



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Office of the National Rail Safety Regulator
(AG2018/1354)

ONRSR ENTERPRISE AGREEMENT 2018 - 2020

State and Territory government administration

COMMISSIONER JOHNS

SYDNEY, 14 JUNE 2018

Application for approval of the ONRSR Enterprise Agreement 2018 - 2020.

[1] An application has been made for approval of an enterprise agreement known as the *ONRSR Enterprise Agreement 2018 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Office of the National Rail Safety Regulator. The Agreement is a single enterprise agreement.

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

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 June 2018. The nominal expiry date of the Agreement is 1 December 2020.



COMMISSIONER

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Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



Office of the National Rail Safety Regulator (ONRSR)

Enterprise Agreement 2018-2020



safe railways for Australia

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Action includes a refusal or failure to act or omission.

Agreement means ONRSR Enterprise Agreement – 2018-2020.

Anniversary date means the date in each calendar year that corresponds with the date on which an employee commenced employment with ONRSR.

ATO means Australian Taxation Office.

Bandwidth means the span of working hours.

Community service leave means a period of leave to which an employee is entitled to engage in an eligible community service activity including reasonable travelling time associated with the activity and for reasonable rest time immediately following the activity.

Consultation means the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

Eligible means to satisfy the appropriate conditions.

Eligible sport means those sports which are listed on the program for the next Olympic, Paralympic or Commonwealth Games.

Elite athlete is an athlete who has been selected for participation in an eligible sport.

Employee means an employee of ONRSR covered by this Agreement (includes permanent, temporary or casual, whether full-time or part time) but does not include an Executive employee.

Employee representative means someone who represents an employee or group of employees.

Executive employee means an employee in any of the following positions:

- a) the Chief Executive/Regulator or National Rail Safety Regulator appointed under the Rail Safety National Law;
- b) a Non-Executive Member of ONRSR appointed under the Rail Safety National Law;
- c) an Executive Director.

Fair Work Act means the Fair Work Act 2009 (Cth).

Immediate family or household of an employee means:

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

National Employment Standards means the National Employment Standards as set out in Part 2-2 of the Fair Work Act.

ONRSR means the Office of the National Rail Safety Regulator established under section 16 of the Rail Safety National Law which is the employer for this Agreement.

Permissible occasion means when a member of the employee's immediate family, or a member of the employee's household:

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

Primary carer means an employee who has primary responsibility for child, children or dependant and is required to provide primary care for those dependants.

Rail Safety National Law means the Rail Safety National Law set out in the Schedule to the Rail Safety National Law (South Australia) Act 2012 or the Rail Safety National Law (WA) Act 2015.

Relevant employees means any employees who may be affected by the proposed change.

Relevant manager means the person to whom ONRSR has delegated a relevant function or power.

Reasonable means as much as is appropriate or fair.

Senior Manager means a manager whose role has specific responsibility and accountability for an ONRSR function or a series of ONRSR functions and that responsibility would warrant classification above the Level 7 for non-regulatory employees and MRSO for regulatory employees.

Serious misconduct means conduct which may include but is not limited to:

- a) willful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.
- c) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault;
- d) the employee being intoxicated at work;
- e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- f) conviction by a court for an offence.

Service agreement means an agreement with a state or territory that makes provision for:

- a) the state or territory to provide services to ONRSR that assist ONRSR in exercising its functions; or
- b) ONRSR to provide services to the state or territory.

Voluntary emergency management activity means a voluntary activity that an employee engages in which involves responding to or dealing with an emergency or natural disaster. The employee is a member of, or has a member like association with, a recognised emergency management body, such as fire-fighting, civil defence or rescue body or any other body, a substantial purpose of which, involves securing the safety of persons and animals and protecting property.

This section contains some of the technical requirements prescribed by the Fair Work Act and detail to provide clarity around how the Agreement will operate.

1.1 Title and operation of the agreement

- 1.1.1. This Agreement is made under section 172 of the Fair Work Act and will be known as ONRSR Enterprise Agreement 2018-2020 (Agreement). It will commence operation 7 days after approval by the Fair Work Commission and will nominally expire on 1 December 2020.
- 1.1.2. The parties covered by this Agreement undertake to commence negotiations for a new Enterprise Agreement no later than 3 months prior to the nominal expiry date of this Agreement.
- 1.1.3. A list of definitions is included at the start of this Agreement.

1.2 Purpose

The purpose of this Agreement is to set out terms and conditions of employment for the employees covered by the Agreement.

1.3 Coverage

- 1.3.1. In accordance with section 53 of the Fair Work Act, this Agreement covers the following parties:
 - (a) the Office of the National Rail Safety Regulator (ONRSR);
 - (b) all employees of ONRSR, other than Executive employees;
 - (c) the Community and Public Sector Union (CPSU).
- 1.3.2. For the avoidance of doubt, a person who performs work for ONRSR under a service agreement with a state, or under a secondment arrangement, is not an employee of ONRSR and is therefore not covered by this Agreement.

1.4 Unintended consequences

- 1.4.1. The parties to this Agreement recognise that this Agreement may result in unintended consequences. The parties to this Agreement agree to consult and work cooperatively to resolve these consequences whenever they arise.
- 1.4.2. Where a matter which has been the subject of discussions pursuant to clause 1.4.1 is not agreed at the workplace level, ONRSR or any affected employee may refer the matter for dispute resolution in accordance with the procedure in clause 6.7.

1.5 Access to the agreement

All employees, including all new employees upon engagement with ONRSR, will have access to this Agreement on ONRSR intranet.

1.6 Flexibility term

- 1.6.1. ONRSR 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 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates; and/or
 - (iii) allowances;

- (b) the arrangement meets the genuine needs of ONRSR and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is agreed to by ONRSR and employee.
- 1.6.2. When ONRSR intends to reach any individual flexibility arrangement under this Agreement, ONRSR must inform in writing any union(s) covered by this Agreement of ONRSR's intent to enter such an arrangement, at least 7 days prior to entering that arrangement. When informing the union(s) under this sub-clause, ONRSR must:
- (a) include details of the term(s) of the Agreement, and which classification of employees are proposed to be subject to such an arrangement; and
 - (b) not disclose the name of any employee who ONRSR proposes to be subject to the individual flexibility arrangement, without the consent of that employee.
- 1.6.3. ONRSR must ensure that the individual flexibility arrangement:
- (a) is about permitted matters under section 172 of the Fair Work Act;
 - (b) does not contain a term that is an unlawful term under section 194 of the Fair Work Act;
 - (c) results in the employee being better off overall than the employee would be if no arrangement were made;
 - (d) is in writing;
 - (e) includes the name of ONRSR and employee;
 - (f) is signed by ONRSR the employee and (if the employee is under 18 years of age) a parent or guardian of the employee; and
 - (g) includes details of:
 - (i) the terms of the enterprise Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of those terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) the day on which the arrangement commences.
- 1.6.4. ONRSR must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.6.5. ONRSR or employee may terminate the individual flexibility arrangement:
- (a) by giving no less than 28 days written notice to the other party to the arrangement; or
 - (b) if ONRSR and employee agree in writing - at any time.

This section contains information about the contract of employment, types of employment, conversion of employment and the first 6 months of employment.

2.1 Contract of employment

- 2.1.1. Employees will be engaged full time or part time by ONRSR on 1 of the following basis:
 - (a) Permanent;
 - (b) Temporary; or
 - (c) Casual.
- 2.1.2. ONRSR will, at the time of engagement, provide each employee with the terms and conditions of their employment in writing.

2.2 Permanent employment

Permanent employment refers to an employee who has ongoing employment with ONRSR.

2.3 Temporary employment

- 2.3.1. Temporary employment refers to employment for a fixed term that either expires after a set duration or through the completion of a particular task or project.
- 2.3.2. A temporary employee will not ordinarily be engaged for a period of longer than 2 years.
- 2.3.3. Where ONRSR makes the decision to offer further temporary employment following the expiry of a period of temporary employment, the further employment will be offered to the position holder, provided that they were employed through a competitive selection process and their performance in the position has been satisfactory.
- 2.3.4. Where ONRSR makes the decision not to extend a temporary position beyond its expiry date, the position holder will be advised in writing no later than 4 weeks before the expiry date.

2.4 Casual employment

- 2.4.1. Casual employment refers to an employee engaged to undertake short-term intermittent or unpredictable work.
- 2.4.2. Employees engaged on a casual basis by ONRSR will be paid a loading of 25% which will be compensation for the nature of the work and in lieu of all entitlements to paid leave (other than long service leave), public holidays, notice of termination and redundancy benefits in this Agreement.

2.5 Part time employment

- 2.5.1. Part time employment refers to an employee engaged on less than the normal weekly ordinary hours.
- 2.5.2. At the time of engagement, ONRSR and the employee will agree in writing on the arrangements for part time work. They will agree on the regular pattern of work, specifying the number of hours to be worked each day, which days of the week the employee will work, and the start and finish times.
- 2.5.3. All salary and entitlements are paid on a pro-rata basis calculated by reference to the percentage of time worked.

- 2.5.4. Where a permanent or temporary employee has been engaged on a part time basis, ONRSR will not seek to alter the number of hours of work without the agreement of the employee.
- 2.5.5. Any variation to the regular pattern of work of a part time employee agreed between ONRSR and the employee will be recorded in writing.
- 2.5.6. ONRSR may approve a written request from a full time employee for a part time arrangement. Such a request may be made at any stage and will not be unreasonably refused. Where an employee's request for part time arrangements is refused on reasonable business grounds, ONRSR will provide the employee with written reasons for the decision, within 21 days of the decision.

2.6 Conversion of employment

- 2.6.1. Where a casual employee has been engaged on a regular and systematic basis for 6 months, they may apply in writing for conversion to temporary or permanent employment, depending on the business needs of ONRSR.
- 2.6.2. ONRSR will advise the employee of their right to apply for conversion, but the application remains at the prerogative of the employee. ONRSR will not refuse any reasonable request for conversion from casual to temporary or permanent employment by an employee, except on reasonable business grounds.

2.7 Probation and confirmation

- 2.7.1. Employees covered by this Agreement will undertake a probationary period of six months immediately following commencement of employment unless otherwise specified in writing to the employee at commencement of employment.
- 2.7.2. In the event of unsatisfactory performance and where the employee has received performance reviews the probation period may be extended by a further 6 months.
- 2.7.3. At the end of the period of probation the employee's employment will be either confirmed or annulled.
- 2.7.4. An employee may be terminated by ONRSR at any time during their probationary period with at least 1 weeks' notice, or pay in lieu of notice, unless the employee's employment is terminated for serious misconduct, in which case, they may be terminated without notice.
- 2.7.5. An employee who wants to terminate their employment with ONRSR during their probation period is required to provide ONRSR with at least 2 weeks' notice.

This section contains information about standard working hours, managing working hours and varying work hours.

3.1 Hours of work

- 3.1.1. The hours of work for full time employees are 150 hours over a 4-week period (37.5 hours per week / 7.5 hours per day). This 4 week period is known as the settlement period.
- 3.1.2. The standard working day is 7 hours and 30 minutes and will be the basis for the calculation of leave entitlements and hourly rates of pay.
- 3.1.3. The bandwidth is between the hours of 7.00am and 7.00pm, Monday to Friday.
- 3.1.4. Employees should not work more than 10 hours per day unless specifically directed to do so.
- 3.1.5. An employee will not be required to, and must not, work for more than 5 consecutive hours without a break of at least 30 minutes.

3.2 Workload

- 3.2.1. ONRSR recognises that the allocation of work must include consideration of the employee's hours of work and health, safety and welfare. Work will be allocated so that it does not routinely require work to be undertaken beyond an employee's ordinary hours of work.
- 3.2.2. When an employee is required by ONRSR to work overtime the employee must be compensated in accordance with the appropriate overtime rate or time off in lieu.
- 3.2.3. Managers and employees have a mutual responsibility for managing working hours and patterns, including leave planning, flexitime arrangements, and minimising excessive hours where possible. The provisions are designed to be sufficiently flexible for employees to meet business requirements and balance their personal needs.
- 3.2.4. Where an employee or group of employees believe that there is an allocation of work leading to employees being overloaded with work, the employee or group of employees concerned can seek to have the work allocation reviewed by ONRSR. Where there is a sustained need for additional hours to be worked, ONRSR will review its resourcing to ensure employees' concerns and the work requirements are being met.

3.3 Flexitime

- 3.3.1. The flexitime scheme will enable employees to vary working hours, patterns and arrangements to provide flexibility to benefit employees, clients and ONRSR.
- 3.3.2. The flexitime scheme is available to all employees except Senior Managers.
- 3.3.3. An employee may accumulate flexible hours in excess of a normal working week and subsequently take agreed time off from the accrued flexitime credit.
- 3.3.4. With prior approval from the relevant manager, an employee will be granted time off to use the flexitime credit, on the basis that the flexitime accumulation and absence will not impact on the business needs of ONRSR. Approval will not be unreasonably withheld.

- 3.3.5. The flexitime scheme allows employees to accrue flexitime credits or debits within the bandwidth hours up to a maximum of 5 days per 4 week settlement period (flexitime credits) and 2 days per 4 week settlement period (flexitime debits), which may be carried over to the next settlement period.
- 3.3.6. Any flexitime credits above 5 days (surplus credits) or flexitime debits above 2 days (surplus debits) may, under extenuating circumstances and with the approval of an Executive employee, be carried over to the next settlement period. If a surplus credit is not cleared by the end of that settlement period, it will expire. If a surplus debit is not cleared by the end of that settlement period, it will be dealt with in accordance with clause 3.3.7.
- 3.3.7. Flexitime debits are discouraged and should be closely monitored by the employee and the relevant manager. However, where the flexitime debit exceeds the defined maximum in the 4 week settlement period, the employee may either:
- (a) authorise ONRSR in writing to deduct the value of the flexitime debit from their next pay; or
 - (b) be directed by ONRSR to perform work at any reasonable time to make up the hours of the flexitime debit. Such work will not be considered to be overtime work.
- 3.3.8. Where an employee does not comply with the provisions of flexitime, the relevant manager can direct that the employee's hours of work will revert to the standard hours otherwise applicable for their position.
- 3.3.9. All employees entitled to the flexitime scheme must record their working hours through ONRSR time-sheet system and approved by the relevant manager.

3.4 Overtime

- 3.4.1. Employees at the top increment of Level 5 and below and the top increment of RSO2 and below who are required by ONRSR to perform work outside the bandwidth; on weekends or public holidays; or required to work in excess of the standard ordinary hours on any 1 week day (Monday to Friday inclusive) are eligible for overtime or time off in lieu of overtime for the additional work.
- 3.4.2. Where an eligible employee requests and is approved by ONRSR to work outside the bandwidth, this will be considered as ordinary duty and subject to the flexitime arrangements.
- 3.4.3. Only authorised overtime will be paid for and the following rates of overtime will apply:
- (a) Monday – Friday (over and above ordinary hours): Time and a half for the first 3 hours and double time thereafter.
 - (b) Saturday: Time and a half for the first 3 hours and double time thereafter, except all hours worked after 12 noon are double time with minimum payment of 3 hours.
 - (c) Sunday: Double time for all hours worked with minimum payment of 3 hours.
 - (d) Public Holidays: Double time and a half for all hours worked with minimum payment of 3 hours.
- 3.4.4. For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

3.4.5. Rest period after overtime

- (a) Employees are required to take at least a ten hour break between completing overtime and commencing the next period of work. An employee must be released after completion of overtime until they have had ten consecutive hours off.
- (b) If on the instructions of ONRSR, a ten hour break is not possible, the employee will be paid at the rate of double time until they are released from duty to enable a ten hour break.
- (c) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to their place of residence, ONRSR must provide adequate transport free of cost to the employee.

3.4.6. Other than in an emergency, an employee may refuse the overtime work if it imposes personal or family hardship, or if the requirement to perform overtime work is otherwise unreasonable under the National Employment Standards.

3.4.7. Childcare during overtime work

Where an employee is the primary carer and is required by ONRSR to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by ONRSR, the employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the employee must be provided to ONRSR as soon as possible after the working of such overtime.

3.5 Time off in lieu of overtime (TOIL)

3.5.1. Pursuant to clause 3.4, TOIL, rather than overtime, is an alternative form of recompense for additional work required by ONRSR over and above:

- (a) ordinary hours of work; or
- (b) work able to be accommodated within flexitime arrangements.

3.5.2. Where additional duty is worked by employees at Level 5 or RSO2 or below, time off in lieu of overtime is calculated in accordance with the provisions in clause 3.4.3, except where TOIL is accrued in accordance with clause 4.6 Duty officer allowance.

3.5.3. Where additional duty is worked by employees above Level 5 or RSO2, time off in lieu of overtime is calculated at 1 hour off for each hour of overtime worked.

3.5.4. Where an employee who has worked overtime wishes to take TOIL they must communicate that decision as soon as possible and consult with the relevant manager to determine when that time off is to be taken.

3.5.5. Where TOIL has not been taken within twelve weeks of accrual, it may no longer be taken. In the case of employees at Level 5 or RSO2 or below, ONRSR must provide payment for the overtime at the rate specified in clause 3.4.3.

3.6 Excess travelling time

3.6.1. An employee who is temporarily required to undertake duties at a location other than their usual place or places of work will have any period of additional travelling time regarded as time worked.

3.7 Public holidays

3.7.1. Employees are entitled to public holidays in accordance with the National Employment Standards.

This section provides information on remuneration for the benefit of an employee, including allowances and reimbursements.

4.1 Rates of pay

- 4.1.1. All employees, other than Executive employees and Senior Managers will be classified as falling within 1 of the levels described in Schedule A – Classifications and Salary Levels.
- 4.1.2. Any new appointment to a position, including by way of reclassification, will normally be at the first increment of that classification level. However, ONRSR may authorise payment of salary above the first increment of the classification level after considering the employee's experience, qualifications, skills, and any other relevant factor.
- 4.1.3. In February each year, employees, other than those employees in their probationary period, are eligible for an increase to the next increment of their substantive classification level up to and including increment 4 of that classification level, for meeting expectations in relation to their performance and values. To progress between increment 4 and 5 or increment 5 and 6, an employee must demonstrate exceeding expectations in relation to their performance and values.
- 4.1.4. All incremental payments will be effective from the first full pay period on or after 1 March.
- 4.1.5. Increment increases are linked to ONRSR's performance management process and progression is dependent on an employee meeting (increments 1-4) or exceeding (4-6) expectations.
- 4.1.6. An employee may apply in writing for reclassification to a higher level at any time.
- 4.1.7. ONRSR may at its discretion reclassify a position at any time.

4.2 Salary increases

- 4.2.1. The following annual salary increases will be paid under this Agreement on the first full pay period on or after 1 October 2018; 2019; 2020:
 - (a) 2%, or
 - (b) Consumer Price Index, based on the 12 month weighted average for the December quarter (of the eight capital cities) as agreed by Ministerial Council whichever is the greatest.

4.3 Payment of salaries

- 4.3.1. Salaries are paid fortnightly in arrears.

4.4 Superannuation and salary sacrifice

- 4.4.1. An employee is entitled to superannuation in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth). Employer contributions will be made to ONRSR's default fund, or to a compliant fund nominated by the employee, in accordance with the rules of the fund.
- 4.4.2. If the rules of the nominated fund require an employer contribution greater than the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth), any contribution above these provisions will be borne by the employee.
- 4.4.3. Employees have the opportunity to participate in salary sacrifice arrangements.

4.5 Higher duties allowance

- 4.5.1. Where an employee is required by ONRSR to perform the duties, in part or in full, of another employee in a higher classification level under this Agreement for a period of 10 working days or more, that employee will receive a higher duties allowance.
- 4.5.2. The allowance will be paid at a rate no less than the minimum salary increment step prescribed for the classification applying to the employee whose duties they are performing, for the duration of the temporary period they perform the higher duties.
- 4.5.3. Where an employee is required to perform the duties of an Executive or Senior Manager position any higher duties allowance will be negotiated.
- 4.5.4. Where an employee is already being paid at a salary higher than that of the position they are to act in, there will be no higher duties allowance.

4.6 Duty officer allowance

- 4.6.1. If an employee performs the duty officer function, the employee will receive remuneration of an allowance and TOIL.
- 4.6.2. The duty officer remuneration includes:
- (a) \$20 per day; and
 - (b) a minimum of 1 hour TOIL per incident for telephone calls associated with that incident and a limited initial response.
- 4.6.3. A limited initial response is defined as:
- (a) recording the information provided on the nominated form;
 - (b) relaying a text message to nominated parties;
 - (c) determining if drug and alcohol testing is required at the incident site and contacting the nominated contractor to request attendance at the incident site; and
 - (d) contacting the Director Operations if the incident is of a significant nature or assistance is required in determining further action.
- 4.6.4. When an employee performs the function of duty officer, the employee is:
- (a) deemed to be off duty for the purpose of all ONRSR policies; and
 - (b) not obligated to be available to attend an incident site or office.
- 4.6.5. If a site or office attendance is requested, and the employee is available to respond, normal overtime provisions will apply.

4.7 First aid allowance

- 4.7.1. Where an employee, in addition to their normal duties, agrees to be appointed by ONRSR to perform first aid duties:
- (a) the employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification; and
 - (b) the employee will be paid an allowance increased annually in accordance with the Annual Consumer Price Index % change as indicated by the Australian Bureau of Statistics for the June quarter as set out below:

From October 2017	From October 2018 (CPI % change)	From October 2019 (CPI % change)	From October 2020 (CPI % change)
\$952.59	\$	\$	\$

- 4.7.2. ONRSR must reimburse any additional costs incurred by the employee in obtaining and maintaining the first aid qualification.

4.8 Use of private motor vehicle for work purposes

- 4.8.1. If an employee is required to use their own vehicle on ONRSR's business, the employee will be reimbursed for kilometre costs in accordance with the relevant ATO rates for the current financial year.
- 4.8.2. The employee must obtain the prior approval of ONRSR before using their private motor vehicle during the course of their employment.
- 4.8.3. Following use, the employee must submit written particulars of the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

4.9 Travelling expenses

- 4.9.1. Where ONRSR requires an employee in the course of duties to travel and/or be absent overnight all reasonable costs, consistent with ONRSR policy and using the ATO daily rates as a guide, will be paid for by ONRSR.
- 4.9.2. Where an employee is required to work at times and/or in places where the use of public transport is not reasonably available or could reasonably be deemed to place the employee in a position of possible personal risk, ONRSR will provide suitable transport (fleet vehicle or taxi) or authorise the employee to use their own vehicle. This clause includes, where applicable, the employee's travelling between their home and place of work.

This section sets out all of ONRSR leave provisions for employees including:

1. Annual leave
2. Purchased leave
3. Personal leave
4. Long service leave
5. Parental leave
6. Compassionate leave
7. Special leave with pay
8. Community service leave
9. Blood donor's leave
10. Attendance in court as a witness
11. Defence reserve leave
12. Disability resulting from war service
13. Elite athletes
14. Trade union training
15. Study leave
16. Annual Christmas close down

For the purpose of annual leave, personal leave, parental leave, compassionate leave and community service leave, an employee is entitled to this leave in accordance with the National Employment Standards and the relevant leave clause. Where there is a conflict between the National Employment Standards and this Agreement the National Employment Standards and the Fair Work Act will prevail.

5.1 Annual leave

- 5.1.1. An employee, other than a casual employee, is entitled to 4 weeks (20 days /150 hours) paid annual leave for each continuous 12 months of service with ONRSR, unless the employee is permanently based in the Northern Territory, in which case the employee is entitled to 6 weeks (30 days / 225 hours) paid annual leave for each 12 months of service with ONRSR.
- 5.1.2. Annual leave is credited in advance on commencement and thereafter on an annual basis on the employee's anniversary date.
- 5.1.3. If leave is taken in advance of being accrued and the employee's service with ONRSR does not equal the employee's leave entitlements on termination of employment, then any leave taken in excess of the employee's entitlements will be required to be repaid to ONRSR.
- 5.1.4. Annual leave can be taken on an hourly basis.
- 5.1.5. Annual leave counts as service for all purposes.
- 5.1.6. Subject to clause 5.1.7, annual leave will be taken at a time determined by mutual agreement between ONRSR and the employee.

- 5.1.7. Where the employee has accrued an annual leave entitlement of more than 8 weeks (40 days/300 hours), or 12 weeks (60 days/450 hours) in the Northern Territory, and if ONRSR and the employee are unable to reach agreement on the taking of annual leave, ONRSR may direct an employee in writing to take a period of annual leave. This written direction to take annual leave must give the employee 4 weeks' notice to take a period of annual leave. The employee will be deemed to be on annual leave at the end of the 4 weeks' notice period. This clause does not apply to purchased leave.
- 5.1.8. Annual leave excludes public holidays. If a public holiday falls on a day during an employee's period of annual leave which would otherwise have been an ordinary working day for that employee, the employee will be credited with additional annual leave equivalent to the ordinary time the employee would have worked on that day.
- 5.1.9. If an employee becomes sick while on annual leave on a day he or she would otherwise have worked, and the employee as soon as is practicable forwards to ONRSR a certificate of a qualified medical practitioner or other relevant practitioner, then the number of days specified in the certificate will be deducted from any personal leave entitlements the employee has accrued, and (to the extent of that deduction) re-credited to the employee's annual leave entitlement.

5.2 Purchased leave

- 5.2.1. An employee, other than a casual employee, on application and with the agreement of ONRSR, may work on a purchased leave work arrangement. ONRSR may refuse the application if business needs cannot be met during the employee's absence.
- 5.2.2. The purchased leave work arrangement allows an employee to purchase additional leave within a given year, provided that the employee agrees to be paid a reduced hourly rate to compensate ONRSR for the additional leave.
- 5.2.3. A minimum of 1 week and a maximum of 8 weeks of additional leave can be purchased. Purchased leave will accrue during each pay period throughout the relevant year, parallel to the percentage reduction in salary for each pay period throughout that year.
- 5.2.4. Purchased leave must be taken in 1 week blocks.
- 5.2.5. Where ONRSR and the employee agree to a reduction in the number of working weeks, the employee will receive additional leave as follows:

44/52 weeks	Additional 8 weeks' leave	12 weeks in total
45/52 weeks	Additional 7 weeks' leave	11 weeks in total
46/52 weeks	Additional 6 weeks' leave	10 weeks in total
47/52 weeks	Additional 5 weeks' leave	9 weeks in total
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

NB: This is based on an annual leave entitlement of 4 weeks. Employees based in the Northern Territory continue to receive an additional 2 weeks of annual leave in accordance with clause 5.1.1.

- 5.2.6. It is expected that the purchased leave will be used within 12 months from the date on which it was applied.
- 5.2.7. Employees who purchase additional leave enter into the arrangement with ONRSR with the expectation that the additional periods of leave will be planned in advance to allow operational requirements to be managed with the employee's need for additional leave.

5.2.8. If the employee leaves ONRSR before they have used the purchased leave, ONRSR will reimburse the employee for the amount accrued but not yet taken.

5.3 Personal leave

5.3.1. An employee, other than a casual employee, is entitled to 12 days of paid personal leave per year.

5.3.2. An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

5.3.3. When taking personal leave in case of personal illness or injury for a period of more than 3 days, the employee must produce a medical certificate or other evidence of unfitness for duty from a qualified medical or other relevant practitioner, or a statutory declaration, or other documentation that is acceptable to ONRSR, immediately upon return to work.

5.3.4. When taking personal leave to care for a member of their immediate family or household, the employee must provide the name of the person requiring care, their relationship to the employee, the reasons for taking such leave and the estimated length of absence. ONRSR may also require the employee to provide the following documentation:

(a) where the member of the employee's immediate family or household is ill – a medical certificate or statutory declaration outlining the care requirements of the person concerned.

(b) where the member of the employee's immediate family or household requires care due to an unexpected emergency – documentation acceptable to ONRSR stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

5.3.5. Documentation provided by an employee in accordance with clause 5.3.4 must also set out the grounds upon which the employee is responsible for the care of the person concerned.

5.3.6. The employee must, wherever practicable, give ONRSR notice prior to the intention to take personal leave. If it is not practicable for the employee to give prior notice of the absence, the employee will notify ONRSR of such absence at the first opportunity on the day of the absence.

5.3.7. If the employee's personal leave and all other leave entitlements are exhausted, an employee may seek approval from ONRSR to take special leave with pay in accordance with clause 5.7 or additional unpaid leave for the purpose of their own illness or injury or to provide care to a family or household member who is ill or injured.

5.4 Long service leave

5.4.1. Employees are entitled to long service leave in accordance with the relevant legislation in the State or Territory in which they are employed, with the exceptions that all employees (regardless of location) will:

(a) accrue long service leave on the basis of 6.5 working days for each year of service; and

(b) be eligible to take their accrued long service leave after 7 years of completed service.

- 5.4.2. All other issues relating to long service leave, including but not limited to the arrangements for taking and payment for long service leave, and payment of long service leave entitlements on termination, will be governed by the relevant State or Territory legislation.

5.5 Parental leave

- 5.5.1. An employee is entitled to unpaid parental leave of 12 months.
- 5.5.2. An employee, other than a casual employee, who is or will be the primary carer for the child is entitled to paid parental leave (primary carer's leave) in accordance with the following:
- (a) If the employee has completed at least 12 months continuous service immediately prior to the birth or adoption of the child – 16 weeks paid parental leave.
 - (b) If the employee has completed at least 5 years' service (including any periods of approved unpaid leave) immediately prior to the birth or adoption of the child – 18 weeks' paid parental leave.
- 5.5.3. An employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth or adoption of the child, but will not be the primary carer for the child, is entitled to 2 weeks paid parental leave (supporting partner leave).
- 5.5.4. An employee will be entitled to the applicable maximum period of paid parental leave at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date that their parental leave commences.
- 5.5.5. Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 5.5.6. Employees will be entitled to paid parental leave regardless of whether the employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an employee, or their partner, becomes pregnant or adopts again while the employee is on parental leave, they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of paid parental leave.
- 5.5.7. The total of paid and unpaid parental leave can be extended beyond 12 months, but cannot exceed 24 months in relation to the birth or adoption. The paid parental leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 5.5.8. If an employee is entitled to parental leave pay from the federal government, that entitlement may be taken before, after or at the same time as ONRSR's paid parental leave or other paid leave entitlements.
- 5.5.9. An employee who is eligible for paid parental leave and is not fit for work because of:
- (a) birth of a stillborn child (at or after 20 weeks gestation), or
 - (b) birth of a live baby who subsequently dies, during or before the period of intended leave

will still be entitled to paid parental leave in accordance with this clause. The taking of any unpaid parental leave in addition to the paid entitlement may be discussed by the employee and the relevant manager.

- 5.5.10. Where both prospective parents are employees covered by this Agreement, the period of paid primary carer's leave and/or supporting partner leave (as applicable) may be shared by both employees, provided that:
- (a) the total period of paid parental leave does not exceed the applicable maximum; and
 - (b) regard is given to the operational needs of ONRSR.
- 5.5.11. In addition to the paid parental leave entitlements outlined above, employees, other than casual employees, may apply for special leave with pay in accordance with clause 5.7 in the following circumstances:
- (a) Prenatal leave
Leave to enable a female employee to attend medical appointments and/or treatment required before the birth and directly related to the pregnancy that cannot otherwise be reasonably be undertaken outside of normal working hours.
 - (b) Fertility Treatment leave
Leave to enable an employee to undertake recognised fertility treatment(s) that cannot reasonably be undertaken or are not provided outside normal working hours.
 - (c) Prenatal Partner leave
Leave to enable an employee to provide care and support to their partner while attending medical appointments or receiving treatment associated with fertility treatment or the pregnancy that cannot otherwise be reasonably accommodated outside of normal working hours.
 - (d) Pre-adoption leave
Leave to enable an employee to attend appointments associated with adoption that cannot otherwise be reasonably accommodated outside of normal working hours.
- 5.5.12. An employee is entitled to return to work after primary carer's leave (and any subsequent period of unpaid parental leave) on a part time basis, at the employee's substantive level, until the child commences school under the following conditions:
- (a) The employee will provide such request at least 6 weeks prior to the date on which the employee's parental leave is due to expire, and will provide to the relevant manager such information as may reasonably be required, including the proportion of time sought, and the date that the relevant child is expected to commence school.
 - (b) At least 6 weeks prior to the relevant child commencing school, the employee will advise the relevant manager whether the employee will revert to employment on a full time basis or seek to continue to be employed on a part time basis.
- 5.5.13. Where an employee, upon their return to work from parental leave is breastfeeding, ONRSR will grant the employee paid breaks each day and provide access to comfortable, private facilities for the purpose of breastfeeding and storing breast milk.

5.6 Compassionate leave

- 5.6.1. An employee, other than a casual employee, is entitled to 3 days of paid compassionate leave per permissible occasion.
- 5.6.2. Compassionate leave may be taken as a single continuous 3 day period, or 3 separate periods of 1 day each, or any separate periods (including on an hourly basis) as agreed between the employee and ONRSR.

- 5.6.3. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 5.6.4. If requested, the employee will provide evidence of the relevant illness, injury or death to ONRSR.
- 5.6.5. In addition to the above entitlements, an employee, other than a casual employee, may apply for special leave with pay in accordance with clause 5.7 if the employee has exhausted their compassionate leave for a permissible occasion. Special leave with pay should only be granted in circumstances where the relevant manager is satisfied that it is not practical or reasonable for alternative arrangements to be made. This includes the use of other leave entitlements, flexible work arrangements or flexitime credits.
- 5.6.6. All requests for extended compassionate leave pursuant to clause 5.7 should consider the following factors:
- (a) the nature of the relationship and the level of emotional involvement the employee has with the sick or injured person or had with the deceased;
 - (b) the circumstances of the injury, illness or death;
 - (c) the extent to which a person is held responsible for making any funeral or other arrangements in relation to the injury, illness or death;
 - (d) the specific and immediate responsibilities of the person in relation to family support and the care of others; and
 - (e) cultural expectations that impose observance of particular modes of grief or family responsibility.
- 5.6.7. If an employee is unable to return to work following bereavement due to grief and distress the employee may apply for a period of personal leave or another relevant type of leave. Employees may also seek to utilise other combinations of leave for the death of a person other than a member of their immediate family or household.
- 5.6.8. If the employee's paid leave entitlements are exhausted, an employee may seek approval from ONRSR to take unpaid leave for compassionate reasons.

5.7 Special leave with pay

- 5.7.1. Special leave with pay may be granted to employees, other than casual employees, who require a period away from their duties for a variety of reasons or where other paid leave has been exhausted or is not suitable.
- 5.7.2. Special leave with pay may include but is not limited to:
- (a) domestic violence leave;
 - (b) cultural, religious or ceremonial leave;
 - (c) extended compassionate leave; or
 - (d) emergency situations leave such as residential premises being affected by flood, fire, or other damage.
- 5.7.3. An employee may be granted up to 15 days of special leave with pay in each service year for immediate and pressing family and personal pursuits and responsibilities that are unable to be attended to outside normal working hours.
- 5.7.4. Special leave with pay does not accumulate from year to year.

- 5.7.5. Special leave with pay is not an entitlement and will only be granted to employees at the discretion of the relevant manager for up to 2 days leave in each service year, or the Executive Director for more than 2 days leave in each service year, according to the circumstances and the employee. This includes circumstances where the Executive Director is satisfied that it is not practical or reasonable for alternative arrangements to be made (including flexible work arrangements or using flexitime credits).
- 5.7.6. The Executive Director may request reasonable evidence of the legitimate need for the employee to access special leave with pay.

5.8 Community service leave

- 5.8.1. An employee, other than a casual employee, who engages in an eligible community service activity is entitled to community service leave on full pay while they are engaged in that activity.
- 5.8.2. Eligible community service activities include:
- (a) Attend for jury service. Subject to ONRSR business needs, an employee called for jury service may be required to apply for a deferral.
 - (b) Carry out voluntary emergency management activity.
 - (c) Carry out other activities of a community service nature.
- 5.8.3. If an employee seeks to access community service leave they must provide ONRSR with:
- (a) notice of the absence, as soon as practicable;
 - (b) the period, or expected period, of the absence; and
 - (c) if required by ONRSR, evidence that the absence is because the employee will be engaging in a community service activity.
- 5.8.4. An employee granted leave to carry out voluntary emergency management activity is entitled to a further 1 day of leave on full pay on the completion of the activity for recovery purposes
- 5.8.5. If an employee is required to attend for jury service, any jury fee received other than any reasonable expenses actually incurred over and above those which the employee would normally incur, must be repaid to ONRSR.

5.9 Attendance in court as a witness

- 5.9.1. When an employee is required to attend court as a witness on behalf of ONRSR they are regarded as being on duty, and it is not necessary to grant special leave with pay. In these circumstances employees must not accept witness fees.
- 5.9.2. Employees who are subpoenaed as a witness or defending a civil action in court may, at the discretion of the relevant manager, be granted paid leave to attend court for that purpose.
- 5.9.3. Court appearances in other situations must be covered by other leave entitlements or leave without pay.

5.10 Blood donor's leave

- 5.10.1. An employee who volunteers or is requested by the Australian Red Cross Blood Service to attend a blood taking centre to donate whole blood, blood plasma or platelets may be permitted to do so during working hours.

- 5.10.2. ONRSR may request an employee donating blood more frequently than every 12 weeks to provide a letter confirming attendance at the Australian Red Cross Blood Service.
- 5.10.3. The relevant manager will grant paid leave to an employee, other than a casual employee, for reasonable travelling and attendance time to enable them to donate blood.

5.11 Defence reserve leave

- 5.11.1. An employee required to complete Defence Reserve service will be given unpaid leave for that purpose. Such an employee must consult with ONRSR regarding the proposed timing of the service and will give ONRSR as much notice as is possible of the time when the service will take place.
- 5.11.2. Where the base salary excluding allowances received by the employee from the Australian Defence Force in respect of Defence Reserve service during their ordinary hours of work is below the employee's salary, ONRSR will, unless exceptional circumstances arise, pay to the employee make-up pay for the period of Defence Reserve leave, up to the following limits:
 - (a) 32 days per period of Defence Reserve service; or
 - (b) where the employee is a First Year Reservist, 46 days per period.
- 5.11.3. The above entitlements are in addition to an employee's entitlements under the *Defence Reserve Service (Protection) Act 2001* (Cth).
- 5.11.4. Defence Reserve Leave will only be approved with the completion the relevant notice of ADF reserve service form.

5.12 Disability resulting from war service

- 5.12.1. War service disability leave may be granted to an employee who served with the Australian Defence Forces and who is absent because of a disability accepted by the Department of Veteran Affairs as due to qualifying service in an operational area as defined in the Veterans Entitlement Act 1986.
- 5.12.2. For the purposes of this clause, peacetime operations are not recognised as war-like or non war-like service for the purposes of war service disability leave.
- 5.12.3. The granting of such war service disability leave is on the following basis:
 - (a) A non-accumulative credit of the equivalent of 9 weeks. As from the date of commencement of employment with ONRSR, each ex-service person is granted a special non-accumulative war service disability credit of the equivalent of 9 weeks (to be recorded in hours).
 - (b) An accumulative credit of the equivalent of 3 weeks annually.
- 5.12.4. This entitlement will accumulate for 3 service years (up to a maximum credit of 45 working days) and re-accumulate if used.
- 5.12.5. The maximum credit which may be accumulated on 1 July in any year is the equivalent of 45 working days inclusive of the current year's credit.
- 5.12.6. The accumulated credit can be utilised only when the non-accumulative credit has been exhausted.
- 5.12.7. Each application must be supported by a medical certificate for the period of absence stating the nature of the disability suffered by the employee. Leave will be granted only if evidence has been submitted that the disability shown on the medical certificate has been accepted by the Department of Veteran's Affairs as due to war-like or non war-like service (excluding peace time operations).

- 5.12.8. War service disability leave granted to an employee will be on full pay irrespective of repatriation benefits.
- 5.12.9. The leave available under this arrangement is in addition to normal personal leave entitlements.

5.13 Elite athletes

- 5.13.1. A relevant manager may at their discretion consider and approve applications for paid leave by an employee (other than a casual employee) who is an elite athlete provided that the employee meets 1 or more of the following criteria:
 - (a) they will compete at an Olympic, Paralympic or Commonwealth Games in an eligible sport; or
 - (b) they are ranked in the top 10 in the world in an eligible sport; or
 - (c) they are a member of a national or state/territory team/squad of an eligible sport.
- 5.13.2. The relevant manager may approve paid leave for elite athletes for the period of peak official competition attendance plus up to 2 days travelling time for each such attendance. They may also approve up to the equivalent of 10 working days per service year for official Commonwealth, Paralympic or Olympic Games lead up camps.
- 5.13.3. The relevant manager may exercise discretion to allow further support for other training or competitive events.
- 5.13.4. Applications for paid leave under this clause must be accompanied by a copy of the appropriate Australian (or where appropriate state/territory) body's official advice to the employee of the employee's selection as an Australian (or where appropriate state/territory) representative and a copy of the official itinerary or details of the training camps.
- 5.13.5. Where paid leave under this clause is requested and the criteria are not met, then the relevant manager may consider granting special leave without pay, annual leave or long service leave, or allowing the employee to utilise flexible working arrangements or flexitime credits.

5.14 Trade union training

- 5.14.1. The relevant manager may grant paid leave to employees, other than casual employees, who are members of recognised employee organisations to attend trade union training courses.
- 5.14.2. If paid leave is approved, the work of ONRSR must be a priority and the privilege may be withdrawn at any time if it is considered necessary.
- 5.14.3. Paid leave under this clause may be granted to an eligible employee up to a maximum of the equivalent of 10 working days during 2 years, to be calculated from the date the employee is first granted leave to attend a trade union training course. Paid leave in excess of this entitlement may be granted in special circumstances at the discretion of the relevant manager, but in no case will the amount exceed the equivalent of 20 working days during 2 years.
- 5.14.4. All costs related to the attendance at a course will be the responsibility of the recognised employee organisation.

5.15 Study leave

- 5.15.1. An employee, other than a casual employee, may apply for paid study leave in the following circumstances:
- (a) the course being undertaken is relevant to the operations of ONRSR or the particular requirements of the employee's position;
 - (b) the time being taken does not interfere with the operational requirements of ONRSR; and
 - (c) paid study time does not exceed a maximum of 5 hours per week, to accrue on the basis of 1 hour for each hour of attendance.
- 5.15.2. Study time may be granted to both full and part time employees. Part time employees will be entitled to a pro-rata allocation of study time to that of a full time employee.
- 5.15.3. Study time may be used for:
- (a) attending compulsory lectures, tutorials, practicals, examinations, residential schools etc. where these are held during working hours;
 - (b) necessary travel during working hours to attend lectures, tutorials, practicals, examinations etc. held during or outside working hours; and/or
 - (c) private study.
- 5.15.4. Study time will not be granted for repeated subjects.
- 5.15.5. Study time can be taken on a regular basis or in a block of time.

5.16 Annual Christmas close down

- 5.16.1. ONRSR's offices will be closed for normal business purposes during the period from 25 December to the first working day following the first day of January.
- 5.16.2. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. The use of flexitime credits or paid leave is not required on these days.
- 5.16.3. If an employee is recalled to duty to attend an emergency during a period of annual Christmas close down leave, the employee is entitled to overtime at the applicable rate for the day(s) worked in accordance with clause 3.4.3, or time off in lieu of overtime in accordance with clause 3.5.

This section provides detail on ONRSR's commitments to its employees including:

1. Balancing work and life
2. Performance management and development
3. Major workplace change
4. Joint Consultative Committee
5. Dispute resolution
6. Freedom of association
7. Union rights

6.1 Balancing work and life

- 6.1.1. ONRSR recognises the importance of employees balancing work and personal life.
- 6.1.2. ONRSR aims to provide sufficient support and flexibility in the workplace to assist employees in achieving a work and life balance. While family friendly initiatives are important aspects of a work and life balance, ONRSR aims to support employees at all stages in their working lives.
- 6.1.3. Throughout this Agreement arrangements are provided to assist employees in achieving a work and life balance.

6.2 Work Health and Safety

- 6.2.1. ONRSR recognises its duty of care and is committed to ensuring so far as is reasonably practicable that the health and safety of workers and other persons are not put at risk as a result of work carried out by or on behalf of ONRSR.
- 6.2.2. ONRSR's aim is to minimise the risk of injury and disease to our workers and other persons by exercising due diligence and adopting a planned and systematic approach to the management of workplace health and safety.
- 6.2.3. Where ONRSR determines that prescription safety glasses are required to be worn by a rail safety officer to conduct regulatory activities, ONRSR will pay the employee \$300 towards the purchase of such glasses.

Where prescription safety glasses are required the following will apply:

- (a) An employee is required to provide confirmation to ONRSR that optical aids are necessary to undertake their duties. Detailed written confirmation is required from an optometrist, ophthalmologist, medical practitioner or other appropriately qualified person stating that the employee requires these glasses in order to safely carry out their employment duties and should include a copy of the prescription.
- (b) The cost of vision testing will be the responsibility of the employee.
- (c) Eye protection supplied must meet Australian Standard AS 1337.
- (d) The payment towards the prescription safety glasses will be payable on one set of corrective lenses once every two (2) years (based on the date of purchase), unless documented evidence of deterioration is provided by an optometrist, ophthalmologist, medical practitioner or appropriately qualified person.
- (e) There is no requirement for ONRSR to provide any further eye protection to an employee who has been provided with assistance to purchase prescription safety glasses.

- (f) An employee requiring the payment for prescriptive safety glasses must discuss the requirement and options with their manager before proceeding to claim the payment or proceeding to arrange purchase.
- (g) If prescription safety glasses are prescribed and the employee meets the eligibility criteria, the payment will be reimbursed following presentation of an application email with receipts to the relevant Director Operations.

6.3 Performance management and development

- 6.3.1. ONRSR recognises the importance of a clear and transparent performance management and development framework linked to ongoing learning and development that align with the strategic priorities and workforce requirements.
- 6.3.2. To support the achievement of strategic and corporate priorities, managers and employees need to:
 - (a) align learning and development initiatives with ONRSR goals and objectives and workforce requirements, and integrate learning and development activities with business practices and processes;
 - (b) foster a learning culture by accepting a shared responsibility for improved learning and development outcomes; and
 - (c) actively contribute to the process of developing, reviewing and monitoring goals through regular performance reviews.
- 6.3.3. At the conclusion of the performance review process (review stage), managers will give written feedback to their employees on the level of performance, including the reason/s why an increment increase is agreed / not agreed in accordance with clause 4.1.3 and 4.1.4.
- 6.3.4. Learning and development needs, where these relate to an essential qualification required to perform an employee's duties, will be funded by ONRSR. Managers may approve funding of other learning and development needs where these are agreed between the manager and the employee.

6.4 Major workplace change

- 6.4.1. Consultation in accordance with clause 7.5 regarding major workplace change applies:
 - (a) as soon as possible on identification of the need for the change to production, programs, organisation, structures or technology in relation to ONRSR; and
 - (b) where the change is likely to have a significant effect on employees to whom this Agreement applies, including employees who are away from work on an extended period of leave.
- 6.4.2. It is in the interest of all parties to ensure that discussions about the change between employees or chosen employee representatives and ONRSR occur in a timely manner and issues raised are given prompt and proper consideration by all parties.
- 6.4.3. ONRSR must notify the relevant employees or employee representatives of the proposal to introduce the major change.
- 6.4.4. ONRSR will then:
 - (a) discuss with the relevant employees or employee representatives:
 - (i) the proposed timeframe for the introduction of the change;
 - (ii) the reason for the change;
 - (iii) the effect the change is likely to have on the employees; and

- (iv) any measures ONRSR has taken or will be taking to avert or mitigate the adverse effect on the employees; and
- (b) for the purposes of the discussion, provide, in writing, to the relevant employees or employee representatives:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matter likely to affect the employees.
- 6.4.5. ONRSR is not required to disclose confidential or commercially sensitive information to the relevant employees or employee representatives. However, if any such information is disclosed, the employees or employee representatives undertake to maintain confidentiality of that information at all times.
- 6.4.6. ONRSR must give prompt and genuine consideration to matters raised about the major change by the relevant employees or employee representatives and respond with an explanation as to why any submissions made were not adopted.
- 6.4.7. A major workplace change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of ONRSR workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or permanent employment); or
 - (d) the alteration of hours of work; or
 - (e) the alteration of rosters; or
 - (f) the need to retrain employees; or
 - (g) the need to relocate employees to another workplace; or
 - (h) the restructuring of jobs.

6.5 Relocation of Employees to another workplace

- 6.5.1. Where ONRSR deems a need to permanently relocate an employee to another workplace that requires the employee to move their household to the new locality, ONRSR will cover the following costs associated with the relocation:
 - (a) removal of furniture and effects and temporary storage to the new workplace location, utilising an ONRSR nominated removals and storage provider;
 - (b) insurance of furniture and effects for the duration of the removal and any storage;
 - (c) travel expenses (meals, accommodation, incidentals and flights) for the employee and their family to the new location in accordance with the relevant ATO rates for the current financial year; and
 - (d) if required, a minimum of 14 days temporary accommodation.
- 6.5.2. ONRSR will not cover the costs related to the selling, purchasing and/or renting of properties resulting from the redeployment.
- 6.5.3. This clause does not apply to employees who voluntarily apply and are appointed to a position in a new location.

6.6 Joint Consultative Committee

- 6.6.1. ONRSR is committed to workplace participation and to that end will facilitate a Joint Consultative Committee (JCC) as a forum for communication between employees, employee representatives and management on matters pertaining to this Agreement.
- 6.6.2. Meetings of the JCC will occur at least once every 2 months, although they can be held on a more frequent basis if the majority of participants agree this is required.
- 6.6.3. ONRSR will provide reasonable time off from normal duties to allow participants to prepare for and attend the JCC.
- 6.6.4. The JCC will be comprised of the following participants:
- (a) 3 employees, to be elected by the employees covered by this Agreement;
 - (b) 2 representatives of ONRSR;
 - (c) 1 chairperson nominated by ONRSR; and
 - (d) 1 employee to be nominated by the union covered by the Enterprise Agreement.
- 6.6.5. The JCC may invite other persons to attend and participate in meetings, where it sees fit to do so.
- 6.6.6. In relation to the election of employee representatives:
- (a) an initial election must be held as soon as practicable after this Agreement takes effect, and thereafter elections must be held every 2 years;
 - (b) in the event that an employee representative ceases to be an employee or resigns from the JCC, and the next regular election is not due for at least 3 months, an election must be held for the vacant position;
 - (c) whenever an election is to be held, ONRSR must inform all employees and employee representatives covered by this Agreement and call for nominations;
 - (d) any candidate for election must be nominated by at least 2 other employees covered by this Agreement; and
 - (e) if at the specified closing date for nominations there are more candidates than positions available, ONRSR must conduct a secret ballot of the employees to determine who is to be elected.
- 6.6.7. Agenda items for the JCC meetings may include, but are not limited to:
- (a) work health and safety;
 - (b) industrial issues arising from the implementation of this Agreement;
 - (c) the development and implementation of ONRSR policies;
 - (d) performance management programs; and
 - (e) learning and development.

6.7 Dispute resolution

- 6.7.1. Subject to clause 7.1.5, if a dispute arises about this Agreement, the National Employment Standards, or any other work-related matter (including a dispute about whether a workplace right has been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.
- 6.7.2. If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution. In resolving a dispute, Fair Work Commission may use any of its powers (including arbitration powers).

- 6.7.3. Employees are entitled to be represented by a representative of their choice. ONRSR will recognise the representative for all purposes involved with the resolution of the dispute and will allow them to perform their role as representative.
- 6.7.4. ONRSR may also appoint a representative for the purpose of this clause if it chooses to do so.
- 6.7.5. The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 6.7.6. While the dispute is being resolved:
- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by ONRSR to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 6.7.7. Subject to any stay or appeal, the parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

6.8 Freedom of association

- 6.8.1. ONRSR recognises the freedom of association provisions of the Fair Work Act that ensure employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. ONRSR recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.

6.9 Union rights

- 6.9.1. The entitlements under this clause may be exercised subject to the operational requirements of ONRSR. In any situation where the exercise of an entitlement under this clause would come into conflict with the operational requirements of ONRSR, the operational requirements of ONRSR will take precedence.
- 6.9.2. ONRSR recognises the role of unions within the workplace. In order to facilitate a consultative and co-operative approach to employee relations, employees who have been elected or nominated as delegates of unions covered by this Agreement shall be allowed reasonable and sufficient time and reasonable facilities during working hours to enable them to attend to their duties as delegate, including:
- (a) representing members in enterprise bargaining;
 - (b) representing the interests of members to the employer and industrial tribunals;
 - (c) consulting with union members and other employees concerning enterprise agreement negotiations;
 - (d) participating in the operation of the union;
 - (e) attending union education in accordance with clause 5.14; and

(f) addressing new employees about the benefits of union membership at the time that they enter employment.

6.9.3. ONRSR will also provide reasonable access to facilities in order for delegates to carry out these duties, including telephone, facsimile, photocopier, stationery, computer with internet and email access and a notice board in the workplace.

This section provides detailed information for employees leaving ONRSR including:

1. Termination of employment
2. Resignation by the employee
3. Abandonment of employment
4. Employee reductions, redeployment, redundancy

7.1 Termination of employment and notice

- 7.1.1. Permanent and temporary employees may have their employment terminated by ONRSR with 4 weeks' notice.
- 7.1.2. Where an employee is over 45 years of age and has at least 2 years continuous service they will be entitled to an additional 1 weeks' notice on termination.
- 7.1.3. ONRSR may make a payment in lieu of all or any part of the notice that it is required to give to an employee under this clause.
- 7.1.4. The notice period required by this clause does not apply in the case of dismissal for serious misconduct. In such cases ONRSR may terminate employment without notice.
- 7.1.5. Termination of employment, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes in clause 6.7.

7.2 Resignation by the employee

- 7.2.1. Employees who want to terminate their employment with ONRSR are required to provide ONRSR with at least 4 weeks' notice.

7.3 Abandonment of employment

- 7.3.1. ONRSR will take all reasonable steps to contact an employee following an unexplained absence from work.
- 7.3.2. An employee absent from work for a continuous period of 5 working days or more, without the consent of ONRSR and without notification to ONRSR, is evidence that the employee may have abandoned their employment.
- 7.3.3. If within a period of 10 working days from the employee's last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of ONRSR that they were absent for reasonable cause, the employee will be deemed to have abandoned their employment.

7.4 Employee reductions, redeployment, redundancy

- 7.4.1. ONRSR may decide to declare 1 or more permanent positions redundant when the duties are no longer needed to be done by anyone. If an employee's position has been identified as redundant then that employee becomes potentially excess to ONRSR and may be either redeployed into another position or retrenched.
- 7.4.2. An employee will be potentially excess if:
 - (a) the employee is included in a group of employees which, in ONRSR's opinion, comprises a greater number of employees than is necessary for the efficient and economical working of ONRSR;

- (b) in the opinion of ONRSR, the services of the employee cannot be effectively used because of technological or other changes in the work methods of ONRSR or changes in the nature, extent or organisation of the functions of ONRSR; or
- (c) the duties to be performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and ONRSR has determined that the excess employee provisions apply to that employee.

7.5 Consultation process

- 7.5.1. In accordance with clause 6.4, restructuring, including a reduction in employee numbers, of ONRSR is to occur by voluntary means where possible including natural attrition, redeployment, retraining and voluntary redundancy. Changes due to restructuring will be introduced in such a way that ONRSR will maintain employee levels that are appropriate to workload, in consultation with employees and their employee representatives, if any and if requested.
- 7.5.2. Where ONRSR identifies a potentially excess situation it will notify the affected employee(s) and hold discussions as soon as possible.
- 7.5.3. The discussions with the employee and employee representative will occur and will last no longer than 4 weeks unless otherwise agreed by the employee and ONRSR to consider:
 - (a) any reasons for the proposed termination;
 - (b) measures that may be taken to avoid the termination;
 - (c) measures to mitigate any adverse effects of the termination on the employee(s) concerned; and
 - (d) any option that may exist for redeploying the employee to another position at the same or lower salary level.

7.6 Assistance with career transition

- 7.6.1. ONRSR will provide information and support services to enable excess employees to plan for their future.
- 7.6.2. At its discretion, ONRSR may provide excess employees reasonable leave with pay to attend training or other courses to improve their future employment prospects.
- 7.6.3. ONRSR will meet the cost of independent financial planning advice, career transition assistance and counselling for excess employees up to \$500.
- 7.6.4. Financial assistance for other courses and training may also be available for redeployed employees, at ONRSR's discretion.
- 7.6.5. An employee who receives advice of involuntary redundancy is entitled to reasonable leave with full pay to attend necessary job interviews.

7.7 Redeployment to another position

- 7.7.1. ONRSR may redeploy an excess employee to another position within ONRSR.
- 7.7.2. Where an excess employee agrees to be redeployed to a new locality and they are required to move their household to the new locality, ONRSR will negotiate the procedure and any entitlements relating to the transfer.
- 7.7.3. If an employee refuses redeployment to another position, the employee will remain excess and be subject to the redundancy provision.

7.8 Severance pay

- 7.8.1. Where an excess employee's position is involuntarily made redundant and the employee has not been redeployed, the employee will be entitled to a severance payment in accordance with the table below:

Less than 1 years' service	Nil
1 – 2 years' service	4 weeks' pay
2 – 3 years' service	6 weeks' pay
3 – 4 years' service	7 weeks' pay
4 – 5 years' service	8 weeks' pay
5 – 6 years' service	10 weeks' pay
6 – 7 years' service	11 weeks' pay
7 – 8 years' service	13 weeks' pay
8 – 9 years' service	14 weeks' pay
Over 9 years' service	16 weeks' pay

- 7.8.2. The severance payment is in addition to any entitlement to notice in accordance with clause 7.1

SIGNED for, and on behalf of:
THE OFFICE OF THE NATIONAL RAIL SAFETY REGULATOR

By a duly authorised officer



(Signature)

(Affix common seal here)

Susan Jane McCarrey
CHIEF EXECUTIVE



In the presence of:



Witness

LAURA JULIET PAULUS

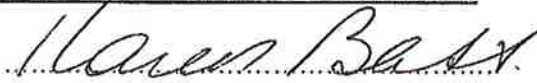
*Commissioner for taking Oaths & Affidavits
in the Supreme Court of South Australia*

(Printed name in full)

Corporate Counsel
(Title/position)

SIGNED for, and on behalf of:
THE COMMUNITY AND PUBLIC SECTOR UNION

Signed:



Full Name:

KAREN BATT

Position:

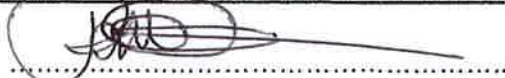
JOINT NATIONAL SECRETARY

Address:

LEVEL 10, 128 EXHIBITION ST. MELBOURNE

SIGNED for, and on behalf of:
THE EMPLOYEE BARGAINING REPRESENTATIVE

Signed:



Full Name:

Roger Lyall Hillman

Position:

Rail Safety Officer

Address:

*Level 1, 75 Hindmarsh Square
Adelaide.*

This Agreement was signed on the *6th* day of *April* 2018

Schedule A – Classifications and Salary Levels

	Salaries at October 2017	Salaries at October 2018 (CPI % change)	Salaries at October 2019 (CPI % change)	Salaries at October 2020 (CPI % change)
Non-Regulatory Employees (excl superannuation)				
Level 1	\$58,024			
	\$58,635			
	\$59,246			
	\$59,857			
	\$60,468			
	\$61,079			
Level 2	\$67,300			
	\$68,001			
	\$68,702			
	\$69,403			
	\$70,104			
	\$70,806			
Level 3	\$78,044			
	\$78,858			
	\$79,673			
	\$80,487			
	\$81,301			
	\$82,116			
Level 4	\$88,224			
	\$89,152			
	\$90,079			
	\$91,007			
	\$91,934			
	\$92,862			
Level 5	\$99,083			
	\$100,124			
	\$101,164			
	\$102,205			
	\$103,245			
	\$104,286			
Level 6	\$111,412			
	\$112,588			
	\$113,764			
	\$114,941			
	\$116,117			
	\$117,293			
Level 7	\$124,419			
	\$125,731			
	\$127,043			
	\$128,355			
	\$129,667			
	\$130,979			

**Regulatory Employees
(excl superannuation)**

Trainee RSO1

75% RSO1 \$66,168
85% RSO1 \$74,990

RSO1 \$88,224
\$90,124
\$92,025
\$93,925
\$95,825
\$97,726

RSO2 \$99,083
\$101,209
\$103,336
\$105,462
\$107,588
\$109,715

RSO3 \$111,412
\$113,810
\$116,208
\$118,605
\$121,003
\$123,401

MRSO \$130,979

**Senior Managers
(incl superannuation)**

Bands

	2017	2018	2019	2020
SM1	\$145,656 - \$175,828			
SM2	\$176,868 - \$227,848			
SM3	\$228,888 +			

1. Non-regulatory employees

(a) Level 1

- (i) Positions at this level usually work under general direction and the work is subject to regular checks. Detailed instruction is not always necessary and there is scope for employees to exercise initiative in applying established work practices and procedures.
- (ii) This level encompasses a range or combination of administrative activities which require the application of skills and experience in office work and a general knowledge of the work to be performed.
- (iii) Work involves the exercise of basic skills in interpersonal communication.
- (iv) Work may require the interpretation of rules, regulations, guideline, instructions and procedures and the ability to undertake a range of duties requiring judgment, liaison and communication within an agency and with other interested parties. Tasks may include the preparation of straightforward reports and the provision of data for decision.
- (v) The solution of problems may require the exercising of limited judgment, though guidance would be available in precedents, guidelines, procedures, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within the agency or with other interested parties may be necessary.
- (vi) Occupants of positions at this level may be expected to resolve problems by minor modification to operational systems or by reference to procedures. Employees at this level may have input into, or undertake tasks associated with, improvements to office systems or operations.

(b) Level 2

- (i) Positions at this level usually work under general direction and require relevant experience combined with a broad knowledge of the agency's functions and activities and a sound knowledge of the major activity performed within the work area.
- (ii) Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in documented precedents, or in rules, regulations, guidelines, procedures and instructions, though these may require some interpretation and application of judgment. There is scope for exercising initiative in the application of established work practices and procedures.
- (iii) Work may involve preparing papers, briefing notes, correspondence or other written material and provision of general administrative support to senior officers.
- (iv) Decisions made or delegations exercised at this level may have an impact on the relevant agency's operations (e.g. on financial resources), but are normally of limited procedural or administrative importance.

- (v) Positions at this level may have responsibilities for training operational and non-regulatory employees. Functions may include organising training courses, assisting in the preparation of training material and, where courses are short and involve procedural or administrative subject matter, presenting those courses.

(c) **Level 3**

- (i) Positions at this level usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area.
- (ii) Work at this level requires a sound knowledge of program, activity policy or service aspects of work performed within a functional element or a number of work areas. The work may cover a range of tasks associated with program, activity or service delivery to clients or other interested parties or administrative support to senior officers.
- (iii) Tasks may include providing administrative support to regulatory employees. This may include collecting and analysing data and information and preparing reports, publications, papers and submissions including findings and recommendations.
- (iv) Decisions taken or delegations exercised at this level may have an impact on agency operations but they are of limited management significance.
- (v) Positions at this level may have supervisory responsibilities over employees operating a wide range of office equipment or undertaking a variety of tasks in the area of responsibility which may include planning and coordinating work across a number of work areas or activities. Employees in supervisory position would be expected to facilitate a participative decision making process and participate in decision making on issues relating to their work area.
- (vi) In some cases the difficult aspects of the work in an area will be undertaken by a position at this level with responsibility for supervising employees at lower levels doing work of a similar but less difficult nature. The extent to which employees with supervisory duties become involved in the operational work of an area will depend on such factors as priorities, the complexity of the work and the number of employees supervised.
- (vii) Position providing administrative support to senior officers may be classified in this level provided the complexity of the administrative tasks performed is comparable to tasks typical of this level.

(d) **Level 4**

- (i) Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the agency.
- (ii) The work may include preparing preliminary papers, drafting complex correspondence for senior officers, undertaking tasks of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing or interpreting information for clients or other interested parties; exercising

specific process responsibilities, and overseeing and coordinating the work of subordinate employees.

- (iii) Work is performed under general direction as to work priorities and may be of a professional, project, procedural or processing nature or a combination of these.
- (iv) Direction exercised over positions at this level may be less direct than at lower levels and is usually related to tasks methodologies and work practices. Employees would be expected to set priorities and to monitor work flow in the area of responsibility.
- (v) Independent action may be exercised at this level, for example, developing local procedures, management strategies and guidelines. Operating guidelines, procedures or resource allocation will usually be determined by senior management.
- (vi) Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures. While the decisions may have a minor impact on agency resources they are of limited management significance.
- (vii) The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate employees.

(e) Level 5

- (i) Positions at this level undertake various functions, under a wide range of conditions, to achieve a result in line with the corporate goals of the agency. Management of a program or activity in a central or regional office may be a feature of the work undertaken at this level.
- (ii) Positions at this level are found in a variety of operating environments and structural arrangements. The primary function may be:
 - > managing the operations of a discrete organisational element, program or activity;
 - > supervising the operations of an organisational element which is a part of a large office within a central or regional office environment;
 - > under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function; or
 - > providing subject matter expertise or policy advice, including professional advice, across a range of programs or activities undertaken by the agency.
- (iii) Positions at this level may undertake the preparation of papers; investigate and present information with recommendations for decision by senior officers; draft responses to complex correspondence; undertake task of technical nature; undertake liaison and coordination within across functions including representing the agency at meetings, conferences and seminars; oversee and co-ordinate the work of other employees assisting with these tasks.

- (iv) Work is usually performed under limited direction as to work priorities and the detailed conduct of the task. Tasks may require professional knowledge, and may involve some coordination within or across agency functions.
 - (v) Direction exercised over positions at this level includes, depending on the functional role of the position, the provision of advice, guidance and/or direction in relation to a project, detailed processing, or other work practices.
 - (vi) Independent action may be exercised within constraints set by senior management. The operating guidelines, procedures or resource allocation may be determined by senior management.
 - (vii) Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or agency operating instructions or procedures. While such decisions may impact on agency operations and resources, they are usually limited to the specific work area involved.
 - (viii) Supervisory responsibilities would usually depend on the role of the position in the organisation.
 - (ix) Employees at this level would be expected to set and achieve priorities, monitor work flow and/or manage employee resources to meet objectives.
- (f) **Level 6**
- (i) Positions at this level work under limited direction, usually manage the operations of an organisation element, undertake a management function or provide administrative or professional support to a particular program, activity or service to achieve a result in line with the corporate goals of the agency. In some circumstances, the supervisor or subordinates may be, or include, employees in technical or professional structures, in which case supervision is generally for administrative purpose only.
 - (ii) The work includes providing advice including policy, administrative or professional advice; undertaking tasks related to the management or administration of a program or activity; service delivery or corporate support functions, including project work, policy development; preparation or coordination of research papers, submission on policy professional or program issues, or administrative matters. Liaison with other elements of the organisation, other government agencies, State and local authorities or community organisations is usually a feature. It also includes the preparation, or overseeing the preparation of, correspondence and replies to parliamentary questions, ministerial representations and other briefing material; and representing the agency at meetings, conferences or seminars.
 - (iii) Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of agency operations.
 - (iv) Direction exercised over positions at this level may, depending on the functional role of the position within the organisation, be by way of providing general guidance and advice.
 - (v) Positions at this level may have independence of action including the use and allocation of resources within the constraints laid down by senior management.

- (vi) Decisions taken or delegations exercised at this level may have major impact on the day to day operations of the work area. The impact of such decision to agency operations is likely to be limited to the work area or function in which the position is located. Delegations exercised may, depending on the role and function of the position, involve making determinations, instigating another course of action, or reviewing previous decision.
 - (vii) Supervisory responsibilities may be an important function of a position at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of employee resources to assist.
 - (viii) Guidelines, rules, instructions or procedures for use by other employees and interested parties may be developed at this level.
- (g) **Level 7**
- (i) Positions at this level, usually under the broad direction of a senior executive or comparable officer, control an organisational element involved in the administration or coordination of a specific program, activity or corporate support function at either the section or divisional head level, to achieve a result in line with the corporate goal of the agency. Immediate subordinate positions may include employees in technical or professional structure, in which case supervision is generally related to administrative purposes only.
 - (ii) The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including professional advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or professional procedures for the guidance of functional elements of the agency; processing representations to the minister, overseeing preparation of replies to parliamentary questions, preparing executive briefing notices, drafting submissions and correspondence; liaising with other government bodies and community organisations including the provision of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.
 - (iii) Work is undertaken at this level with broad direction in relation to priorities and the detailed conduct of the task. The tasks undertaken would be of a complex or specific nature encompassing a significant element of total agency operations.
 - (iv) Positions at this level may have, depending on the role and function, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.
 - (v) Decisions taken at this level may, depending on the degree of autonomy of function, have significant impact on the day-to-day operations of the work area in which the position is located and may also have significant effects elsewhere within the agency. Delegations exercised at this level may, depending on the role and function of the position, involve being the final authority in the process of approving the expenditure of funds, undertaking specification in line with the policy of the agency, or reviewing any previous action or decisions in the work area.

- (vi) Management responsibilities are usually a significant function of position at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and employee resources allocated.
- (vii) The development of guidelines, rules, regulations, procedures or instruction is for either employees or other interested parties may be coordinated at this level.

2. Regulatory employees

(a) Trainee Rail Safety Officer

- (i) Usually work under general direction and this work is subject to regular checks.
- (ii) Detailed instruction is not always necessary and there is scope for employees to exercise initiative in applying established work practices and procedures.
- (iii) The incumbent will assist rail safety officers in carrying out regulatory tasks or procedures.
- (iv) Some work will be specifically directed and closely supervised by higher level regulatory employees.
- (v) Work involves the exercise of basic skills in interpersonal communication.
- (vi) Work will require the interpretation of rules, regulations, guideline, instructions and procedures and the ability to undertake a range of duties requiring judgement, liaison and communication.
- (vii) Tasks may include the preparation of basic regulatory information and reports.
- (viii) Employees will abide by Trainee protocols and procedures.
- (ix) Employees will advance to Rail Safety Officer Level 1 on satisfactory completion of the traineeship, which includes meeting the minimum criteria for that level.

(b) Rail Safety Officer Level 1 (RSO1)

- (i) The Rail Safety Officer at this level may be allocated assignments of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment.
- (ii) The incumbent may be required to assist senior employees in carrying out complex tasks or procedures, select and apply established principles, procedures and methods and exercise judgment and initiative in recognising the significance of deviations from the norm where standard approaches are used.
- (iii) The incumbent may be required to design, co-ordinate and check work of other employees required to work on a common project.
- (iv) The work may be specifically directed and closely supervised by higher level regulatory employees and may be assigned by oral or written instruction which may include details of methods and procedures to be followed.

- (v) The incumbent will possess sound theoretical knowledge gained by study or through experience which is appropriate for the efficient discharge of the duties of the position at this level.
- (c) **Rail Safety Officer Level 2 (Senior Rail Safety Officer) (RSO2)**
- (i) At this level, the Rail Safety Officer performs work where assignments may be broad in scope and involve complex technical problems.
 - (ii) It will be expected that the incumbent will exercise a high degree of independence in the selection and application of established principles, technologies, procedures and methods, and exercise independent judgment and initiative in recognising when established approaches may require amplification, adoption or modification.
 - (iii) The Rail Safety Officer at this level may work alone and may assign, co-ordinate and check work of subordinate employees required to work on a common project and provide limited guidance to others. Specific direction is given as to objectives but directions are limited to unusual features of assignments. Guidance may be required for the complex approaches.
 - (iv) The Rail Safety Officer at this level must have sound subject knowledge gained through satisfactory completion of an appropriate course of study or through experience.
 - (v) The incumbent will have demonstrated skills and possess experience in rail safety, communicative and administrative aspects of the work.
- (d) **Rail Safety Officer Level 3 (Principal Rail Safety Officer) (RSO3)**
- (i) At this level, the Rail Safety Officer may be managerial, a specialist position or a combination of both. The incumbent may be responsible for the sustained supervision of an activity or program of a work unit involving rail safety work or responsible for a highly complex, novel or critical activity in an aspect of rail safety work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods.
 - (ii) The Rail Safety Officer may be required to assign, co-ordinate and verify the work of subordinate employees in a work unit engaged in rail safety activities or programs and/or provide authoritative guidance to others.
 - (iii) General direction is given in terms of objectives and priorities, including critical areas which may impinge on work of other units. This person must be able to make decisions in accordance with the provisions of the Rail Safety National Law and relevant ONRSR policies and procedures under sub delegation from the Regulator.
 - (iv) Work involves high level liaison and consultation with internal and external clients.
 - (v) The Rail Safety Officer at this level provides a significant input into the policy formulation and execution of programs which may be associated with 1 or more areas of an employer's operations.
 - (vi) Sound theoretical knowledge is required and this knowledge may be gained through the satisfactory completion of an appropriate course of study, and/or wide experience in rail safety work.

- (vii) The incumbent would be expected to demonstrate a capacity to manage human and material resources.
- (e) **Manager, Rail Safety (MRSO)**
 - (i) The officer at this level may be either a manager or a senior specialist or have a combination of both functions.
 - (ii) The incumbent will be responsible for the management of a work unit engaged in complex activities or programs and/or the provision of practical solutions to highly complex problems.
 - (iii) In addition, the officer at this level will be responsible for developing, implementing, reviewing major policies, objectives and strategies involving high level liaison/consultation with client areas (internal and external). Work involves the exercising of originality and ingenuity to devise practical and economic solutions to complex problems. Authority may be exercised over other specialists engaged in complex rail safety work.
 - (iv) Extensive experience in the specialist field or management of human and material resources is necessary.
 - (v) The incumbent will possess a comprehensive knowledge of the relevant programs.
 - (vi) The Manager, Rail Safety is required to operate with independence and make proper decisions in accordance with the provisions of the Rail Safety National Law and relevant ONRSR policies and procedures under sub delegation from the Regulator.

3. Senior Managers

These positions are personal classifications and appointment is made on the basis that they are managerial positions with appropriate remuneration packages. Appointment to this structure will be organisationally driven and at the discretion of Executive Directors and the Chief Executive. Individuals do not automatically progress through the levels nor cannot seek to be reclassified within this structure.

Senior Manager roles primarily have specific responsibility and accountability for an ONRSR function or a series of ONRSR functions. These functions can be local, but more often are national functions. This requires Senior Managers to:

- > determine operational policy and procedures for their team within the framework of ONRSR requirements;
- > ensure the timeliness, effectiveness, quality and efficiency of their team;
- > have significant independence of action, including the use, allocation and management of both financial and human resources with the constraints of the relevant delegations;
- > undertake personnel management functions, including planning, and developing and implementing programs, within their functional area of responsibility;
- > report directly to Executive levels and work under broad direction while exercising significant levels of independent judgment; and

- > have responsibilities that would warrant classification above the Level 7 for non-regulatory employees and MRSO for regulatory employees in accordance with the Work Level Definitions.

Having identified that a role satisfies the above criteria, it is necessary to determine at which of the three Senior Manager levels the position should be classified in accordance with the descriptors for each level below.

(a) Senior Manager 1

- (i) Roles at this level would report to an Executive level position and would normally be required to manage a small to medium sized team, responsible for a major ONRSR function or a series of small ONRSR functions.
- (ii) The role would operate under limited direction and would require a high degree of discipline knowledge. Work at this level may influence national or local office operations and there would also be a requirement for the exercise of significant levels of decision making, judgment and the exercise of delegated authority.

(b) Senior Manager 2

- (i) Roles at this level would report to an Executive level position and would have responsibility for managing a large team encompassing a major ONRSR function or a series of major ONRSR functions.
- (ii) Work at this level is undertaken with limited direction in relation to priorities and the detailed content of the task. In addition, this level requires a high degree of discipline knowledge, a detailed knowledge of both national ONRSR policies and procedures and of their application in relation to ONRSR operations.

(c) Senior Manager 3

- (i) Roles at this level would report to an Executive level or in some cases to the Chief Executive and would have responsibility for managing a very large scale operation or a function of critical importance to ONRSR.
- (ii) Work at this level would require original thinking, creativity, the exercise of delegated authority. In addition, work at this level would be undertaken usually under very broad direction only and would involve responsibility for a major program or programs which have a significant impact beyond ONRSR itself.

(d) Determining a point within the total remuneration package range

- (i) Each Senior Manager level provides a wide range in the total remuneration package. To ensure the total remuneration package for a Senior Manager role is fair and competitive and attracts, retains and motivates them for the benefit of ONRSR, some or all of the following factors must be considered:
 - > Internal relativities/benchmarking.
 - > External factors, such as the general market, economic environment and the level of appointable candidates.
 - > The relevant skills and expertise the person brings to the position.

- > The level of skill specialisation, how scarce the skills are and how critical they are to ONRSR.
 - > The relevance and extent of qualification/s the person holds.
 - > The location in which the Senior Manager works/will work.
- (ii) Where the applicable Senior Manager remuneration range does not secure a preferred candidate, the Chief Executive may exercise discretion and offer a total remuneration package above the applicable remuneration range for a high calibre appointee. This is more likely to be the case for a candidate with high level and exceptional specialist skills for a high profile project of major significance to ONRSR for a fixed period. A total remuneration package outside of the applicable remuneration range will be recognised in the employment contract as a market allowance.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).