



Australian Government

Office of National Assessments

OFFICE OF NATIONAL ASSESSMENTS
ENTERPRISE AGREEMENT
2011–2014



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PART A - PURPOSE

1. Title

- 1.1. This Agreement shall be known as the Office of National Assessments Enterprise Agreement 2011–2014.

2. Objectives

- 2.1. The Agreement aims to enhance the efficiency and effectiveness of ONA's operations by providing an environment which promotes adherence to the APS Values and the APS Code of Conduct set out in the *Public Service Act 1999*, and to ONA-specific conduct requirements including:
- (a) compliance with any lawful and reasonable direction given by an authorised ONA employee, including directives in relation to protective security matters; and
 - (b) compliance with conduct and personal security requirements, including those relating to overseas travel (prescribed by an authorised person) relating to employment in ONA and/or the AIC.

3. Scope of the Agreement

3.1. Coverage of the Agreement

- 3.1.1. This Agreement covers all APS employees of ONA who are employed in classifications below the Senior Executive Service.
- 3.1.2. In accordance with s53 of the FW Act, this Agreement covers:
- (a) the Commonwealth;
 - (b) ONA employees; and
 - (c) an employee organisation, where it is noted in the decision by FWA to approve this Agreement that it covers that organisation.

3.2. Operation of the Agreement

- 3.2.1. This Agreement will commence 7 days after the day it is approved by FWA. The nominal expiry date of this Agreement is 30 June 2014.
- 3.2.2. 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.
- 3.2.3. During the period starting on the commencement of this Agreement and ending on its nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a party covered by the Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, except where consistent with the terms of this Agreement.

3.2.4. It is acknowledged that employment is subject to the provisions of the following Acts (and regulations or instruments made under the Acts) including:

- *Fair Work Act 2009*
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*
- *Equal Employment Opportunity (Commonwealth Authorities) Act 1987*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Benefits (Supervisory Mechanism) Act 1990*
- *Superannuation Guarantee (Administration) Act 1992*
- *Superannuation Productivity Benefit Act 1988*
- *Safety Rehabilitation and Compensation Act 1988*
- *Occupational Health and Safety Act 1991*
- *Paid Parental Leave Act 2010*
- *Public Service Act 1999*
- *Public Service Regulations 1999*

3.2.5. There are guidelines and policies referred to in this Agreement that relate to conditions of employment in ONA. Employees should make themselves familiar with the guidelines and policies. For assistance and guidance, particular guidelines and policies are identified in the relevant clause in this Agreement. If there is any inconsistency between the guidelines or policies and the express terms of this Agreement, the express terms of this Agreement will prevail. Any dispute over application or interpretation of this Agreement will be subject to dispute resolution procedures (for which, see section 67).

3.3. Delegation

3.3.1. 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.

4. Definitions

ACT Government Service	employment under the <i>Public Sector Management Act (ACT) 1994</i> and the <i>Legal Aid Act 1992</i>
Agency	an agency as defined in the <i>Public Service Act 1999</i>
Agreement	this Agreement, the Office of National Assessments Enterprise Agreement 2011-2014
APS	Australian Public Service
AIC	Australian Intelligence Community
Band	<i>see</i> ONA Band
Casual employee	an employee engaged to perform duties that are irregular or intermittent
CEIs	Chief Executive Instructions
Child	someone who is: (i) a child of an employee within the meaning of the <i>Family Law Act 1975</i> ; or (ii) an adopted child or step-child of the person.
Close relative	a spouse (including a de facto spouse or partner), a child, a parent, a sister or a brother of the employee or his or her spouse/partner or any other person who, by reason of special circumstances of a particular case, is considered by the relevant manager to be a close relative of the employee or his or her spouse/partner
Dependant	the spouse or partner of the employee; 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
Dependent child	a child who is dependent on the employee and is less than 21 years of age
Director-General	the person holding the appointment of Director-General, Office of National Assessments or their delegate
Employee	a person engaged under the <i>Public Service Act 1999</i> in the Office of National Assessments, whether full-time or part-time
Employee with primary care	an employee with primary care responsibility for pre-school or school-age dependents, or disabled, frail-aged or similar adult dependants
Excess employee	an employee is an excess employee if: (i) 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

- (ii) his or her services cannot be effectively used because of technological or other changes in work methods
- (iii) 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.

ELs

Executive Level 1 and 2 employees

Family

a person who:

- (i) is related to the employee by blood or marriage
- (ii) has a strong affinity with the employee
- (iii) stands in a genuine domestic relationship with the employee without discrimination as to sexual preference
- (iv) is a child or adopted child of the employee
- (v) is a child or adopted child of the person who stands in a genuine domestic relationship with the employee
- (vi) if, at any time, the employee was in a relationship as a couple with another person – a child who is the product of the employee's relationship with that other person.

FWA

Fair Work Australia

FW Act

the *Fair Work Act 2009*

HDA

Higher Duties Allowance

Household member

a person who normally lives at the employee's residence

LSL

Long Service Leave

LSL Act

Long Service Leave (Commonwealth Employees) Act 1976

Manager

head of a branch or work area in ONA

Medical evidence

a certificate provided by a registered health practitioner

ML Act

the *Maternity Leave (Commonwealth Employees) Act 1973*

NAATI

National Accreditation Authority for Translators and Interpreters

NES

National Employment Standards

Non-ongoing employee

an APS employee engaged for a specified term or for the duration of a specified task or duties

ONA

the Office of National Assessments

ONA Band

refers to the ONA broadband classification framework as outlined at Annex B

Ongoing employee

an APS employee engaged on an on-going basis

OSC

Open Source Centre, ONA

Partner	a spouse or person sharing a de facto relationship with an employee of ONA without discrimination as to sexual preference
PDF	Performance Development Framework
Salary	the employee's base rate of salary (in accordance with the salary rates at Annex A)
Span of hours	7am – 7pm, Monday to Friday
Supervisor	the immediate supervisor of an employee
Returned Service Personnel	persons who, as a member of the Defence Force, rendered continuous full-time service outside Australia: (a) as a member of a unit of the Defence Force that was allotted for duty; or (b) while the person was allotted for duty 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
TOIL	time off in lieu
Travelling time	in relation to overseas travel on official business, means the period between the latest recommended airport check-in time for the scheduled departure from the place where the journey originates, and the actual time of arrival at the destination, excluding any rest period or stopover en route when the employee is not required to work

5. Formal acceptance of this Agreement

5.1. This Agreement is made under section 182 of the FW Act.

5.2. Employer

Director-General, ONA (as the employing authority on behalf of the Commonwealth)

Signed..... Date:/..../2011

Mr Allan Gyngell
Director-General
Office of National Assessments

5.3. Employer representative

Assistant Director-General, Corporate and Information Technology Services

Signed..... Date:/..../2011

Mr Derryl Triffett
Assistant Director-General
Corporate and Information Technology Services
Office of National Assessments

5.4. Employee bargaining representatives

Signed for and on behalf of employees covered by this Agreement by their nominated bargaining representatives:

Signed Date:/..../2011

Mr Rupert Evans
Executive Official
Community Public Sector Union

Signed Date:/..../2011

Ms Zoe Cameron

Signed Date:/..../2011

Mr Peter Henderson

Signed Date:/..../2011

Dr Timothy Macnaught

Signed Date:/..../2011

Ms Lucy Sheppard

Signed Date:/..../2011

Dr Ewan Ward

PART B - REMUNERATION AND STRUCTURE

6. Salary

6.1. In recognition of increased productivity and performance outcomes employees will receive a yearly increase of 3% of salary annualised from 30 June 2011 to 30 June 2014. The salary increase will start from the first pay period following the date the Agreement comes into force and will then apply yearly from the first pay period following 30 June of that year.

6.2. Community Allowance

6.2.1. All employees covered by this agreement will receive the ONA Community Allowance, an allowance that is paid fortnightly and counts as salary for all purposes (other than for 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 AIC. The allowance rates are:

- ONA Band 1 (APS 1–6) – an allowance of 2% of the highest salary point for the ONA Band 1 level; or
- ONA Bands 2 and 3 (Executive Levels 1 and 2) – an allowance of 2% of the employee's annual salary.

7. Salary rates

7.1. Annex A details the base salary rates payable to employees.

7.2. Salary on commencement

7.2.1. When an employee starts work in ONA or is promoted to 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.

7.2.2. An employee moving to ONA at level whose base salary in their current agency recognised under clause 42.1 (their 'current salary') exceeds the rate they would otherwise be entitled to under this Agreement may, at the discretion of the Director-General, maintain their current salary until their base salary is matched or exceeded by ONA salary increases.

7.3. Agreement to work at a lower level

7.3.1. 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, that the employee shall be paid a base salary applicable to the lower work value level.

7.4. Supported salary rates for employees with a disability

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

7.5. Casual employees

- 7.5.1. A casual employee will receive a loading of 20% of base salary in lieu of paid annual and personal leave.

7.6. Junior rates

- 7.6.1. Junior rates of pay as a percentage of the APS 1 (ONA Band 1) equivalent adult rate will apply as follows:

Under 18 years	60%
at 18 years	70%
at 19 years	81%
at 20 years	91%

7.7. Cadets, trainees and graduates

- 7.7.1. Arrangements for cadets, trainees and graduates are detailed at Annex F.

7.8. Salary advancement

- 7.8.1. Salary advancement within the ONA Bands is linked to performance – refer to section 57 for details.

8. Remuneration supplementation

- 8.1. Should the Director-General seek to supplement an employee's remuneration in exceptional circumstances and in recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances or operational requirements, this may only be done in accordance with clause 56 'Individual Flexibility Arrangements'.

9. Method of payment

- 9.1. Employees' 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, for example, if the employee is taking leave to travel.

10. Salary packaging

- 10.1. Consistent with ONA's salary packaging guidelines, employees may choose to sacrifice part of their salary for items on a list of non-cash benefits. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose. For ethical reasons employees will be required to sign a declaration that they will not access any government-provided benefit, such as Centrelink benefits or AUSTUDY, or adjust child support payments, if this becomes possible because of the reduction in gross salary.
- 10.2. Any fringe benefits tax and administrative costs incurred as a result of the salary packaging arrangement will be met by the employee.

11. Superannuation

- 11.1. 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.

- 11.2. The Director-General may supplement an employee's remuneration for superannuation purposes as allowed for under the relevant superannuation legislation.
- 11.3. 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.
- 11.4. A choice made in accordance with clause 11.3 is subject to the chosen fund being an approved fund and for which there are no fees and costs to be borne by ONA.
- 11.5. 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.

12. Classification structure

- 12.1. The eight-level APS classification structure will apply, broad-banded into three ONA Bands and supported by ONA work level standards (See Annex B.)

PART C - ALLOWANCES

13. Higher Duties Allowance

- 13.1. The Director-General may approve Higher Duties Allowance (HDA) 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 4 consecutive weeks in order to receive HDA, unless the Director-General approves a shorter period.
- 13.2. Where an employee is required to work temporarily in a Senior Executive Service position for 4 weeks or more, remuneration will be at a rate determined by the Director-General.

14. Restriction Allowance

- 14.1. Where an employee is required to be contactable and available to work for a specified period outside the span of hours, as per clause 28.1, and the requirement is supported by an approved duty roster, a Restriction Allowance will be paid at a rate determined by the Director-General.
- 14.2. Restriction Allowance is payable even though the employee may not be required to work. Where a Band 1 employee is on Restriction Allowance and required to work, they will receive payment for overtime in accordance with clause 36.5, or TOIL in accordance with clause 36.7 subject to:
 - (a) a minimum 1 hour payment when work is performed without the necessity to travel to the workplace; or
 - (b) a minimum 3 hour payment including travel time if work is required at the workplace.

If overtime is paid or TOIL received, employees will not receive Restriction Allowance for that period.

- 14.3. Where an Band 2 or 3 is in on Restriction Allowance and is required to work, they will receive TOIL at ordinary time.
- 14.4. Where an employee on Restriction Allowance is required to attend the office outside the span of hours, they will be entitled to travel expenses in the form of Motor Vehicle Allowance (see clause 21.1) or provided with Cabcharge vouchers or reimbursement of taxi fares.

15. Mobile Phone Allowance

- 15.1. To meet ONA operational requirements, all employees are to be contactable via mobile phone, therefore ONA will pay employees an allowance to assist in meeting the cost of owning a mobile phone. Refer to ONA policies and guidelines for details.

16. Language Proficiency Allowance

- 16.1. Language Proficiency Allowance (LPA) will be paid at a rate commensurate with the level achieved by the employee in an officially recognised language test.
- 16.2. The rates and conditions applicable for LPA will be in conjunction with approved ONA policies and as determined by the Director-General.

17. Domestic travel

- 17.1. Economy class travel must be used where an employee is required to travel by air within Australia on official business. In exceptional circumstances employees may seek approval from the Director-General for 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.
- 17.2. Domestic Travel Allowance
- 17.2.1. An allowance will be paid to meet the cost of accommodation, meals and any incidental expenses incurred by an employee while travelling on official business. The allowance will be calculated in conjunction with rates prescribed in ONA's CEIs and guidelines and paid in advance by electronic transfer to an account nominated by the employee. Alternative arrangements may also be considered to pay for accommodation, including the provider billing ONA directly or by corporate credit card.
- 17.2.2. The Director-General may, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Domestic Travel Allowance calculated under clause 17.2.1.
- 17.2.3. An employee who travels on official business for a period of not less than 10 hours, but is not absent overnight, will receive a taxable allowance at a rate determined by the Director-General.
- 17.2.4. Where an employee does not undertake the anticipated travel or travels for a lesser period, the full Domestic Travel Allowance will be repaid, or the difference between the allowance paid and the amount that would have been payable for the actual travel. The employee will repay the amount owing through salary deductions at a rate agreed to by the employee and ONA or through the receipt of a invoice rendered by ONA as an agent of the Commonwealth, in accordance with the ONA's CEIs
- 17.2.5. Where an employee is provided with either accommodation or meals, or both, at ONA expense, the employee will not be paid those components of Domestic Travel Allowance.
- 17.3. TOIL, flextime and overtime
- 17.3.1. TOIL, flextime or overtime provisions will not apply to employees while travelling domestically where the travel is overnight.
- 17.3.2. TOIL for Band 2 and 3 employees and flextime for Band 1 employees provisions will apply where the employee is required to travel domestically but does not stay overnight.

18. Overseas travel

- 18.1. The standard class of travel for employees for overseas travel is business class or equivalent, and where business class is not available, economy class. In certain circumstances the Director-General may authorise a different class of travel.
- 18.2. Rest period
- 18.2.1. Where an official journey involves travelling time (as defined) of more than 12 hours (or a lesser period on medical grounds), the employee will not be required to attend work before having had a reasonable opportunity to recuperate, either at the destination or en route. An employee is taken to be at

work during this rest period, with the rest period not to exceed 1 day in any case.

18.3. TOIL, flextime and overtime

18.3.1. TOIL, flextime or overtime provisions will not apply to employees while travelling overseas.

18.4. Accommodation

18.4.1. The standard of accommodation for employees will be in accordance with ONA's travel CEIs and guidelines. The Director-General may authorise other accommodation on request.

18.5. Overseas Travel Allowance

18.5.1. Where an employee is required to travel overseas on official business, he or she may, in accordance with the policies outlined in ONA's CEIs, be:

- (a) provided with a cash advance to meet acquittable costs, e.g. reasonable standard of accommodation and any unforeseen work-related expenses where these expenses cannot be direct-billed to ONA;
- (b) paid Overseas Travel Allowance for meals and incidental expenses as approved by the Director-General; and
- (c) provided with an acquittable cash advance to cover estimated expenses likely to be incurred in the course of work, e.g. interpreter fees, representation allowance as approved by the Director-General.

18.5.2. The Director-General may, subject to the presentation of receipts or other satisfactory evidence, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Overseas Travel Allowance.

18.6. Equipment Allowance

18.6.1. An employee who travels overseas on official business will be paid an Equipment Allowance at a rate determined by the Director-General, payable once in a 3-year period of service. Where the Director-General agrees that climatic conditions at the destination warrant it, an employee may be paid an additional amount of Equipment Allowance at a rate determined by the Director-General and payable once in a 3-year period of service, in recognition of clothing needs when travelling.

18.7. Telephone calls

18.7.1. Employees undertaking official travel overseas will be reimbursed the cost of one(1) 10 minute personal telephone call to family per day. Where possible employees must utilise a phone card rather than using mobile phones or charging calls directly to hotels to make the call, and also seek to make calls from sources without service charges.

19. Insurance for official travel

19.1. ONA will ensure employees travelling overseas for official purposes are covered with appropriate insurance for illness, injury and loss or damage of personal effects – refer to ONA's CEIs and guidelines for more information.

20. Reimbursement for loss or damage

- 20.1. The Director-General may reimburse an employee for the loss or damage to clothing or personal effects occurred in the course of his or her work.

21. Motor Vehicle Allowance

- 21.1. Where the Director-General authorises an employee to use a private motor vehicle for official purposes, the employee will receive a Motor Vehicle Allowance at a rate determined by the Director-General. ONA's CEIs detail certain requirements (such as vehicle insurance) that must be met by the employee in order to receive the allowance.

22. Corporate responsibility allowances

22.1. First Aiders

- 22.1.1. ONA's first aid policy provides that where the Director-General is satisfied that an employee possesses a current specified first aid certificate (e.g. St Johns First Aid Certificate) and continuing ability commensurate with that qualification, and the employee is designated as an ONA First Aid Officer, they will be paid an allowance determined by the Director-General.

22.2. Fire Wardens

- 22.2.1. ONA employees who, following appropriately recognised training, are officially designated as fire wardens will be paid an allowance as determined by the Director-General.

22.3. Health and Safety Representatives

- 22.3.1. ONA employees who, following appropriately recognised training, are officially designated as Health and Safety Representatives will be paid an allowance as determined by the Director-General.

23. Financial planning

- 23.1. Employees are entitled to reimbursement for 1 personal financial consultation during the life of this Agreement, at a rate determined by the Director-General.

24. Internet access

- 24.1. ONA will subsidise home access to the internet as recompense to employees who access work-related material at home. The subsidy will be determined by the Director-General.

25. Career transition assistance

- 25.1. ONA will provide one-off career transition to an employee where:
- (a) their non-ongoing contract expires or is terminated early by ONA
 - (b) they retire
 - (c) they are made redundant
 - (d) their employment is terminated outside the probation period and for reasons other than a breach of the APS Code of Conduct.
- 25.2. Career transition assistance will be in the form of reimbursement of costs associated with job seeking/retirement advice services and will be up to a maximum of \$800.
- 25.3. In addition, eligible employees (as per 25.1) will have access to up to 3 days of paid leave in their last year of engagement to attend approved professional development

seminars/conferences relevant to their pre or post-ONA career or relevant to retirement. The costs of attendance at such seminars/conferences will be met by the employee unless it can be shown that attendance is also relevant to the employee's duties and responsibilities in ONA.

26. Maintenance of allowances

- 26.1. ONA will ensure that allowances employees are entitled to, under this Agreement and other ONA policies and guidelines, are maintained at the levels current at the outset of this Agreement and reviewed once annually (at the end of the financial year) to account for Consumer Price Index movements.

PART D - PEOPLE MANAGEMENT

27. Hours of work

- 27.1. The ordinary hours of work for full time employees are 147 hours over a 4 week period (the 'settlement period'), i.e. an average of 36 ³/₄ hours per week plus reasonable additional hours. A supervisor and an employee may agree on some other total of hours of work and settlement period, subject to hours of work averaging 36 ³/₄ hours per week over the agreed settlement period.
- 27.2. For part-time employees, hours of work are those agreed in their part-time work agreement or those designated for the job, which are less than 147 hours over a 4 week settlement period.

28. Span of hours

- 28.1. The span of hours during which an employee may work their ordinary hours is 7.00am to 7.00pm, Monday to Friday.
- 28.2. Where an employee specifically requests to work outside the span of hours (e.g. Saturday, Sunday or public holidays), he or she may do so with the agreement of his or her supervisor/manager.

29. Working patterns

- 29.1. The pattern by which employees work within the span of hours (as per clause 28.1) is a matter for agreement between supervisors and employees. However, an employee will not be required to work more than:
- (a) 10 hours ordinary time on any day; and
 - (b) 5 consecutive hours without a meal break of at least 30 minutes.

30. Flexitime

- 30.1. Flexitime is the time a Band 1 employee works within the span of hours (as per clause 28.1) in addition to their ordinary hours of work for which overtime is not payable. Flexitime arrangements do not apply to Band 2 or Band 3 employees.
- 30.2. The following flexitime arrangements will apply:
- (e) flexitime should only be accrued where there is a real need for the employee to work additional hours beyond the standard hours;
 - (f) the maximum flex time credits an employee may accrue is 40 hours – any accrued hours in excess of 40 hours will be foregone;
 - (g) in exceptional circumstances, the Director-General may approve an employee to accrue more than 40 hours of flexitime credits;
 - (h) an employee may carry over a maximum of 10 hours flex debit accumulated in any 1 settlement period (4 weeks as per clause 28.1) 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, in accordance with ONA's CEIs;
- (i) employees may take flex leave subject to the agreement of their manager/supervisor – a maximum period of 5 consecutive working days of flex may be taken;
- (j) where work pressures have meant an employee is continually maintaining a flex credit of 40 hours, the employee and their supervisor will discuss the reasons for the ongoing accrual of flextime and plan for sufficient flex leave to be taken to reduce the flextime credit;
- (k) employees covered by flextime arrangements will each day record their actual time of arrival and departure, any breaks and leave absences on an approved document.

31. Recording of work hours

- 31.1. Band 1 employees are required to keep a record of their hours of work. This record will also be utilised for recording flextime.

32. Reversion to standard hours

- 32.1. Access to flextime will not apply in circumstances where:
- (a) an employee's supervisor considers the employee's attendance is unsatisfactory;
 - (b) an employee's supervisor considers an employee to be misusing the arrangement;
 - (c) there is insufficient work to warrant an employee working additional hours.
- 32.2. Where flextime no longer applies, employees will revert to standard hours. Standard hours are 7 hours and 21 minutes per day, to be worked from 8.30am to 12.30pm and 1.30pm to 4.51pm.
- 32.3. Supervisors shall discuss with employees the reasons for requiring reversion to standard hours.
- 32.4. Access to flextime may be restored once a supervisor is satisfied by an employee's attendance.

33. Absence from duty

- 33.1. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or the absence is authorised, e.g. leave is granted.

34. Regular part-time work

- 34.1. ONA is committed to considering opportunities for employees to work on a regular part-time basis.
- 34.2. A part-time employee is one whose regular hours of work are less than 147 hours over a 4-week period, i.e. less than an average of 36 ³/₄ hours per week.
- 34.3. Remuneration and other benefits for part-time employees will be calculated on a pro-rata basis. Reimbursements will apply as if the employee was a full-time employee.
- 34.4. Requests for regular part-time work will be assessed subject to operational requirements. Employees returning to work directly from parental leave may apply for access to regular part-time work – see section 35.

- 34.5. A part-time employee and his or her supervisor/manager may, by agreement, vary regular hours of work.
- 34.6. The Director-General may initiate an offer of part-time employment. Full-time employees cannot be converted to part-time without their agreement.

35. Flexible working arrangements for parents

- 35.1. An employee who is a parent or has responsibility for the care of a child may request in writing a change in working arrangements to assist in caring for a child who is:
- (a) under school age; or
 - (b) under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- 35.2. An employee is not entitled to make this request unless:
- (a) at least 12 months of continuous service has been completed with ONA or the APS immediately before making the request; or
 - (b) if the employee is a casual employee, they must be:
 - (i) a long term casual employee of ONA immediately before making the request; and
 - (ii) have a reasonable expectation of continuing employment with ONA on a regular and systematic basis.

Refer to Division 4 of Part 2-2 of the FW Act for more information.

36. Overtime

- 36.1. Overtime is work performed at the direction of management by Band 1 (or equivalent) employees only, outside the span of hours, on a public holiday, or in excess of ten hours on any one day.
- 36.2. For part-time Band 1 employees, overtime is work performed at the direction of management which is not continuous with the employee's ordinary hours of work, and/or is beyond the total hours of work over the settlement period specified in the employee's part-time work agreement.
- 36.3. Prior direction to work overtime by management is required; overtime is not to be self-initiated. Where circumstances do not permit prior direction, approval of overtime must be given to the employee by management as soon as is practicable. 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.
- 36.4. In accordance with Division 3 of Part 2-2 of the FW Act, a manager may direct an employee to work overtime where the additional hours are reasonable. An employee may refuse to work the overtime where the additional hours are unreasonable.
- 36.5. Payment for overtime
- 36.5.1. Payment is the standard recompense for overtime. Overtime payments will be calculated at the following rates:
- Monday to Saturday – time and a half for the first 3 hours each day and double time thereafter

- Sunday – double time
- Public Holidays – double time and a half.

36.5.2. Where an employee is directed to work overtime on Monday to Friday beyond 6pm on a regular basis and where maximum flextime credits have been reached, they may, with Branch Head support, apply for payment of overtime. If approved, the employee will be paid for overtime rather than accruing TOIL.

36.6. TOIL for overtime

36.6.1. An employee may elect to accrue TOIL for any overtime worked rather than receiving payment. The rate of TOIL is the same as for overtime.

36.7. Meal Allowance

36.7.1. Where an employee is directed to work for a continuous period of at least 2 hours outside the span of hours and the period of work extends over a meal period, a meal allowance will be paid at a rate determined by the Director-General.

For the purpose of this clause, a meal period is defined as:

- 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.

37. Rest relief after overtime

37.1. Where an employee is directed to work a minimum of 2 hours outside the span of hours, the employee will be entitled to an 8 hour break (plus reasonable travel time) before starting work again. The manager should direct the employee to take the 8 hour break. If the break occurs during standard working hours, then the employee will receive their normal salary during this period.

37.2. Where an employee's overtime leads immediately into the span of hours (e.g. overtime commencing at 5.00am and finishing at 7.00am), the supervisor may direct the employee to complete their standard daily hours before their break. In this circumstance the employee cannot be directed to work more than 10 hours in one day without access to an 8 hour break (plus reasonable travel time) before starting work again.

37.3. Where the break described above is not possible due to operational requirements, the employee will be paid at double time until the 8 hour break is taken.

38. Executive Level employees and TOIL

- 38.1. It is recognised that remuneration for employees at the Band 2 and Band 3 levels (ELs) already contemplates that these employees may work additional hours and therefore overtime is not payable (except under clause 38.4).
- 38.2. It is agreed that managers have a responsibility to minimise the extent to which ELs are required to work additional hours. Strategies to reduce the need to work additional hours will be approached on a consultative basis and include reviewing workloads, priorities and work practices. Where operational requirements are such that ELs must work additional hours, the employee may take TOIL with the agreement of the relevant manager. It is not intended that the amount of TOIL approved equate to the additional hours worked.
- 38.3. Time off taken as TOIL must be recorded for workers' compensation purposes.
- 38.4. Overtime for Information Technology (IT) ELs
- 38.4.1. Notwithstanding clause 36.1, EL employees administering ONA's Information Technology (IT) systems may apply to the Director-General for payment of overtime for hours worked outside the span of hours.

39. Emergency duty

- 39.1. Where a Band 1 employee is required to attend work to meet an emergency outside the span of hours (specified in clause 28.1), and is not in receipt of Restriction Allowance, he or she will be paid or receive TOIL at double time for the period of work, plus any time necessarily spent in travelling to and from the work site.
- 39.2. In such circumstances Band 2 and 3 employees will be granted TOIL at ordinary time consistent with section 38 or may be eligible for payment for excessive work hours.
- 39.3. Where an employee is directed to attend the office outside the ordinary span of hours and is not in receipt of Restriction Allowance, he or she will be entitled to travel expenses in the form of Motor Vehicle Allowance (see clause 21.1) or provided with Cabcharge vouchers (or similar) or reimbursement of taxi fares.

40. Shiftwork

- 40.1. Employees who undertake shiftwork under formal weekly rosters will receive, in addition to their salary, the shift penalty payments listed below.
- 40.2. Shiftwork penalties

ONA Band 1

Rostered time of work – for the first 73.5 hours per fortnight	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%

Normal overtime arrangements will apply for hours worked in excess of 73.5 hours per fortnight.

ONA Band 2 and 3

Shift loadings as for Band 1 employees will be paid. Although no overtime is payable, TOIL may be approved by a supervisor/manager – refer to clause 36.7.

- 40.3. It is expected that employees on shift rosters will complete at least 36 ³/₄ hours of work per week. If the rostered hours worked do not reach 36 ³/₄ hours, the employee is expected to make up the additional hours to a total of 36 ³/₄ hours, performing their regular duties, during the normal span of hours (as per Clause 28.1) with the additional hours paid at shift penalty rates if continuous with a daily shift.
- 40.4. Normal overtime arrangements will apply for hours worked in excess of 73.5 hours a fortnight for Band 1 non-rostered employees involved in watch office/crisis management arrangements.
- 40.5. Band 2 and Band 3 employees may have TOIL approved by a supervisor/manager for hours worked in excess of 73.5 hours a fortnight.
- 40.6. The Director-General may determine more generous shiftwork penalties than those outlined above.

41. Child and dependent care

- 41.1. Where employees are required at less than 24 hours notice to be away from home outside the span of hours, ONA will reimburse reasonable costs in relation to additional dependant care arrangements, on receipt of satisfactory evidence from the employee.

42. Leave portability

- 42.1. 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, accrued annual leave and personal/carers leave (however described) will be transferred to ONA, and administered in accordance with this Agreement, provided there is no break in continuity of service.
- 42.2. Annex C provides further detail regarding leave.

43. Annual leave

- 43.1. The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. It is important that employees take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning.
- 43.2. Employees are encouraged to take reasonable breaks from work for rest and recreation and should take a minimum of 10 days annual leave each year so that excess annual leave does not accrue. Managers will ensure that employees are given the opportunity to take at least 10 days of leave in each calendar year.
- 43.3. Employees are entitled to 20 working days paid annual leave for each full year worked. Annual leave accrues progressively, and on a pro-rata basis for part-time employees. The taking of annual leave is subject to approval by the Director-General, which will not be unreasonably withheld. Annual leave counts as service for all purposes and may be taken on full pay or half pay.
- 43.4. Employees will accumulate annual leave entitlements without any cap and accumulated leave will be paid out on termination of employment with ONA. However, it is expected that leave arrangements will be managed to minimise the payment of large accruals on termination.

- 43.5. Where any public holiday occurs and the employee is entitled to payment during any period of annual leave, the public holiday is not deducted from the employee's annual leave balance.
- 43.6. Where an employee is on annual leave and is granted another form of leave with pay (e.g. personal leave or approved compassionate leave), the period of that other leave will not be deducted from the employee's annual leave balance.
- 43.7. Purchase of annual leave
- 43.7.1. Employees may request approval by the Director-General to purchase up to 20 additional days of annual leave per calendar year. On approval, a fortnightly deduction will be made from salary calculated on the basis of the gross amount of salary and allowances for the approved period divided by the number of pays in the annual period.
- 43.7.2. Purchased leave does not affect the employee's continuity of service as the employee has purchased paid leave. The employee's superannuation entitlements will also not be affected as salary for superannuation purposes is not changed.
- 43.8. Cash out of annual leave
- 43.8.1. Employees may 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 would have a remaining annual leave balance of at least 4 weeks (20 days) after the amount of annual leave is cashed out;
 - (c) the rate of salary at which leave is cashed out is that which would have been paid had the employee taken leave;

44. Personal leave

- 44.1. Full-time employees are eligible to accrue 18 days of paid personal leave for each 12 months of completed service, to be credited on the anniversary date of the employee's engagement to the APS (or other recognised employer).
- 44.2. Part-time employees will be credited personal leave on a pro-rata basis. Leave will be based on the ordinary hours of work of the employee as at the date of personal leave accrual.
- 44.3. On-going employees engaged to ONA without recognisable prior service (see clause 42.1) will be credited 18 days of personal leave on the day of their engagement and thereafter each year on the anniversary of their engagement.
- 44.4. Non-ongoing employees without recognisable prior service with a contract of 12 months or more will be credited 18 days personal leave on the day of their engagement and thereafter each year on the anniversary of their engagement. Non-ongoing employees with a contract of less than 12 months will be credited a pro-rata number of days personal leave on the day of their commencement.
- 44.5. Paid personal leave may be taken on full or half pay and shall be available to an employee:
- (a) because they are unfit for work due to personal illness or injury;
 - (b) to provide care or support to a member of the their household or family because of:
 - (i) a personal illness, or personal injury, affecting the member; or

- (ii) an unexpected emergency affecting the member.
 - (c) to observe religious or culturally significant days or events;
 - (d) moving house (1 day per occasion); or
 - (e) as a result of an emergency or other special circumstances.
- 44.6. There is no cap on the amount of accrued paid personal leave employees may access for caring purposes under clause 44.5(b). Where an employee has exhausted their paid personal leave, 2 days unpaid carer's leave will be granted on each occasion, subject to approval by their manager. Casual employees may access 2 days unpaid carer's leave for each permissible occasion (refer to 43.5(b)).
- 44.7. The taking of personal leave, which may be taken on full pay or half pay, is subject to approval of an employee's manager/supervisor.
- 44.8. Unused personal leave will accumulate, but will not be paid out on separation.
- 44.9. The Director-General may allow an employee who is absent due to personal illness or injury to anticipate 1 year's personal leave accrual where paid leave is exhausted.
- 44.10. Unless otherwise agreed by the Director-General, no more than 5 days of personal leave within the employee's personal leave year may be taken without satisfactory evidence (a medical certificate or, in the case of caring responsibilities, a statutory declaration). If there is cause the Director-General may request a medical certificate or other documentary evidence from an employee in relation to a personal leave, even if the period is less than 5 days.

45. Long service leave

- 45.1. Employees will accrue long service leave (LSL) consistent with the provisions in the LSL Act.
- 45.2. Recognition of prior service for the purpose of LSL will be in accordance with the LSL Act.
- 45.3. The minimum length of LSL to be taken is 7 consecutive calendar days.
- 45.4. Periods of long service leave cannot be broken with annual leave except as provided for by the ML Act.

46. Maternity leave

- 46.1. The entitlement to maternity leave is provided for under the ML Act.
- 46.2. Eligible employees have access to 12 weeks paid maternity leave under the ML Act and may elect to spread the payment for the 12 weeks over 24 weeks at half pay; only 12 weeks will count as service for all purposes.
- 46.3. Immediately following the completion of paid maternity leave granted under the ML Act, employees will be entitled to an additional 2 weeks paid leave which will be counted as service for all purposes. Payment of additional paid maternity leave may be spread over a period of up to 4 weeks at half pay, but only 2 weeks of such additional leave will count as service. Such additional paid leave is not paid maternity leave as provided for under the ML Act.
- 46.4. Employees may also be entitled to maternity leave in accordance with Division 5 of Part 2-2 of the FW Act, to the extent that it is more favourable.
- 46.5. Employee's who have access maternity leave may also access unpaid parental as per section 49.

47. Adoption and foster carers leave

- 47.1. 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.
- 47.2. An employee who is the primary care giver of a newly adopted or fostered child will have access to 14 weeks paid leave on the basis that:
- 47.2.1. the leave is non-gender specific and applies to employees with not less than 12 months continuous service in the APS;
 - 47.2.2. the leave must begin on or before the date of placement of the child and must be taken over a continuous period (i.e. it cannot be broken with periods of other types of leave or periods of work);
 - 47.2.3. documentary evidence of approval for adoption or fostering must be submitted when applying for the leave;
 - 47.2.4. an employee with less than 12 months continuous service is eligible for leave without pay for adoption purposes.
- 47.3. The employee may elect to spread payment for the 14 weeks leave over 28 weeks at half pay; only 14 weeks will count as service for all purposes. The full period of leave must be taken continuously from or before the day of placement.
- 47.4. An employee is not entitled to adoption or foster carers leave unless the child that is, or is to be, placed with the employee for adoption or fostering:
- (a) is, or will be under 16 as at the day of placement, or the expected day of placement, of the child;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (c) is not (otherwise than because of the adoption of foster arrangement) a child of the employee or the employee's spouse or de facto partner.
- 47.5. Foster carers leave will only apply to long-term fostering arrangements and may be accessed for each placement.
- 47.6. Employees who access adoption and foster carers leave may also access unpaid parental as per clause 48.2.

48. Supporting partner parental leave

- 48.1. Employees have access to 2 weeks of paid parental leave to be taken within 12 months of the birth or adoption of their child where they are not the primary care-giver, that is, they are ineligible for paid maternity leave (section 46), paid adoption or foster carers leave (section 47). Paid parental leave may be taken at half pay, however only 2 weeks will count as service for all purposes.
- 48.2. In addition to clause 48.1, where an employee is not the primary care-giver, they may access up to 5 days paid or unpaid personal leave – the be taken consecutively – within 12 months of the birth, adoption or fostering of their child.

49. Unpaid parental leave

- 49.1. To enable an employee to care for a newborn, newly adopted or fostered child, he or she will be entitled to other leave without pay. The maximum period of other leave without

pay for parental purposes is 52 weeks. However the entitlement will be reduced by the amount of any parental leave taken (paid or unpaid) by the employee and/or his or her spouse or partner.

50. Return to work after parental leave

- 50.1. On ending maternity leave, adoption and foster carers leave or unpaid parental leave, an employee is entitled to return to:
- (a) the employee's pre-parental leave position; or
 - (b) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and at the same pay point to the pre-parental leave position.

51. Community service leave

51.1. Where an employee engages in community service activities, including regular training and ceremonial duties, he or she will be entitled to up to 2 weeks of paid community service leave over the period of 1 year (non-accruing.) Where an employee has exhausted paid community service leave, they will be granted unpaid leave by their manager/supervisor, subject to notice and evidence requirements. Refer to Annex C for more information.

51.2. Employees are entitled to community service leave in accordance with Division 8 of Part 2-2 of the FW Act, which states that an employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

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

51.3. Jury service

51.3.1. Employees, other than casuals, engaged in jury service will be granted paid leave in accordance with Division 8, Section 11 of the FW Act.

52. Other leave

52.1. The intention of other leave is to allow flexibility to managers, supervisors and employees, by providing that leave may be made available, either with or without pay, for a variety of purposes, e.g. emergency or special circumstances not catered for under personal leave.

52.2. Compassionate leave

52.2.1. An employee may take 3 days, per occasion, compassionate leave when a member of the employee's immediate family or household member:

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

52.2.2. Compassionate leave will be paid leave, unless the employee is engaged on an irregular or intermittent basis where the employee will be entitled to 2 days unpaid compassionate leave.

52.2.3. In addition to clause 52.2.1, the Director-General may grant an employee other leave with or without pay on the occasion of death of a close relative, household member, or close friend.

52.3. Circumstances for other leave

52.3.1. Annex C outlines some of the circumstances in which a manager may grant other leave.

52.3.2. Other leave may be granted:

- (a) for the period requested or for another period;
- (b) with or without pay; and
- (c) subject to conditions.

52.3.3. Where other leave is refused, the manager will advise the employee in writing of the reason for the decision.

52.3.4. Other leave without pay does not count as service for any purpose.

53. Public holidays

53.1. 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;
- Anzac Day (or where another day is substituted);
- 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.

53.2. 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.

53.3. Where the manager and an employee agree, another day may be substituted for any holiday prescribed under clause 53.1.

53.4. Where a public holiday occurs in a period of annual or personal leave, the public holiday will not be deducted from the employee's annual or personal leave balance.

54. Christmas closedown

54.1. 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.

- 54.2. 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. Where an employee is absent on leave, payment for the Christmas closedown provision 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). There will be no deduction from annual or personal leave credits for the closedown days.
- 54.3. The Director-General may determine the need for a duty roster over the Christmas closedown period. Those employees on the duty roster will be paid Restriction Allowance. Should a Band 1 employee on restriction be required to attend to work (from home or at the office) they will receive overtime, Band 2 and Band 3 employees will accrue TOIL at ordinary time.
- 54.4. The Director-General may direct staff to attend work over Christmas closedown due to operational requirement. 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, Band 1 employees will be paid overtime or accrue TOIL at overtime rates, Band 2 and Band 3 employees will accrue TOIL at ordinary time.

55. Relocation of staff

- 55.1. Employees who relocate from outside Canberra but within Australia to take up engagement with ONA will be reimbursed for reasonable transport and removal costs to Canberra, and reasonable temporary accommodation costs (as determined by the Director-General). At the expiration of their period of employment, non-ongoing employees will be entitled to relocation costs to the place of recruitment within Australia.
- 55.2. ONA will make a contribution towards relocation costs for employees recruited from overseas at a rate determined by the Director-General.

56. Individual flexibility arrangements

- 56.1. ONA and employees 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; and/or
 - (vi) leave;
 - (b) the arrangement meets the genuine needs of ONA and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by ONA and the employee.
- 56.2. ONA must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under Section 172 of the FW Act; and
 - (b) are not unlawful terms under Section 194 of the FW Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 56.3. ONA must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) 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
 - (e) states the day on which the arrangement commences and ceases.
- 56.4. ONA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 56.5. ONA 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 ONA and the employee agree in writing – at any time.

57. Performance Development Framework

- 57.1. ONA's Performance Development Framework (PDF) is designed to foster a high-performance culture and emphasise the relationship between corporate and individual responsibilities and performance as detailed in ONA performance management guidelines and policies, including:
- (a) setting out individual responsibilities and the standard of performance expected from employees, particularly through performance agreements developed between employees and their supervisors/managers;
 - (b) providing regular and constructive feedback on performance;
 - (c) making decisions on annual salary advancement based on performance;
 - (d) establishing a link to the managing under-performance procedures;
 - (e) providing for upward appraisal of all supervisors and managers; and
 - (f) operating on a 12 month financial year cycle with a mid-cycle and end-cycle review and end of cycle performance rating.
- 57.2. Performance agreements
- 57.2.1. All employees must develop performance agreements with their supervisors within one month of engagement in ONA and within one month of the beginning of the annual appraisal cycle.
- 57.3. Salary advancement
- 57.3.1. Salary advancement within the ONA Bands is based on performance – refer to HRMI Performance Development Framework for details.

57.3.2. Employees must achieve at least an effective or equivalent performance rating to receive a salary advancement. Salary variations will be paid from 1 July.

57.4. A new employee, or current employee who is promoted within ONA, will not receive salary advancement until they have been in their position (or at the same level within ONA) for 12 months. After this the employee will fall into the normal cycle of annual performance and salary review.

57.5. Differences between supervisors and employees over individual performance evaluation should be resolved by discussion between them. However, the employee may have a right to a review of such decisions under s33 of the *Public Service Act 1999*.

58. Managing under-performance

58.1. Should under-performance issues arise they will be addressed in accordance with ONA's policies for managing under-performance.

59. Advancement

59.1. Advancement within Band 1C, Band 1B, Band 1A, Band 2 and Band 3 will be on the basis of performance review under section 57 and requiring at least an effective or equivalent performance rating.

59.2. Advancement from a lower work level to a pay point at the Band 1B, or Band 1A work levels (e.g. advancement from Band 1C to Band 1B) may only occur under the following conditions:

- (a) through a merit selection process if a position is advertised externally; or
- (b) on the basis of skills assessment, performance appraisal outcomes requiring at least a highly effective rating and a work availability test.

Note: If there are more possible internal candidates for advancement than there are positions, a merit selection will be conducted among the internal candidates.

59.3. Advancement to Band 2 and Band 3 from lower bands may only occur through a merit selection process where a position is advertised externally.

60. Learning and development

60.1. ONA is committed to expanding the range of professional-development options through the delivery, of career development and training opportunities. Where approved formal study is undertaken, ONA's study assistance policy will apply. Overseas travel for professional development of employees and refresher training for OSC linguists will also be available on approval by the Director-General.

60.2. All employees and their supervisors/managers must discuss and record training development requirements and opportunities in accordance with the PDF and associated policies and guidelines.

61. Managing misconduct

61.1. Misconduct in ONA (including breaches of the APS Code of Conduct) will be dealt with under the provisions of the *Public Service Act 1999* and ONA's policies and guidelines.

62. Participative work practices

- 62.1. ONA is committed to communicating and consulting with employees on matters covered by this Agreement and, where they choose, their representatives, genuinely seeking their contribution to the decision-making process and providing feedback on their contribution.
- 62.2. Consultation, for the purpose of this section, includes the sharing of information and the provision of genuine opportunities for employees and their representatives to put forward their views to the appropriate decision maker and for those views to be properly considered and a response given before a decision is made.
- 62.3. The parties to the Agreement will establish a Workplace Arrangements Committee comprising employer and employee representatives (including both union and non-union employees) to monitor and evaluate implementation of this Agreement. The Committee may, at any time, make recommendations to the Director-General regarding workplace issues not explicitly dealt with in this Agreement; any final decision on these matters will be at the discretion of the Director-General.

63. Consultation for significant matters

- 63.1. This clause applies where a decision is made to introduce major changes in a work area that are likely to have **significant effects** on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- 63.2. Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, ONA must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 63.3. **Significant effects** include:
 - (a) termination of employment;
 - (b) major changes in the composition, operation or size of the Agency's workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) significant alteration in hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the major restructuring of jobs.
- 63.4. ONA must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 63.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 63.5. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 63.2.
- 63.6. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. ONA is not required to disclose confidential or commercially sensitive information to the employees.

64. Welfare, health and working environment

- 64.1. ONA will provide annually, at no expense to employees, access on a voluntary basis to a flu injection, a health assessment and a range of other health and welfare initiatives identified by management.

65. Employee Assistance Program

- 65.1. ONA will provide access to an Employee Assistance Program (EAP) at no cost to employees. EAP is a confidential, professional counselling service available to employees and their families to help them resolve both personal and work-related problems.

66. Review of employment actions

- 66.1. An employee may seek review of actions under s33 of the *Public Service Act 1999*.

67. Dispute settlement and resolving workplace issues

- 67.1. If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
- 67.2. If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 67.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 67.3. If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 67.1 and 67.2, a party to the dispute may refer the matter to Fair Work Australia.
- 67.4. Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia 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 Fair Work Australia 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 Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

- 67.5. ONA or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 67.6. Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
- 67.7. While the parties are trying to resolve the dispute using the procedures in this term:

- (c) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (d) an employee must comply with a direction given by ONA to perform other available work at the same workplace, or at another workplace, unless:
 - (iii) the work is not safe; or
 - (iv) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (v) the work is not appropriate for the employee to perform; or
 - (vi) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

68. Termination of employment – review mechanism

68.1. 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.

68.2. Termination of, or a decision to terminate employment, cannot be reviewed under the review of employment actions or dispute settlement procedures in sections 66 and 67 of this Agreement.

68.3. 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 for determining whether an employee has breached the Code of Conduct under s15 of the *Public Service Act 1999*.

RATES OF PAY

ONA Bands	APS Structure	Increments	Salary rates on commencement of Agreement*	2012 salary rates	2013 salary rates
ONA BAND 1C	APS LEVEL 1	1	42,197.30	43,463.22	44,767.11
		2	43,575.41	44,882.67	46,229.15
		3	44,724.36	46,066.09	47,448.07
		4	46,518.34	47,913.89	49,351.31
	APS LEVEL 2	1	47,604.70	49,032.85	50,503.83
		2	48,882.03	50,348.49	51,858.94
		3	50,137.07	51,641.19	53,190.42
		4	51,408.03	52,950.27	54,538.78
		5	52,668.08	54,242.97	55,870.26
		6	53,578.16	55,185.51	56,814.07
ONA BAND 1B	APS LEVEL 3	1	54,057.10	55,678.81	57,349.18
		2	55,432.03	57,094.99	58,807.84
		3	56,810.13	58,514.44	60,267.87
		4	58,250.84	59,998.36	61,798.31
	APS LEVEL 4	1	60,115.90	61,919.38	63,776.93
		2	61,990.51	63,850.22	65,765.73
		3	63,572.31	65,479.48	67,443.86
		4	65,172.15	67,127.31	69,141.13
		5	66,304.59	68,293.73	70,342.54
		ONA BAND 1A	APS LEVEL 5	1	66,916.27
2	68,977.60			71,046.92	73,178.33
3	70,886.16			73,012.74	75,203.12
4	72,868.98			75,055.05	77,306.70
APS LEVEL 6	1		74,652.35	76,891.92	79,198.68
	2		76,663.82	78,963.73	81,332.64
	3		80,459.72	82,873.51	85,359.71
	4		83,529.96	86,035.86	88,616.94
	5		84,981.39	87,530.83	90,156.76
	ONA BAND 2		EXECUTIVE LEVEL 1	1	92,178.42
2		95,863.98		98,739.90	101,702.10
3		99,546.37		102,532.76	105,608.74
4		102,446.87		105,520.28	108,685.88
5		104,227.01		107,353.82	110,574.43
ONA BAND 3	EXECUTIVE LEVEL 2	1	106,257.62	109,445.35	112,728.71
		2	110,503.34	113,818.44	117,233.00
		3	114,926.24	118,374.09	121,925.24
		4	120,497.02	124,111.93	127,835.29
		5	124,536.93	128,273.04	132,121.23
		6	126,700.91	130,501.94	134,416.99

* Note salary rates may be adjusted up in the first year to ensure a 3% AAWI increase based on NED to NED calculations.

A change in work value level and/or a work availability test is required for progression from ONA Band 1C to Band 1B and from ONA Band 1B to Band 1A – refer to clause 59.2.

In addition to the salaries above, employees will also be entitled to payment of the ONA Community Allowance as per clause 6.2.

CLASSIFICATION STRUCTURE

AUTHORISED APS STRUCTURE	ONA WORK VALUE LEVELS	ONA BAND
EXECUTIVE LEVEL 2		ONA BAND 3
EXECUTIVE LEVEL 1	↑ Promotion or engagement based on merit selection.	ONA BAND 2
APS LEVEL 6	↑ Promotion or engagement based on merit selection.	ONA BAND 1A
APS LEVEL 5	Progression <u>within</u> Band 1A linked to performance review as per section 57.	
APS LEVEL 4	↑ Skills and performance assessment + work availability test or merit selection as per clause 59.2.	ONA BAND 1B
APS LEVEL 3	Progression <u>within</u> Band 1B linked to performance review as per section 57.	
APS LEVEL 2	↑ Skills and performance assessment + work availability test or merit selection as per clause 59.2.	ONA BAND 1C
APS LEVEL 1	Progression <u>within</u> Band 1C linked to performance review as per section 57.	

LEAVE- ADDITIONAL PROVISIONS

C.1. ANNUAL LEAVE

Payment in lieu on retirement, resignation, termination of employment or death

- C.1.1. Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's salary during a period of annual leave.
- C.1.2. Where an employee dies, or is presumed to have died on a particular date, a payment may be authorised to the dependants or partner or other legal personal representative of the former employee, of the amount that would have been paid if the employee had otherwise ceased employment by retirement or resignation.
- C.1.3. On the death of an employee, any monies owing to the Commonwealth as a result of purchased or anticipated annual leave may be waived.

Expenses on cancellation of leave/recall to duty from leave

- C.1.2. Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from leave, where requested the employee will be reimbursed 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.
- C.1.3. Reasonable costs which could be reimbursed include:
- domestic economy airfares;
 - that part of accommodation costs and any other non-refundable costs unable to be used by the employee;
 - deposits on accommodation or travel, or advance fares which are not refundable either by the booking agency or through prior insurance cover;
 - fares or Motor Vehicle Allowance where the cost would not have otherwise been incurred, for example, where employees have commenced leave and are required to return to duty and then return to the leave locality;
 - for family members, only those additional costs directly resulting from the recall to duty, for example, where the family is unable to return with the employee and has to use another form of transport; and
 - other unavoidable costs arising from the recall to duty, for example telephone costs, or where a break in the return journey is unavoidable, accommodation costs. Such costs will not be refunded where they were an expected or ordinary part of the return journey.

C.2. PERSONAL LEAVE

- C.2.1 The Director-General may, in exceptional circumstances, grant employees additional personal leave on half-pay where paid personal leave has been exhausted.
- C.2.2 Personal leave will not be debited where an employee is medically unfit on a public holiday which the employee would otherwise have observed.
- C.2.3 Where an employee is ill or injured while on annual leave and applies for personal leave with medical evidence, the annual leave may be re-credited to the extent of the personal leave granted.
- C.2.4 An employee is unable to access paid personal leave while on paid maternity leave.
- C.2.5 An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal leave has been exhausted.

Employees receiving workers' compensation

- C.2.6. An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.

Returned Service Personnel

- C.2.7. Employees with certain Defence Force Services prescribed by the *Veteran's Entitlement Act 1986* are eligible for additional personal leave.
- C.2.8. Eligible employees may accrue two separate credits - a special credit of 9 weeks on commencement in the APS and an annual credit of 3 weeks for each year of APS service. Unused credits will accumulate to a maximum of 9 weeks.

Recognition of prior service

- C.2.9. Where an employee is employed after having been deemed to have resigned following marriage under the former s49 of the *Public Service Act 1922*, or is reappointed following invalidity retirement from the APS, the employee will be credited with any personal leave credits held at the time of ceasing the earlier period of employment.

C.3. DEFENCE RESERVE LEAVE

- C.3.1. The Director-General may grant an employee Defence Reserve Leave, with or without pay, to enable the employee to fulfil Reserve, full-time Australian Defence Force (ADF) or like obligations:
 - (a) *ADF Reserve training purposes.* An employee who is a member of the ADF Reserve may be granted paid leave of up to 4 weeks each financial year to undertake Defence Force training. During the employee's first year of Reserve service, a further 2 weeks of paid leave may be granted to facilitate participation in common induction training.
 - (b) *Cadet purposes.* An employee who is an officer or instructor of cadets in a cadet force may be granted paid leave of up to 3 weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'cadet force' means the Australian Navy Cadet, Australian Army Cadets or the Australian Air Force Cadets.
 - (c) *Other purposes.* Leave may be granted for any other ADF requirement.
 - (d) *Service.* Paid leave counts as service for all purposes. Unpaid leave counts as service for all purposes except annual leave.

- (e) *Access to other kinds of leave.* 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.

C.3.2 Leave entitlements can be accumulated and taken over a period of 2 years.

C.4. COMMUNITY SERVICE LEAVE

C.4.1 Division 8 of the FW Act provides details pertaining to Community Service Leave.

Meaning of *eligible community service activity*

C.4.2 Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or Territory; or
- (b) a voluntary emergency management activity (see subsection (2)); or
- (c) an activity prescribed in regulations made for the purpose of subsection (4).

Voluntary emergency management activities

C.4.3 An employee engages in a voluntary emergency management activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

Recognised emergency management bodies

C.4.4. Division 8, Section 109, sub-section 3 of the FW Act provides the definition of a recognised emergency management body.

Notice and evidence requirements

C.4.5. An employee who wants an absence from ONA to be covered by section C.4 must give notice of the absence. The notice:

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

C.4.6. A manager/supervisor of an employee who takes (or plans to take) Community Service Leave may request the employee to provide evidence of their activities. On such a request the employee must provide evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

C.5. OTHER LEAVE

C.5.1. Other leave may be granted by the Director-General having regard to operational needs of ONA and the workplace, in a range of circumstances including the following:

(a) With Pay:

- Emergency/special purposes
- Bereavement
- NAIDOC
- Defence training and enlistment
- Disasters
- Returned Service Personnel - pension and medical purposes
- Any other purpose deemed appropriate by the Director-General.

(b) Without Pay:

- Defence service
- Engagement in work or employment in the interests of defence or public safety
- Engagement in private sector employment associated with compensation leave
- Parental and adoption leave
- Caring responsibilities
- Ceremonial
- Employment in the interests of the APS
- Days of cultural or religious significance for employees
- Accompanying a spouse on a posting
- Campaign purposes
- Any other purpose deemed appropriate by the Director-General.

REDEPLOYMENT, TERMINATION AND REDUNDANCY

- D.1. These provisions apply only to ongoing employees who are not on probation.
- D.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.

D.3. CONSULTATION PROCESS

- D.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.
- D.3.2. 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.
- D.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.
- D.3.4. Where an employee nominates a representative, the Director-General, or relevant manager will consult with the employee's representative.
- D.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.
- D.3.6. The Director-General will identify the employees who are excess to ONA's requirements:
 - (a) after the discussions in clause D.3.2 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 D3.1, and may immediately advise those employees in writing that they are excess.
- D.3.7. Where 15 or more employees are likely to become excess, the Director-General will advise the employees of their likely status not less than 1 month before an invitation to express interest in voluntary retrenchment is made, or the employees are advised that they are excess. 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 D.3.2.

- D.3.8. Where the Director-General declares 15 or more employees excess, the provisions of Part 3-6 of the FW Act will apply.

D.4. VOLUNTARY RETRENCHMENT

- D.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.
- D.4.2. Within a 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 paid up 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.
- D.4.3. The 4 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 D.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 provided for in clause D.8.8.

D.5. PERIOD OF NOTICE

- D.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*.
- D.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.

D.6. SEVERANCE BENEFIT

- D.6.1. An employee who elects for voluntary retrenchment under clause D.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 2 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.
- D.6.2. The minimum sum payable will be 4 weeks salary and the maximum will be 48 weeks salary, subject to the minimum requirements of Division 11 of Part 2-2 of the FW Act.
- D.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.
- D.6.4. Subject to clauses D.6.5 and D.6.6, service for severance pay purposes means:
- (a) service in ONA;
 - (b) Government service as defined in s10 of the LSL Act;
 - (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;
- (e) continuous APS service immediately preceding deemed resignation, if the service has not previously been recognised for severance pay purposes or where:
 - (i) 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
 - (ii) 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
- (f) 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.

D.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.

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

D.7. RATE OF PAYMENT – SEVERANCE BENEFIT

D.7.1. For the purpose of calculating any payment under clause D.6.1, 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, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

D.8. RETENTION PERIODS

D.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:

- (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 s119 of the FW Act, the retention period will be 20 weeks.

D.8.2. The retention period will commence 8 weeks after the day on which the Director-General invites the employee to elect for voluntary retrenchment.

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

- (a) will continue to take reasonable steps to find alternative employment for the excess employee;
- (b) may, with 4 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.

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

D.8.5. The retention periods specified in clause D.8.1 and the notice period specified in clause D.8.8 will be extended by any periods of personal leave supported by medical evidence which is taken during these periods.

D.8.6. Where the Director-General is satisfied that there is insufficient productive work available for the employee during the remainder of the their retention period and that there is no reasonable redeployment prospects in the APS, the Director-General may, with the agreement of the employee, terminate the employee's employment under s29 of the PS Act.

D.8.7. 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 D.8.1.) 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 D.8.1. above (i.e. the NES component).

D.8.7. 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 D.8.1 or has elected to be voluntarily retrenched and the Director-General refuses to approve it.

D.8.8. 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.

SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

E.1. WORKERS ELIGIBLE FOR A SUPPORTED WAGE

E.1.1. These provisions define the conditions which will apply to employees who, because 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:

Supported Wage System 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”.

Accredited assessor 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.

Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

Assessment instrument 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

E.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.

E.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.

E.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* (DS Act) 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.

E.2. SUPPORTED SALARY RATES

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

E.2.2. The minimum amount payable to the employee during shall be no less than that determined by FWA as varied from time to time.

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

E.3. ASSESSMENT OF CAPACITY

E.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

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

- (a) ONA; and
- (b) the employee; or
- (c) the employee and the employee's representative;
- (d) if the employee so chooses, the employee's representative.

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

E.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.

E.4. OTHER EMPLOYMENT CONDITIONS

E.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

- E.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

- E.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.
- E.4.4. The minimum amount payable to the employee during the trial period shall be no less than that determined by the Fair Pay Commission or FWA as varied from time to time.
- E.4.5. 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 E.3.1.

CADETS, TRAINEES AND GRADUATES

- F.1. Trainees will undertake a course of training as determined by the Director-General, and at the successful completion will be advanced to a classification in accordance with the *Public Service Classification Rules 2000* and this Agreement.
- F.2. **Cadet APS:** Employees engaged or reassigned as Cadets APS will:
- (a) be entitled to reimbursement for all compulsory fees incurred in the course of their studies;
 - (b) be paid the same salary as APS 1s for periods of practical training, and 57% of the salary of APS1s for periods of full-time study;
 - (c) be entitled to reimbursement of the reasonable costs of books and equipment incurred in the course of their studies;
 - (d) upon successful completion of their training, be advanced to the ONA Band 1B (APS level 3-4) level.
- F.3. **Trainees APS (Administrative):** Employees engaged or reassigned as Trainee APS (Administrative) will be paid at the ONA Band 1A (APS1-2) level.
- F.3.1. The Director-General may approve payment of additional allowances in recognition of skills and qualifications attained by employees undertaking traineeships.
- F.5. **Graduate APS:** Employees engaged or reassigned as Graduate APS will be paid at the ONA Band 1B (APS3-4) level.

RESPONSIBILITIES AND OBLIGATIONS IN RELATION TO DELEGATES RIGHTS WITHIN THE WORKPLACE FRAMEWORK

G.1 Purpose

- G.1.1 The Australian Government Employment Bargaining Framework requires agencies to develop in consultation with unions, a framework which outlines responsibilities and obligations in relation to delegates' rights within the workplace.

G.2 Framework

- G.2.1 The FW Act enshrines the right of employees to be represented and provides that every employee is free to decide whether or not to join and be represented by a union in the workplace, including in bargaining.
- G.2.2 It is unlawful for anyone to try to stop an employee exercising this choice by threats, pressure, discrimination or victimisation.
- G.2.3 The role of union workplace delegates is to be respected and facilitated.
- G.2.4 ONA and workplace delegates must deal with each other in good faith.
- G.2.5 The rights of union workplace delegates and recognised representatives include but are not limited to:
- The right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - Recognition by ONA that endorsed workplace delegates speak on behalf of their members in the workplace;
 - The right to participate in collective bargaining on behalf of those who they represent, as per the Fair Work Act;
 - The right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - Reasonable paid time off to represent union members in the ONA at relevant forums;
 - Reasonable access to ONA facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to ONA policies and protocols;
 - Reasonable paid time during normal working hours to consult with colleagues in the workplace;
 - Reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - The right to consultation, and access to relevant information about the workplace and ONA; and

- The right to reasonable paid time to represent the interests of members to ONA and industrial tribunals.

G.2.6 ONA will seek to facilitate official union communication with employees by means that may include:

- The use of email as a means of communication with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
- Group or individual meetings between employees and their representatives.

G.2.7 In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the ONA and the provision of services by the Commonwealth.

G.3 Framework review

G.3.1 This framework will be reviewed in consultation with unions, and revised as necessary, to keep it up to date with new legislation and organisational changes.

G.4 Further information

G.4.1 Further information is available from the following sources:

- Australian Government Employment Bargaining Framework September 2009
- www.fwa.gov.au
- www.deewr.gov.au

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