex-nuptial child) of the employee or the employee's spouse or de facto partner; and/or</li> <li>• a parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.</li> </ul>
<b>FW Act</b>	the <i>Fair Work Act 2009</i>

<b>Household member</b>	a person who normally lives at the employee’s residence
<b>ONA Director-General Instruction/Guideline</b>	an instruction or guideline issued under the ONA Governance Framework.
<b>LSL</b>	Long Service Leave
<b>LSL Act</b>	<i>Long Service Leave (Commonwealth Employees) Act 1976</i>
<b>Manager/Supervisor</b>	the person who has primary responsibility for directing and assessing an employee’s work and performance
<b>NES</b>	National Employment Standards, Part 2-2 of the <i>Fair Work Act 2009</i>
<b>ONA</b>	Office of National Assessments
<b>ONA Broadband</b>	Refers to the ONA broadbanded classification framework as outlined at Annex B
<b>Ongoing Employee</b>	an APS employee engaged on an ongoing basis under section 22(2)(a) of the <i>Public Service Act 1999</i>
<b>Partner</b>	a spouse or person sharing a de facto relationship with an employee of ONA without discrimination as to sexual preference.
<b>Span of hours</b>	7.00am – 7.00pm, Monday to Friday
<b>Standard Hours</b>	8.30am to 12.30pm and 1.30pm to 5.00pm
<b>Returned Service Personnel</b>	<p>a person who, as a member of the Defence Force, rendered continuous full-time service outside Australia:</p> <ul style="list-style-type: none"> <li>• as a member of a unit of the Defence Force that was allotted for duty; or</li> <li>• while the person was allotted for duty</li> </ul> <p>within the meaning of sub-section 5(12) of the <i>Veterans’ Entitlements Act 1986</i>, in an operational area described in item 4,5,6,7 or 8 of Schedule 2 of the Act, during the period specified in that item</p>
<b>TOIL</b>	time off in lieu of approved overtime

## 6 Formal acceptance of this Agreement

- 6.1 This Agreement is made under section 182 of the FW Act.
- 6.2 The Director-General, ONA - as the employing authority on behalf of the Commonwealth

Signed  .....

Richard Maude  
 Director-General  
 Office of National Assessments  
 2 National Circuit, Barton ACT 2600

Date: 14/4/2016

## Part B – Remuneration

### 7 Salary

- 7.1 Annex A details the base salary rates payable to employees.
- 7.2 Employees will receive an increase of:
- 2.5% from the beginning of the first full pay period on or after this Agreement commences; and
  - 2.5% to be paid 12 months from commencement; and
  - 1.0% to be paid 24 months from commencement.

### 8 Community Allowance

- 8.1 All employees covered by the Agreement will receive the ONA 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 ONA, including the need to comply with the requirements of regular high-level personal security assessments, financial and psychological assessments and in recognition of the intrusions and restrictions imposed on employees as members of the Australian Intelligence Community. The minimum allowance rates are:
- APS 1-6 – an allowance of 2% of the highest salary point for the APS 6 classification;
  - Executive Levels 1 and 2 – an allowance of 2% of the employee's annual salary.

### 9 Salary on commencement

- 9.1 When an employee is engaged to work in ONA or is promoted within ONA, base salary will be paid at the minimum point of the salary range applicable to the employee's classification, unless the Director-General authorises payment above the minimum, having considered the experience, qualifications and skills of the employee.
- 9.2 An ongoing employee moving to ONA whose base salary in their current agency falls within the ONA salary range for that classification but does not match an ONA pay point will be paid at the pay point closest to, but not lower than, their current salary.
- 9.3 The Director-General may maintain the current salary of an ongoing employee moving to ONA whose base salary in their current agency exceeds the rate they would otherwise be entitled to under this Agreement until their base salary is matched or exceeded by ONA salary increases.

### 10 Agreement to work at a lower level

- 10.1 Where an employee agrees, in writing, to temporarily or permanently perform work at a lower work value level, the Director-General may determine, in writing, the salary that the employee shall be paid.

### 11 Supported salary rates for employees with a disability

- 11.1 The supported salary rates and conditions of employment are set out at Annex D and will apply to an employee with a disability who is eligible for consideration under the supported wage system.

### 12 Casual employees

- 12.1 A casual employee will receive a loading of 20% of base salary (not including Community Allowance, as set out in clause 8.1) in lieu of all paid leave except long service leave.



### 13 Junior rates

13.1 Junior rates of pay as a percentage of the APS 1 equivalent adult rate will apply as follows:

- Under 18 years - 60%
- At 18 years - 70%
- At 19 years - 81%
- At 20 years - 91%

### 14 Cadets, trainees and graduates

14.1 Arrangements for cadets, trainees and graduates are detailed at Annex E.

### 15 Individual flexibility arrangements

15.1 The Director-General and an employee covered by this Agreement may agree to make an individual flexibility arrangement that will vary the terms of this Agreement in accordance with the clause below.

15.2 The Director-General must ensure that the terms of the individual flexibility arrangement:

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

15.3 The Director-General must ensure that the individual flexibility arrangement

- is in writing; and
- includes the name of the employer and employee; and
- is signed by the Director-General and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
  - i. the terms of the Agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - iv. states the day on which the arrangement commences.

15.4 The Director-General must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

15.5 The Director-General or the employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Director-General and the employee agree in writing – at any time.

### 16 Method of payment

16.1 An employee's fortnightly salary will be paid in arrears by electronic funds transfer into a financial institution account of their choice. The Director-General may, under special circumstances, authorise the early payment of salary to an employee.

## 17 Salary packaging

- 17.1 The Director-General may approve an employee to participate in salary packaging. Where an employee has approval to participate in salary packaging, they may choose to package up to 100% of their salary. Additional detail is available in the ONA Director-General Human Resource Management Instructions and Guidelines.
- 17.2 Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

## 18 Superannuation

- 18.1 An employee's salary for superannuation purposes shall include their base salary, the ONA Community Allowance and other allowances in accordance with relevant superannuation legislation. The total of these amounts shall be the basis for determining benefits, the employee contribution and the notional employer contribution to superannuation.
- 18.2 The Director-General may supplement an employee's remuneration for superannuation purposes as allowed for under the relevant superannuation legislation.
- 18.3 ONA recognises that employees who are eligible to join the Public Sector Superannuation Accumulation Plan (PSSap) have the option under the *Superannuation Guarantee (Administration) Act 1992* to choose an alternate superannuation fund.
- 18.4 A choice made in accordance with clause 18 is subject to the chosen fund being an approved fund, which accepts EFT payments and for which there are no fees and costs to be borne by ONA.
- 18.5 Where an employee exercises choice of superannuation fund, ONA will make employer contributions to the chosen fund at the rate specified for members of the PSSap.

## Part C – Classification Structure

### 19 Classification structure

19.1 ONA's classification structure is set out at Annex B and consists of :

- Executive Level 2
- Executive Level 1
- ONA Broadband A (APS 5-6)
- ONA Broadband B (APS 3-4)
- ONA Broadband C (APS 1-2).

### 20 Pay point advancement

20.1 ONA's pay points are set out at Annex A.

20.2 Pay point advancement is linked to ONA's Performance Development Framework.

20.3 On 1 July each year, an employee who is not already on the top pay point in their current APS classification will advance to the next pay point if the employee:

- has performed duties in ONA at that classification level for at least six months, or a shorter period as determined by the Director-General; and
- achieves a performance rating of at least 'meets performance expectations'.

20.4 Further information is set out in the relevant ONA Director-General's Human Resource Management Instructions and Guidelines.

### 21 Advancement within the broadband

21.1 The Director-General may advance an employee to a higher classification in a broadband. ONA Director-General's Human Resource Management Instructions and Guidelines provide additional detail on these arrangements.

21.2 An employee can only advance through the broadband where:

- sufficient work is available at a higher classification level; and
- they have gained the necessary skill and proficiencies to perform the more complex work; and
- their performance is satisfactory.

## Part D – Allowances

### 23 Additional Responsibility Loading

- 23.1 The Director-General may approve Additional Responsibility Loading (ARL) for the temporary performance of duties at a higher work level by an employee. An employee must perform duties at the higher level for at least four consecutive weeks in order to receive ARL, unless the Director-General approves a shorter period.
- 23.2 Where an employee is required to work temporarily in a Senior Executive Service position, remuneration will be at a rate determined by the Director-General.

### 24 Restriction Allowance

- 24.1 The Director-General may require an employee to be contactable and available to work for a specified period outside the span of hours referred to in clause 35. Where the requirement is supported by an approved duty roster, a Restriction Allowance will be paid at a rate determined by the Director-General.
- 24.2 Restriction Allowance is payable even when the rostered employee may not attend or perform work during the restricted period. Where an APS 1 to 6 employee is on Restriction Allowance and required to work, they will receive payment for overtime, or time off in lieu of overtime in accordance with clause 40 subject to:
- a minimum one hour payment when work is performed without the necessity to travel to the workplace; or
  - a minimum three hour payment including travel time if work is required at the workplace.
- 24.3 If overtime is paid or time off in lieu of overtime granted, employees will not receive Restriction Allowance for that period.
- 24.4 Where an Executive Level employee is in on an approved duty roster and is being paid Restriction Allowance and is required to work, they will receive time off in lieu of hours worked, at ordinary time.
- 24.5 Where an employee on Restriction Allowance is required to attend the office outside the span of hours, the Director-General may approve reimbursement of travel expenses.

### 25 Language Proficiency Allowance

- 25.1 Language Proficiency Allowance (LPA) will be paid to eligible employees.
- 25.2 The rates and conditions applicable for LPA will be determined by the Director-General. Further information is outlined in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 26 Motor Vehicle Allowance

- 26.1 The Director-General may authorise an employee to use a private motor vehicle for official purposes. Motor Vehicle Allowance will be paid at a rate determined by the Director-General.
- 26.2 The ONA Director-General Financial Instructions and Guidelines provide information about the requirements that must be met by the employee in order to receive the allowance.

### 27 Corporate responsibility allowances

- 27.1 Where:
- the Director-General appoints a First Aid Officer; or
  - the Director-General appoints a Fire Warden;
  - or a Health and Safety Representative is elected,

they will be entitled to be paid a Corporate Responsibility Allowance at a rate determined by the Director-General.

27.2 Employees are only eligible for one allowance, even if performing more than one official role.

## Part E – Travel and Overseas Postings

### 28 Conditions for overseas postings

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

### 29 Domestic travel

- 29.1 Domestic air travel for official purposes will be provided at economy class. The ONA Director-General Financial Instructions and Guidelines provide further information on the arrangements for domestic travel allowances and payments. The Director-General may authorise a different class of travel where the employee is required to travel by air on direct flights longer than 4 hours within Australia on official business in exceptional circumstances.

### 30 Domestic travel allowances

- 30.1 The Director-General will determine allowances and payments to meet the cost of accommodation, meals and any incidental expenses incurred by an employee while travelling within Australia on official business.
- 30.2 An employee who travels on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance at a rate determined by the Director-General.
- 30.3 Executive Time Off (clause 40) and Flextime (clause 36) may apply where employees are required to travel domestically but not stay overnight.
- 30.4 The Director General may authorise payment for additional travel related costs, subject to presentation of receipts.

### 31 Overseas travel

- 31.1 The ONA Director-General Financial Instructions and Guidelines provide information about the arrangements for overseas travel allowances and payments. The standard class of travel for employees for overseas air travel is business class or equivalent, and where business class is not available, premium economy or economy class.

### 32 Overseas travel allowances

- 32.1 The Director-General will determine allowances and payments to meet the cost of accommodation, meals and any incidental expenses incurred by an employee while travelling on official business.

### 33 Insurance for official travel

- 33.1 ONA will provide insurance for employees travelling overseas for official purposes. Further information in relation to insurance for official travel is contained in the ONA Director-General Financial Instructions and Guidelines.

## Part F – Hours of Attendance

### 34 Hours of work

- 34.1 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 36.75 hours per week. The settlement period will comprise two consecutive pay periods, commencing on Pay 1 of the relevant financial year.
- 34.2 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 37 of this Agreement.
- 34.3 For a position that ONA establishes and designates to be a part time position, the ordinary hours of work will be those hours designated for the position.
- 34.4 An employee will not be required to work more than:
- 10 hours' ordinary time on any day; and
  - five consecutive hours without a meal break of at least 30 minutes.
- 34.5 Notwithstanding clause 34.4, 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.
- 34.6 Further information is in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 35 Span of hours

- 35.1 The span of hours during which an employee may work their ordinary hours is 7.00am to 7.00pm, Monday to Friday.
- 35.2 The Director-General may approve a request by an employee to work their ordinary hours outside the span of hours (e.g. Saturday, Sunday or public holidays).

### 36 Flextime

- 36.1 Flextime is the time an APS 1-6 employee works their ordinary hours within the span of hours (as per clause 35) 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.
- 36.2 The following flextime arrangements will apply to eligible staff:
- flextime is accrued where there is a real need for the employee to work additional hours beyond the ordinary hours;
  - the maximum flextime credits an employee may carry over to the next settlement period is 40 hours – any accrued hours in excess of 40 hours will be foregone;
  - in exceptional circumstances, the Director-General may approve an employee to accrue more than 40 hours of flextime credits;
  - an employee may carry over a maximum of 10 hours flex debit accumulated in any 1 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:
    - v. the employee will work additional hours, within the span of hours;
    - vi. a deduction will be made from the employee's annual leave balance; and/or
    - vii. the amount owing by the employee will be deducted from their pay.
  - employees may take flex leave subject to the agreement of their manager/supervisor.

- the maximum number of consecutive days taken as flex leave is 5 days.

36.3 Further information in relation to the administration of flexitime is contained in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 37 Regular part-time work

37.1 The Director-General may approve an employee's request for regular part-time work.

37.2 A part-time employee is one whose regular hours of work are less than 147 hours over a four week period, i.e. less than an average of 36.75 hours per week.

37.3 Remuneration and other benefits for part-time employees will be calculated on a pro-rata basis except for expense related allowances, payments and long service leave.

37.4 Requests for regular part-time work will be assessed subject to operational requirements.

37.5 Employees returning to work directly from parental leave may apply for access to regular part-time work in accordance with the *Fair Work Act 2009*.

37.6 The Director-General may approve an employee's request to change the number of part-time hours they work or to change the pattern of part time hours.

37.7 The Director-General may initiate an offer of part-time employment. Full-time employees cannot be converted to part-time without their agreement.

37.8 Further information in relation to regular part-time work is provided in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 38 Flexible working arrangements

38.1 In accordance with Division 4, Part 2-2 of the *Fair Work Act 2009*, the Director-General may approve requests from employees seeking a change to their working arrangements if the employee:

- is a parent or guardian of a child who is school age or under;
- is a carer (as defined);
- has a disability;
- is 55 or older;
- is experiencing family or domestic violence; or
- is caring for, or supporting an immediate family or household member who requires care or support because of family or domestic violence.

38.2 Requests must be made to the Director-General in writing and set out the details and reasons for the change. The Director-General may refuse a request on reasonable business grounds. Refer to Division 4 of Part 2-2 of the *Fair Work Act 2009* for more information.

### 39 Direction to work standard hours

39.1 The Director-General may direct an employee to attend work during standard hours only (i.e. 8.30am to 12.30pm; 1.30pm to 4.51pm) in circumstances where:

- the Director-General considers an employee's attendance to be unsatisfactory;
- the Director-General considers an employee to be misusing flexitime;
- there is insufficient work to warrant an employee working additional hours;
- the Director-General has reason to believe there are work health and safety or security concerns.

39.2 Where requested by the employee, the Director-General may determine another pattern for working standard hours within the span of hours.



## 40 Overtime and TOIL

- 40.1 The Director-General may direct any APS 1-6 employee, or an Executive Level IT specialist, to work extra duty for which overtime is payable.
- 40.2 Overtime is extra duty an employee is directed to perform that is in addition to their ordinary hours of work. For APS 1-6 employees working within the flextime provisions of Clause 36, overtime is only payable after 10 hours of ordinary duty on any day. Prior direction to work overtime by the Director-General is required; overtime is not to be self-initiated. Where circumstances do not permit prior direction by the Director-General, the Director-General may authorise that period of work to be treated as overtime. If such a direction or authorisation is not given to the employee to work overtime, no overtime payment or TOIL will apply for the period worked.

### **Payment for overtime**

- 40.3 Overtime payments will be calculated at the following rates:
- Monday to Saturday – time and a half for the first three hours each day and double time thereafter;
  - Sunday – double time; and
  - public holidays – double time and a half.

### **Time off in lieu for overtime worked (TOIL)**

- 40.4 The Director-General may approve an eligible employee to access TOIL for any overtime worked rather than receiving payment. The rate of TOIL is the same as for overtime payment.

### **Meal Allowance**

- 40.5 A meal allowance will be paid in conjunction with overtime where an employee is directed to work a continuous period of at least two hours outside the span of hours and the period extends over a meal period. The meal periods are:
- Monday to Friday: 7.00am to 9.00am, 7.00pm to 8.00pm and, midnight to 1.00am
  - Saturday, Sunday and public holidays: 7.00am to 9.00am, 12.30pm to 1.30pm, 7.00pm to 8.00pm; and midnight to 1.00am.

- 40.6 Further information is provided in the ONA Director-General Human Resource Management Instructions and Guidelines.

### **Rest relief after overtime**

- 40.7 An employee who performs overtime, whether continuous with ordinary duty or as a separate attendance, will be entitled to a break of at least eight hours, plus reasonable travel time, between two periods of duty. If the break overlaps with a period of ordinary duty the employee will be paid their normal salary for this period.
- 40.8 Where the break described above is not possible due to operational requirements, the employee will be paid at double time until the eight hour break is taken.

## 41 Executive Time Off

- 41.1 The Director-General may approve Executive Time Off to provide Executive Level employees with reasonable time off in recognition of their additional effort. It is not intended that the amount of TOIL approved equate to the additional hours worked. Further information is provided in the ONA Director-General Human Resource Management Instructions and Guidelines.

## 42 Emergency duty

- 42.1 The Director-General may direct an employee to attend work, without prior notice, to meet an emergency outside the span of hours (specified in clause 35).

- 42.2 APS 1-6 employees who are not receiving Restriction Allowance will be paid overtime or receive TOIL at double time for the period of work, plus any time necessarily spent in travelling to and from the work site.
- 42.3 Executive Level employees will be granted Executive Time Off on an hour for hour basis for hours worked plus reasonable travel time.
- 42.4 Where an employee is directed to attend the office outside the ordinary span of hours and is not in receipt of Restriction Allowance, the employee will be entitled to travel expenses.
- 42.5 Further information is provided in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 43 Shift work

- 43.1 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 shift work will receive the following penalty payments in addition to their normal salary:

Rostered time of Work -	Penalty Rate
• Work performed on a shift any part of which falls between 7.00pm and 7.00am	15%
• Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 7.00pm and 7.00am	30%
• Work performed on a Saturday	50%
• Work performed on a Sunday	100%
• Work performed on a public holiday	150%

- 43.2 Employees on shift rosters will complete, on average, 36.75 hours of work per week. If the rostered hours worked do not reach 36.75 hours, the employee is to make up the additional hours to a total of 36.45 hours, performing their regular duties, during the normal span of hours (as per clause 35) with the additional hours paid at shift penalty rates if continuous with a daily shift.

### 44 Absence from duty without approval

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

### 45 Child and dependant care

- 45.1 Where an employee is required to attend for work outside the span of hours 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 G – Leave

### 46 Portability of Leave

- 46.1 Where an employee joins ONA from an agency staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service, unused annual leave and personal leave credits (however described) that have not been paid in lieu will be transferred to, or recognised by, ONA, and administered in accordance with this Agreement, provided there is no break in continuity of service.

### 47 Annual leave

- 47.1 Employees are entitled to 20 working days paid annual leave for each full year worked. Annual leave accrues fortnightly, and on a pro-rata basis for part-time employees.
- 47.2 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. Annual leave counts as service for all purposes.
- 47.3 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.
- 47.4 An employee who receives compensation under the Safety, Rehabilitation and Compensation Act 1988 (SRC Act) for more than 45 weeks accrues annual leave credits on a pro-rata basis based on the hours worked.
- 47.5 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.

### 48 Annual leave at half pay

- 48.1 The Director-General may approve a request for annual leave to be taken at half pay where the remaining annual leave balance will be 40 days or less, having regard to operational requirements. Leave credits will only be deducted at half the duration for periods of annual leave taken at half pay.

### 49 Purchased annual leave

- 49.1 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 will be made calculated on the basis of the gross amount of salary and allowances for the approved period of additional annual leave.
- 49.2 Purchased Leave does not affect an employee's continuity of service and does not affect salary for superannuation purposes.

### 50 Cash out of annual leave

- 50.1 The Director-General will approve requests from employees to cash out annual leave provided that:
- each amount to be cashed out is agreed to in writing by the Director-General and the employee;
  - the employee has taken at least 10 days of leave in the preceding 12 month period;
  - the employee would have a remaining annual leave balance of at least 4 weeks (20 days) after the amount of annual leave is cashed out; and
  - the rate of salary at which leave is cashed out is that which would have been paid had the employee taken leave.

## 51 Expenses on cancellation of leave/recall to duty from leave

- 51.1 Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from leave, the Director-General may authorise reimbursement of reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source. The employee will be required to provide evidence of the costs incurred.
- 51.2 Further information in relation to annual leave is set out in the relevant ONA Director-General Human Resource Management Instructions and Guidelines.

## 52 Personal/Carer's leave

- 52.1 An employee may take personal/carers leave if the leave is taken:
- because the employee is not fit for work due to a personal illness, or personal injury, affecting them; or
  - to provide care and support to a member of the employee's immediate family, or a member of their household, who requires care and support because of:
    - i. a personal illness or injury affecting the member; or
    - ii. an unexpected emergency affecting them.
- 52.2 Full-time employees accrue 18 days of paid personal/carers leave progressively each year. Further information in relation to personal/carers leave is set out in the relevant ONA Director-General Human Resource Management Instructions and Guidelines.
- 52.3 Part-time employees accrue personal/carers leave on a pro-rata basis.
- 52.4 The Director-General may approve paid personal/carers leave on half pay in exceptional circumstances. Leave credits will only be deducted at half the duration for periods of personal leave taken at half pay.
- 52.5 The Director-General will approve personal/carers leave with pay, where the notice and evidence requirements prescribed in section 107 of the *Fair Work Act 2009* are met.
- 52.6 For the purposes of this clause, satisfactory evidence is:
- a medical certificate from a registered medical practitioner;
  - where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the employee, which includes:
    - i. the reason why the leave is being taken; and
    - ii. if relevant, why it was not reasonably practicable to provide a medical certificate.
  - any other evidence that satisfies the delegate that the leave has been taken for the purposes outlined in clause 53.1.
- 52.7 Unless otherwise approved by the Director-General, no more than five days of personal/carers leave within the employee's personal/carers leave year may be taken without satisfactory evidence.
- 52.8 The Director-General may also require an employee to provide satisfactory evidence for personal/carers leave in other circumstances.
- 52.9 In exceptional circumstances, the Director-General may waive the requirement to provide evidence.
- 52.10 Unused personal/carers leave will accumulate, but will not be paid out on termination of employment.

- 52.11 The Director-General may allow an employee who is absent due to personal illness or injury to anticipate 1 year's personal/carer's leave accrual where paid leave is exhausted.
- 52.12 The Director-General may, in exceptional circumstances, grant employees additional leave under clause 63 on full or halfpay where paid personal/carer's leave has been exhausted.
- 52.13 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as an unauthorised absence.
- 52.14 Where an employee is on annual leave and applies for personal/carer's leave with satisfactory evidence, the annual leave will be re-credited to the extent of the personal/carer's leave granted.
- 52.15 An employee is unable to access paid personal/carer's leave while on paid maternity leave, in accordance with the ML Act.
- 52.16 An employee's employment will not, without the employee's consent, be terminated on invalidity grounds before the employee's paid personal/carer's leave has been exhausted.
- 52.17 Further information in relation to personal/carer's leave is provided in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 53 Employees receiving workers' compensation

- 53.1 An employee who receives compensation under the Safety, Rehabilitation and Compensation Act 1988 (SRC Act) for more than 45 weeks accrues personal leave credits on a pro-rata basis based on the hours worked.

### 54 Returned Service Personnel

- 54.1 Employees with:
  - war-caused or defence-caused injury as determined by the *Veterans' Entitlements Act 1986*;
  - war-caused or defence-caused injury as determined by the *Safety, Rehabilitation and Compensation Act 1988 (SRCA)*; or
  - an illness or injury contracted during a period of warlike or non-warlike service as declared under the *Veterans' Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004*
 are eligible for additional personal leave.
- 54.2 Eligible employees will accrue two separate credits - a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- 54.3 Employees who rejoin the APS following an earlier period of APS employment in which they were credited war service sick leave will be credited with:
  - any special credit that remained unused at the final day of the prior APS employment; and
  - any annual credit held on the final day of the prior APS employment.

### 55 Long service leave

- 55.1 Employees will accrue long service leave consistent with the provisions in the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 55.2 Recognition of prior service for the purpose of LSL will be in accordance with the LSL Act.
- 55.3 The minimum length of LSL that will be granted is seven consecutive calendar days at full pay or 14 calendar days at half pay.
- 55.4 The Director-General will approve an application for LSL having regard to operational requirements.

- 55.5 Periods of long service leave cannot be broken with annual leave except as provided for by the *Maternity Leave (Commonwealth Employees) Act 1973*.

## 56 Maternity and Parental leave

- 56.1 Employees who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*. Pregnant employees are provided with an additional 2 weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave provided by the ML Act.
- 56.2 Employees who adopt or permanently foster a child are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required of a pregnant employee in accordance with the ML Act.
- 56.3 Employees are entitled to parental leave for adoption or permanent foster care when that child:
- is under 16 years of age;
  - has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
- 56.4 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 permanent foster carer purposes.
- 56.5 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.
- 56.6 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period. Unpaid maternity or parental leave will not count as service for any purpose.
- 56.7 This leave is inclusive of public holidays and will not be extended because a public holiday [or End of Year closedown] falls during a period of paid or unpaid maternity or parental leave.
- 56.8 On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

## 57 Supporting partner/other primary caregiver leave

- 57.1 Employees who are not otherwise entitled to paid maternity or parental leave under the ML Act or this Agreement are entitled to two weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 57.2 Employees may elect for the leave to be taken at half pay over four weeks, however, only two weeks will count for service for all purposes.
- 57.3 This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday [or End of Year closedown] falls during a period of leave provided by this clause.
- 57.4 Documentary evidence or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.

## 58 Adoption and foster carers leave

- 58.1 Employees seeking to adopt or foster a child may take up to 2 days of unpaid leave to attend interviews or examinations required in order to obtain approval for the employee's adoption or fostering of a child.

## 59 Community Service Leave

- 59.1 Employees are entitled to community service leave in accordance with Division 8 of Part 2-2 of the FW Act. Where an employee engages in community service activities, including regular training and ceremonial duties, the Director-General may authorise up to two weeks of paid community service leave over the period of 1 calendar year (non-accruing.) Where an employee has exhausted paid community service leave, the Director-General may grant unpaid leave, subject to notice and evidence requirements.
- 59.2 The Director-General will grant employees engaged in jury service paid Community Service Leave. Paid leave is not available to casual employees for this purpose.
- 59.3 The Director-General may request evidence to support an application for jury service leave.

## 60 Defence Reserve Leave

- 60.1 The Director-General may grant an employee Defence Reserve Leave, with or without pay, to enable the employee to fulfil service with the ADF, including training and operational duty:
- ADF Reserve training purposes. An employee who is a member of the ADF Reserve may be granted paid leave of up to four weeks each financial year to fulfil service with the ADF Reserve. During the employee's first year of Reserve service, a further two weeks of paid leave may be granted to facilitate participation in common induction training.
  - An employee who is an officer or instructor of cadets in a cadet force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'cadet force' means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
  - Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake continuous full time service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.
  - Eligible employees may also apply for annual leave or long service leave, or the use of flex time, TOIL or Executive Time Off, for training, cadet or other purposes.
- 60.2 With the exception of the additional two weeks in the first year of service, the leave may accumulate and be taken over a period of two years.

## 61 Cultural and ceremonial leave for Aboriginal and Torres Strait Islander employees

- 61.1 ONA is committed to the employment of Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on them to participate in cultural and ceremonial activities.
- 61.2 To enable Aboriginal and Torres Strait Islander employees to meet these obligations the Director-General may approve the following leave:
- up to two days leave with pay each calendar year to participate in cultural or ceremonial events, including external NAIDOC Week activities; and
  - up to three months leave without pay each calendar year to fulfil cultural obligations. This leave will not count as service for any purpose.

## 62 Other leave

- 62.1 The Director-General may authorise other 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. Other leave may be granted:
- for the period requested or for another period;
  - with or without pay; and
  - subject to conditions.

## 63 Compassionate leave

- 63.1 The Director-General may grant an employee, up to three days' paid compassionate leave per occasion, without deduction from any other leave, when a member of the employee's immediate family or household member:
- contracts or develops a personal injury or illness that poses a serious threat to their life; or
  - dies.
- 63.2 A casual employee will be granted two days' unpaid leave per occasion in accordance with the FW Act. Employees on leave without pay are not eligible for paid compassionate leave unless otherwise provided for by legislation.
- 63.3 Further information in relation to Other Leave is set out in the ONA Director-General Human Resource Management Instructions and Guidelines.

## 64 Public holidays

- 64.1 ONA will observe the following holidays each year:
- New Year's Day (or if that day falls on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday);
  - Australia Day (or if that day falls on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday);
  - Good Friday;
  - Easter Monday;
  - 25 April (Anzac Day);
  - Queen's Birthday observance day (or substitute);
  - Labour Day or equivalent;
  - Christmas Day (or if that day falls on a Saturday or Sunday, 27 December);
  - Boxing Day (or if that day falls on a Saturday or Sunday, 27 or 28 December);
  - Further local public holidays declared or prescribed in a State or Territory.
- 64.2 An employee is entitled to be absent from work on, and paid their salary for, public holidays where the employee is based for work purposes.
- 64.3 Where the manager/supervisor and an employee agree, another day may be substituted for any holiday prescribed under clause 64.1.
- 64.4 Where an employee is on annual or personal leave on either side of a public holiday, in accordance with the FW Act, an employee is not taken to be on those types of leave on the public holiday. The employee will observe the holiday and no deduction from their annual or personal leave balance will be made.



- 64.5 Where a public holiday falls during a period when an employee is absent on a prevailing type of leave (such as leave without pay, long service leave, maternity leave etc.) 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 at half pay, payment is at half pay). Note that, in accordance with the FW Act, an employee is not taken to be on annual leave or personal/carer's leave on a public holiday or closedown days.

## 65 End of Year closedown

- 65.1 ONA 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.
- 65.2 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.
- 65.3 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 Executive Time Off.
- 65.4 The Director-General may direct employees to attend work over 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 be 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 TOIL at overtime rates, and Executive Level employees will receive Executive Time Off.

---

## Part H – Working Environment

### 66 Performance

- 66.1 Employees must participate in ONA's Performance Development Framework.
- 66.2 The ONA Director-General Human Resource Management Instructions and Guidelines set out the performance management process, including the responsibilities, rights and obligations of supervisors and employees in managing performance.
- 66.3 All employees must develop performance agreements with their supervisor within one month of engagement in ONA and within one month of the beginning of the annual appraisal cycle.
- 66.4 Employees and their supervisors must discuss and record learning and development requirements and opportunities.
- 66.5 The ONA Director-General Human Resource Management Instructions and Guidelines provide information on the management of underperformance issues.

### 67 Study Assistance

- 67.1 The Director-General may approve study assistance to employees undertaking approved formal study. Further information is available in the ONA Director-General Human Resource Management Instructions and Guidelines.

### 68 Influenza Vaccination

- 68.1 ONA will provide annually, at no expense to employees, access on a voluntary basis to an influenza vaccination.

### 69 Employee Assistance Program

- 69.1 ONA will provide access to an Employee Assistance Program (EAP) at no cost to employees in accordance with the ONA Director-General Human Resource Management Instructions and Guidelines. EAP is a confidential, professional counselling service available to employees and their families to help them resolve both personal and work-related problems.

### 70 Notice of resignation

- 70.1 Ongoing employees are required to provide the Director-General with at least four weeks' written notice of their intention to resign or retire.
- 70.2 The Director-General may agree to a shorter notice period or waive the requirement to give notice.

## Part I – Working Together

### 71 Participative Work Practices

- 71.1 ONA will communicate and consult with employees about changes to Instructions and Guidelines referred to in this Agreement for a period not more than two weeks. Further information is set out in the ONA Governance Framework.

### 72 Consultation for significant matters

- 72.1 This term applies if ONA:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### Major Change

- 72.2 A major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees;
  - b) major change to the composition, operation or size of ONA’s workforce or to the skills required of employees;
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - d) the alteration of hours of work;
  - e) the need to retrain employees;
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.
- 72.3 The term relevant employees means the employees who may be affected by a change referred to in clause 72.1.
- 72.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 72.5 If a relevant employee or employees appoint a representative for the purposes of consultation and the employee(s) advise ONA of the identity of the representative, ONA must recognise the representative.
- 72.6 As soon as practicable after making its decision, ONA must:
- a) discuss with the relevant employees:
    - i. the introduction of the change;
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures ONA is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed;

- ii. information about the expected effects of the change on the employees; and
- iii. any other matters likely to affect the employees.

72.7 However, ONA is not required to disclose confidential or commercially sensitive information to the relevant employees.

72.8 ONA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

72.9 For a change referred to in subclause 72.1(b), ONA must notify the relevant employees of the proposed change.

72.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.

72.11 If a relevant employee or employees, appoint a representative for the purposes of consultation and the employee or employees advise ONA of the identity of the representative, ONA must recognise the representative.

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

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

72.13 However, ONA is not required to disclose confidential or commercially sensitive information to the relevant employees.

72.14 ONA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

### 73 Review of employment actions

73.1 The *Public Service Act 1999* provides for an employee to seek a review of employment related actions.

### 74 Dispute settlement and resolving workplace issues

74.1 If a dispute relates to a matter arising under this Agreement, or the NES, this clause sets out procedures to settle the dispute.

74.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

74.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant supervisors and/ or management.

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

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

- a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including 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, Fair Work Australia 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 Act.

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

74.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform their work as they normally would, unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) an employee must comply with a direction given by the Director-General 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.

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

## 75 Termination of employment – review mechanism

75.1 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 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.

75.2 Nothing in this Agreement prevents the Director-General from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s117 of the FW Act, subject to compliance with the procedures established by the Director-General under s15 of the *Public Service Act 1999* for determining whether an employee has breached the Code of Conduct.

## Annex A – Rates of Pay

			First pay period after commencement of EA	From 12 months after commencement of EA	From 24 months after commencement of EA
ONA Broadband	APS Classification	Increment	Base salary	Base salary	Base salary
ONA Band 1C	APS Level 1	1	\$ 46,200	\$ 47,355	\$ 47,828
		2	\$ 47,698	\$ 48,891	\$ 49,380
		3	\$ 48,948	\$ 50,172	\$ 50,673
		4	\$ 50,898	\$ 52,171	\$ 52,693
	APS Level 2	1	\$ 52,080	\$ 53,382	\$ 53,916
		2	\$ 53,469	\$ 54,806	\$ 55,354
		3	\$ 54,833	\$ 56,204	\$ 56,766
		4	\$ 56,216	\$ 57,622	\$ 58,198
		5	\$ 57,580	\$ 59,020	\$ 59,610
		6	\$ 58,548	\$ 60,012	\$ 60,612
ONA Band 1B	APS Level 3	1	\$ 59,096	\$ 60,574	\$ 61,180
		2	\$ 60,592	\$ 62,107	\$ 62,728
		3	\$ 62,088	\$ 63,641	\$ 64,277
		4	\$ 63,657	\$ 65,248	\$ 65,900
	APS Level 4	1	\$ 65,685	\$ 67,327	\$ 68,000
		2	\$ 67,724	\$ 69,417	\$ 70,111
		3	\$ 69,444	\$ 71,180	\$ 71,892
		4	\$ 71,183	\$ 72,963	\$ 73,692
		5	\$ 72,415	\$ 74,226	\$ 74,968
		ONA Band 1A	APS Level 5	1	\$ 73,079
2	\$ 75,321	\$ 77,204		\$ 77,976	
3	\$ 77,397	\$ 79,332		\$ 80,125	
4	\$ 79,553	\$ 81,542		\$ 82,358	
APS Level 6	1	\$ 81,493	\$ 83,530	\$ 84,365	
	2	\$ 83,680	\$ 85,772	\$ 86,630	
	3	\$ 87,808	\$ 90,003	\$ 90,903	
	4	\$ 91,146	\$ 93,425	\$ 94,359	
	5	\$ 92,725	\$ 95,043	\$ 95,993	
ONA Band 2	Executive Level 1	1	\$ 100,550	\$ 103,064	\$ 104,095
		2	\$ 104,558	\$ 107,172	\$ 108,244
		3	\$ 108,563	\$ 111,277	\$ 112,390
		4	\$ 111,717	\$ 114,510	\$ 115,655
		5	\$ 113,652	\$ 116,493	\$ 117,658
ONA Band 3	Executive Level 2	1	\$ 115,861	\$ 118,757	\$ 119,945
		2	\$ 120,477	\$ 123,489	\$ 124,724
		3	\$ 125,287	\$ 128,419	\$ 129,703
		4	\$ 131,345	\$ 134,628	\$ 135,974
		5	\$ 135,738	\$ 139,131	\$ 140,522
		6	\$ 138,091	\$ 141,543	\$ 142,959

## Annex B – ONA Classification Structure

APS Classification	APS Work Level Standards	ONA Designation
EL2		
EL1	↑ Promotion or engagement based on merit selection.	
APS6	↑ Promotion or engagement based on merit selection.	Broadband A
APS5	↑ Assessment of: 1. Work availability 2. Skills 3. Performance or merit selection	
APS4	↑ Promotion or engagement based on merit selection.	Broadband B
APS3	↑ Assessment of: 1. Work availability 2. Skills 3. Performance or merit selection	
APS2	↑ Promotion or engagement based on merit selection.	Broadband C
APS1	↑ Assessment of: 1. Work availability 2. Skills 3. Performance or merit selection	

## Annex C – Redeployment, Termination and Redundancy

- C.1 These provisions apply only to ongoing employees who are not on probation.
- C.2 Throughout the application of the following provisions, the Director-General will take all reasonable steps, consistent with the efficient management of ONA, to transfer an excess employee to a suitable vacancy at an equal classification level within ONA or in another APS agency.
- C.3 DISCUSSION PROCESS
- C.3.1 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.
- C.3.2 Discussions with the potentially excess employee(s) will be held to consider:
- i. measures which might be taken to reduce the incidence of an employee becoming excess;
  - ii. redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seek redeployment; and
  - iii. whether voluntary retrenchment might be appropriate and whether the employee(s) wants to elect for voluntary retrenchment.
- C.3.3 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.
- C.3.4 Where an employee nominates a representative, the Director-General, or their delegate will consult with the employee's representative.
- C.3.5 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.
- C.3.6 The Director-General will identify the employees who are excess to ONA's requirements:
- i. after the discussions in clause C.3.2 have been held; or
  - ii. 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 C.3.1, and may immediately advise those employees in writing that they are excess.
- C.3.7 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 C.3.2
- C.4 VOLUNTARY RETRENCHMENT
- C.4.1 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.
- C.4.2 Within 4 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 ONA.



- C.4.1 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 C.4.2. 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 C.8.8.

C.5 PERIOD OF NOTICE

- C.5.1 Where the employee elects for voluntary retrenchment, the Director-General can accept the employee's election and terminate their employment in accordance with s29 of the *Public Service Act 1999*.
- C.5.2 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.

C.6 SEVERANCE BENEFIT

- C.6.1 An employee who elects for voluntary retrenchment under clause C.4.1 and whose employment is terminated under the relevant provisions of the *Public Service Act 1999* (s29) 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.
- C.6.2 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- C.6.3 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.
- C.6.4 Subject to clauses C.6.5 and C.6.6, service for severance pay purposes means:
- i. service in ONA;
  - ii. Government service as defined in s10 of the LSL Act;
  - iii. 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;
  - iv. service with the Australian Defence Forces;
  - v. 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 1 month 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
    - an earlier period of service with the APS was ceased because the employee was deemed to have resigned from the APS on marriage under the repealed s49 of the *Public Service Act 1922*; and
  - vi. 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.

C.6.5 Any period of service which ceased by way of termination under s29 of the *Public Service Act 1999*; prior to the commencement of the *Public Service Act 1999* 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.

C.6.6 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

#### C.7 RATE OF PAYMENT – SEVERANCE BENEFIT

C.7.1 For the purpose of calculating any payment under clause C.6.1, salary will include:

- i. the employee’s salary; or
- ii. 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
- iii. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### C.8 RETENTION PERIODS

C.8.1 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:

- i. 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
- ii. 30 weeks for all other employees;
- iii. 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 s119 of the FW Act, the retention period will be 20 weeks.

C.8.2 The retention period will commence eight weeks after the day on which the Director-General offers the employee voluntary retrenchment.

C.8.3 During the retention period the Director-General:

- i. will continue to take reasonable steps to find alternative employment for the excess employee;
- ii. 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.

C.8.4 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.

- 
- C.8.5 The retention periods specified in clause C.8.1 and the notice period specified in clause C.8.8 will be extended by any periods of personal leave supported by medical evidence which is taken during these periods.
- C.8.6 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 s29 of the PS Act.
- C.8.7 Upon termination the employee will be paid a lump sum comprising:
- i. the balance of the retention period (as shortened for the NES under clause C.8.1.) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - ii. an additional redundancy payment equal to the amount the retention period was shortened by under clause C.8.1. i.e. the NES component.
- C.8.8 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 C.8.1 or has elected to be voluntarily retrenched and the Director-General refuses to approve it.
- C.8.9 An excess employee will be given notice in accordance with s117 of the FW Act, whichever is applicable. The notice period will be concurrent with the retention period.

## Annex D – Supported Salary Payments for Employees with a Disability

### D.1 WORKERS ELIGIBLE FOR A SUPPORTED WAGE

D.1.1 These provisions define the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of these provisions, the following definitions will apply:

<b>Supported Wage System</b>	means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.
<b>Accredited Assessor</b>	means a person accredited by the managing 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>Disability Support Pension</b>	means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the <i>Social Security Act 1991</i> , as amended from time to time, or any successor to that scheme.
<b>Assessment Instrument</b>	means the form 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.

#### Eligibility criteria

D.1.2 Employees covered by these provisions will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

D.1.3 These provisions do not apply to any existing employee who has a claim against ONA which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement/award relating to the rehabilitation of employees who are injured in the course of their employment.

D.1.4 These provisions also do not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the DS Act, or if a part only has received recognition, that part.

D.2 SUPPORTED SALARY RATES

D.2.1 Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<u>Assessed Capacity</u> <u>(clause D.3.1)</u>	<u>% of prescribed salary</u>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

D.2.2 The minimum amount payable to the employee during shall be no less than that determined by Fair Work Australia as varied from time to time.

D.2.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

D.3 ASSESSMENT OF CAPACITY

D.3.1 For the purpose of establishing the percentage of the salary rate to be paid to an employee, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

Assessment Instrument

D.3.2 An assessment instrument must be agreed to and signed by:

- i. ONA; and
- ii. the employee; or
- iii. the employee and the employee's representative;
- iv. if the employee so chooses, the employee's representative.
- v. A copy of the completed assessment instrument must be given to the employee and, if the employee requests, to the employee's representative.

Review of assessment

D.3.3 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 shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

D.4 OTHER EMPLOYMENT CONDITIONS

D.4.1 Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

---

#### Workplace adjustment

- D.4.2 Where the Director-General employs an employee in accordance with these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### Trial period

- D.4.3 In order for an adequate assessment of the employee's capacity to be made, the Director-General may employ a person for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- D.4.4 The minimum amount payable to the employee during the trial period shall be no less than that determined by the Fair Work Commission or Fair Work Australia as varied from time to time.
- D.4.5 Work trials should include induction and training as appropriate to the job being trialed.
- D.4.6 Where the Director-General and an employee wish to establish a continuing employment relationship following the completion of the trial period, the employee shall be engaged on a new contract of employment entered into based on the outcome of assessment under clause D.3.1.

## Annex E – Cadets, Trainees and Graduates

- E.1 Cadets, Trainees and Graduates will be assigned a classification in accordance with the Schedule 2 of the *Public Service Classification Rules 2000* and this Agreement.

### **Cadet APS**

- E.2 Cadets, including indigenous cadets, will be paid at the rate applicable to the minimum pay point of an APS 1 for periods of practical training, and 57% of the salary of APS1s for periods of full-time study. Upon successful completion of their training, Cadets will be allocated the operational classification of APS 3 level.
- E.3 Cadets are entitled to reimbursement for all compulsory fees and the reasonable costs of books and equipment incurred in the course of their studies.

### **Trainee APS (Administrative)**

- E.4 Trainee APS (Administrative) will be paid the rate applicable to the minimum pay point of an APS1. Upon successful completion of training requirements, Trainees will be allocated the operational classification of APS 1.
- E.5 The Director-General may approve payment of additional allowances in recognition of skills and qualifications attained by employees undertaking traineeships.

### **Graduate APS**

- E.6 Graduate APS will be paid at the rate applicable to the minimum pay point of an APS3. Upon successful completion of their training, Graduates will be allocated the operational classification of APS 3 and can be immediately advanced to an APS 4 where minimum advancement requirements are met.