



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Organ and Tissue Authority

(AG2011/2257)

ORGAN AND TISSUE AUTHORITY ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 31 AUGUST 2011

Application for approval of the Organ and Tissue Authority Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the Organ and Tissue Authority Enterprise Agreement 2011-2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] 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) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 September 2011. The nominal expiry date of the Agreement is 30 June 2014.



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Australian Government
Organ and Tissue Authority

Organ and Tissue Authority

Enterprise Agreement 2011 – 2014

Lodged: 26 August 2011

Nominal Expiry: 30 June 2014

Explanatory Note

This agreement does not affect an employee's entitlements, if any, contained in Commonwealth legislation (and regulations or instruments made under those Acts), including the following legislation (and any relevant legislation that comes into effect throughout the term of this agreement):

- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Guarantee (Administration) Act 1988;*
- *Superannuation Productivity Benefit Act 1988; and*
- *Fair Work Act 2009*

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Part 1—Scope of the Agreement

1. Title and operation

- 1.1 This agreement, made under section 172 of the Fair Work Act 2009, will be known as the Organ and Tissue Authority Enterprise Agreement 2011 – 2014 (referred to as “the Agreement”).

2. Objectives

- 2.1 This Agreement is framed taking into account the functions and role placed on the *Australian Organ and Tissue Donation and Transplantation Authority* (the Authority) and its core purpose and objectives as stated in the:

- (a) *Australian Organ and Tissue Donation and Transplantation Authority Act 2008 and*
- (b) *Australian Organ and Tissue Donation and Transplantation Authority Regulations 2009.*

- 2.2 The Objectives of this Agreement are to:

- (a) deliver a flexible and competitive employment framework to employees;
- (b) maintain a strong commitment to the health, safety and wellbeing of employees;
- (c) foster an environment of quality, high performing and innovative individuals and teams;
- (d) build and support effective systems and a diverse and skilled workforce to enable successful delivery of Australian Government priorities; and
- (e) in conjunction with the APS Values and Code of Conduct, support the Authority’s vision, mission and core values.

- 2.3 Further information on the Authority’s goals, priorities and values are available in the *Australian Organ and Tissue Donation and Transplantation Authority - Annual Report*.

3. Parties covered by this agreement

- 3.1 In accordance with section 53 of the *Fair Work Act 2009*, the persons covered by this agreement are:

- (a) the *Chief Executive Officer* (CEO), on behalf of the Commonwealth;
- (b) all *Organ and Tissue Authority* (OTA) employees employed under the *Public Service Act 1999* whose employment is covered by this agreement; and
- (c) the *Community and Public Sector Union* (CPSU), if Fair Work Australia has noted in its decision to approve that the Agreement covers the CPSU.

3.2 This Agreement covers the terms and conditions of both ongoing and non ongoing employees of the Authority but does not cover:

- (a) Senior Executive Service employees of the Authority
- (b) Persons whose salary is paid by another employer or government agency.

4. No Extra Claims Clause

4.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

5. Authority Policies, Procedures and Guidelines

5.1 The parties to this Agreement acknowledge that the employment provisions in this Agreement are administered in accordance with the Authority's policies, procedures and guidelines. Any policies, procedures or guidelines referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between the policies, procedures and guidelines, and the terms of this Agreement, the terms of this Agreement will prevail.

5.2 Issues regarding the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to [Part 9 Consultation and Dispute Resolution](#) of this Agreement.

5.3 The provisions of this Agreement should be read in conjunction with the National Employment Standards (NES).

5.4 In the case of any conflict between the provisions of this Agreement and the NES, the provisions of the NES will prevail.

6. Delegation

6.1 The CEO may, by written instrument, delegate any of his / her powers or functions under this Agreement.

7. Commencement and Duration

7.1 This Agreement will come into operation seven (7) days after the Agreement is approved by Fair Work Australia, and will remain in place until 30 June 2014.

8. Individual Flexibility Arrangement

8.1 The CEO 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 arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
- (b) the arrangement meets the genuine needs of the Authority and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the CEO and employee.

8.2 The CEO must ensure that the terms of the individual flexibility arrangement:

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

8.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

- 8.4** The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing — at any time.

Part 2—Supporting a Fair, Safe and Healthy Workplace

9. Commitment to a safe and healthy work environment

- 9.1 The Authority is committed to providing a safe and healthy work environment for all employees, including providing return to work opportunities for ill and injured employees, consistent with all legislative obligations. Further information is available in the Authority’s Occupational Health and Safety (OH&S) policy and agreement, made in consultation with employees and, where they choose, their representatives.

10. Health and Wellbeing

- 10.1 The Authority will encourage a culture that focuses on the health and wellbeing (both mental and physical) of employees, and an appropriate balance between work and personal life. Where possible the Authority will negotiate discount registration/membership fees for employees to join fitness or health clubs.

11. Environmental sustainability strategy

- 11.1 The Authority will continue to improve the environmental performance of its office operations through Authority strategies addressing issues such as improving energy and waste management, and developing strategies to improve sustainability of major refurbishments.

12. Workplace Diversity

- 12.1 The Authority is an inclusive organisation that values fairness, equity and diversity consistent with the APS Values and Code of Conduct.
- 12.2 The Authority will respect and value the diversity of its workforce, provide support and education to prevent and eliminate harassment and bullying, and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, and social origin, in accordance with our obligations under the *Fair Work Act 2009*.
- 12.3 This agreement and the Authority’s workplace diversity and anti-harassment initiatives, support and comply with the Authority’s obligations under Commonwealth anti-discrimination legislation and principles of reasonable adjustment.
- 12.4 The Authority will continue to develop and implement strategies to provide a sensitive and supportive working environment for Aboriginal and Torres Strait Islander staff that includes culturally responsive professional training, support and career development opportunities. The Authority is committed to ensuring that our workplace is culturally safe and supportive for all.

12.5 The Authority values the extensive skills, expertise and corporate knowledge held by mature age employees. To assist with retirement planning, employees aged 54 years and over may access financial advice assistance in line with [clause 43.1](#) of this agreement.

13. Employee Assistance Program (EAP)

13.1 The Authority will provide employees and their families with access to confidential, professional counselling to assist with work or personal issues through provision of an external EAP.

14. Use of taxis after hours

14.1 Approval for the use of taxis by an employee may be given by the CEO for after hours work as part of their overall OH&S responsibility.

14.2 **Further information** is available in the Authority's [HR Procedure Guide - Use of Taxis for after hours work](#).

15. Influenza vaccinations

15.1 The CEO will make appropriate arrangements for the provision of influenza vaccinations for employees on an annual basis.

16. Donating blood

16.1 The Authority recognises the importance of and supports employees in the practice of blood donation. Employees donating blood during working hours are not required to complete a leave application or to take flex leave, but are regarded as being on duty for the period of their absence

17. Eyesight testing

17.1 The Authority will provide for eyesight testing and reimbursement for prescribed eyesight correction to all employees (where not otherwise reimbursed under Medicare or private health insurance arrangements) who, as an integral part of their duties, are required to:

- (a) operate screen based equipment; and/or
- (b) undertake specialised work tasks which require particular visual acuity not normally required for general tasks (e.g. microscopy).

17.2 For other tasks which require particular visual acuity (other than screen-based work) the range of test, testing procedures and reimbursement levels will be set by the CEO for that function.

17.3 [Clause 42](#) of this agreement provides further details for reimbursement of costs for eyewear, eyesight testing and retesting.

17.4 Further information on eyesight testing is available in the [HR Procedure Guide - Eyesight Testing](#).

18. Review of workloads

18.1 Where an employee or group of employees believes their workload to be unmanageable they may request that an independent review be undertaken by the Authority.

Part 3—Balancing work and personal life

19. Preamble

19.1 All employees have a mutual responsibility for managing their working hours and patterns, including leave planning, flextime arrangements, and minimising exceptional hours where possible. The provisions below are designed to be sufficiently flexible for employees to meet business requirements and balance their personal needs.

20. Hours of work

20.1 Ordinary hours of work of full time employees

Ordinary hours of work for attendance and flextime purposes for full time employees are 150 hours (i.e.20 days) over the settlement period. This equates to an average of 7 hours 30 minutes per day.

20.2 Hours of work of part time employees

- (a) For part time employees, ordinary hours are those agreed in their part time work agreement within the provisions of [clause 21](#).
- (b) Part time employees are eligible to accrue flextime for the duty performed in excess of the agreed hours of duty over the settlement period. Refer to [clause 23.2](#) for additional duty provisions for part time employees.

20.3 Pattern of hours

- (a) The pattern of hours by which employees meet their ordinary hours of duty is a matter of agreement between the CEO and the employee. However, an employee is not expected to work more than:
 - (i) Nine (9) hours and 30 minutes ordinary time on any day; and
 - (ii) Five (5) consecutive hours without a meal break of at least 30 minutes.
- (b) Where this does occur, the additional duty and time in lieu provisions of this agreement and meal allowance provisions may apply.

20.4 Working patterns

- (a) In discussing working patterns, other issues on which the CEO and employees should reach agreement include:
 - (i) in what, if any, exceptional circumstances large flex credits may be cashed out at ordinary time rates;
 - (ii) the maximum period of flex leave which may be taken in the settlement period;

- (iii) the period of time in which all employees are required to attend, if any, to apply to the team or work area; and
- (iv) any other relevant issues for the team or work area.

20.5 Insufficient work

The CEO may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, the CEO may require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.

20.6 Operation of the bandwidth

(a) Bandwidth

The bandwidth of hours in which an employee may work their ordinary hours are 7am to 7pm Monday to Friday. The Authority's business hours for the public are 8.30am to 5.00pm Monday to Friday (or as otherwise agreed between the CEO and employee).

(b) Agreed work outside bandwidth

Where an employee requests to work outside this bandwidth, e.g. on Saturday or Sunday, he or she may do so with the agreement of the CEO. Any hours worked on this basis will be considered ordinary hours and not attract additional duty.

20.7 Recording attendance

APS 1 to APS 6 employees are required to record their working hours.

20.8 Further information about managing working hours is available in the Authority's [*HR Policy - Hours and Patterns of Work*](#).

21. Part time work

21.1 Hours of work

A part time employee is one who:

- (a) regularly works less than full time ordinary hours; and
- (b) has reasonably predictable hours of work.

21.2 Part time conditions

Conditions will be calculated on a pro rata basis, apart from allowances of a reimbursement nature, where a part time employee will receive the same amount as a full time employee.

21.3 Variation in hours

- (a) A part time employee may not vary their hours for a period of one (1) week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with the CEO.

- (b) Details of the operation of the flextime provisions for part time employees are provided at [clause 22](#).

21.4 Further information on part time work provisions is available in the Authority's [HR Procedure Guide - Part Time Work](#).

22. Flextime Scheme

22.1 Flextime is a system of flexible working hour's arrangements that enables employees and the CEO to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and the Authority.

22.2 APS 1-6

- (a) APS 1-6 employees are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract additional duty.
- (b) Employees should not carry a flextime credit of more than one (1) standard week from one settlement period to the next.

22.3 Cash out of credits exceeding 37.5 hour

At the end of a settlement period, flex credits exceeding 37.5 hours may be cashed out at ordinary time rates where, due to organisational requirements, the CEO cannot envisage an opportunity for the employee to use these credits in the settlement period. Where the CEO has authorised cashing out of excess credits, they will be required to advise the Human Resources Team of such authorisation in writing.

22.4 Flex debit balance

- (a) Employees may carry over a maximum of ten (10) hours flex debit accumulated in any settlement period into the next settlement period.
- (b) In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period.

22.5 Flex balances at cessation

Prior to cessation of employment, the CEO should provide opportunities to enable employees to balance any flex credits or debits. Employees should also take all reasonable steps to balance their flex debit or credit. Where any flex credits are outstanding at cessation of employment with the Authority these should be paid to the employee at ordinary rates.

22.6 Reversion to standard day

Where an employee has failed to comply with the provisions of flextime, the CEO may remove that employee from flextime for a specified period and the employee member will revert to working the standard day. Access to flexible working arrangements will be restored where the CEO is satisfied that the employee will maintain satisfactory attendance patterns.

23. Additional Duty and Time off in Lieu (TOIL)

23.1 Additional Duty - APS 1-6

APS 1-6 level employees are eligible for additional duty where they are required by the CEO to:

- (a) perform work outside the bandwidth (inclusive of weekends and public holidays); or
- (b) work in excess of nine (9) hours and 30 minutes on any one (1) week day (Monday to Friday inclusive)

whichever occurs first.

23.2 Additional Duty - Part time employees - APS 1-6

- (a) Part time employees at the APS 1-6 level are eligible for additional duty for work performed at the direction of the CEO which is:
 - (i) not continuous with the employee's agreed or specified hours of work; and/or
 - (ii) beyond the total ordinary hours of work over the settlement period specified in the employee's part time work agreement.
- (b) A part time employee who has not elected to receive flextime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for additional duty.

23.3 TOIL - APS 1-6

- (a) TOIL is the preferred form of recompense for all additional duty, subject to the provisions of this section.
- (b) Where additional duty is worked, TOIL is calculated at the following rates:
 - (i) Monday to Saturday: time and one half.
 - (ii) Sunday: double time.
- (c) Ordinary time rate is calculated using the following formula:

| |
|--|
| $\frac{\text{Annual Salary} \times 12}{313}$ $\text{Normal fortnightly hours}$ |
|--|

23.4 Requests to work outside bandwidth

Where an employee requests to work outside the bandwidth, and this is approved by the CEO, it shall be considered as ordinary duty, and will not attract additional duty.

23.5 Travel not to count

Time spent travelling to or from work will not count as part of an additional duty attendance.

23.6 Public holidays

Where additional duty is worked on a public holiday which falls on a weekday, TOIL is calculated at double time for duty outside of a standard day (for full time employees) or the agreed pattern of hours (for part time employees). For duty within a standard day or agreed pattern of hours for part time employees, TOIL will be calculated at single time as employees are already being paid for the public holiday.

23.7 Additional duty during annual closedown

Employees required to perform additional duty during the annual closedown will be entitled to TOIL calculated at time and a half, consistent with the minimum payment provisions at [clauses 23.9 and 23.11](#)

23.8 Payment for additional duty

The CEO will authorise the payment of additional duty in circumstances where, due to the nature of work and/or the significant additional duty performed, it is unlikely that a employee will be able to take TOIL within two (2) months of the additional duty having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the additional duty. Where payment of additional duty is authorised, the payment will be calculated using the rates set out in [clause 23.3\(b\)](#).

23.9 Non-continuous duty

Where a period of additional duty is not continuous with ordinary duty, the minimum additional duty payment is four (4) hours at the relevant rate. Where the period of additional duty is greater than four (4) hours, payment will be made for the actual period worked at the relevant rate.

23.10 Continuous duty

Additional duty is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and additional duty.

23.11 Multiple attendance

Where more than one (1) attendance is involved, the minimum additional duty payment provision will not operate to increase an employee's additional duty payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.

23.12 TOIL - Executive Levels and equivalents

- (a) Executive Level employees have an important role in assisting the Authority to achieve its outputs. In recognition of this, remuneration for these categories of employees already includes:
 - (i) that hours of duty for this group are not regular or categorised for the purposes of additional duty or ordinary duty; and
 - (ii) the special demands expected of this group.
- (b) At the CEO's discretion, TOIL may be approved for work performed:
 - (i) in excess of 8.5 hours on any one day;
 - (ii) on a weekend or public holiday; or
 - (iii) during annual closedown.
- (c) The provisions for TOIL as outlined in this clause do not alter the ordinary hours of full-time Executive level employees.

23.13 Further information on additional duty and TOIL is available in the [HR Procedure Guide - Additional Duty and TOIL Guideline](#).

24. Public holidays

24.1 Employees will be entitled to the following public holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (g) Christmas Day (25 December);
- (h) Boxing Day (26 December);
- (i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

- 24.2** If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 24.3** The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 24.4** An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- (a) Where a public holiday during a period when an employee is absent on leave (other than Annual or paid Personal/Carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

24.5 Entitlement to be absent from employment on public holiday

- (a) Subject to subsections (b) to (d), an employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (b) The CEO may request an employee to work on a public holiday if the request is reasonable.
- (c) If the CEO requests an employee to work on a public holiday, the employee may refuse the request if:
- (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be considered:
- (i) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that the employer might request work on the public holiday;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the employer when making the request;

(vii) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;

(viii) any other relevant matter.

24.6 Payment for absence on public holiday

- (a) If, in accordance with this Provision, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
- (b) If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

24.7 Cultural or religious holidays substitution scheme

The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

25. Closedown periods

25.1 Christmas closedown

- (a) The Authority will close its normal operation from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- (b) 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. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay)
- (c) There will be no deduction from Annual or Personal/Carer's leave credits for the closedown days.

25.2 Part Time employees

Part time employees normally not working on the days of the week on which annual closedown and early stand down occur will not be entitled to alternative time off duty.

26. Working from home

26.1 Working from home

An employee and the CEO may agree to the employee working from home on either a regular, temporary or intermittent basis.

26.2 **Further information** on home based work arrangements is available in the Authority's [*HR Procedure Guide - Home Based Work*](#).

27. Flexible work arrangements for parents

27.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the CEO may waive this requirement in exceptional circumstances).

27.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- (a) is a long term casual employee immediately before making the request; and
- (b) has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined as S.12 of the Fair Work Act 2009

27.3 A request made in accordance with clause (a) must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

27.4 For the purposes of the clause:

- (a) 'qualifying service' means service that is recognised for redundancy pay purposes;
- (b) 'casual' means an employee engaged on a irregular or intermittent basis.

Part 4—Remuneration

28. Salary increases

- 28.1 Employees will receive a 3% increase in base salary upon commencement of the Agreement, with further increases of 3% from 2 August 2012 and 1 August 2013.

29. Salary rates

29.1 Salary tables

Salary rates during the life of this agreement are specified in [Schedule B](#).

29.2 Junior salary rates

Employees who are younger than 21 years of age and who are employed as an APS 1 will be paid the following percentages of the minimum APS 1 salary range:

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

29.3 Part time employees

Remuneration for part time employees will be calculated as a pro rata of the appropriate salary rate indicated at [Schedule B](#), based on the proportion of hours worked in comparison to full time hours.

29.4 Casual employees

- (a) Non-ongoing employees who are engaged for duties that are irregular or intermittent (commonly referred to as ‘casual’ employees) receive a loading of 20 per cent in lieu of paid leave, other than long service leave, and public holidays not worked.
- (b) Long service leave is accrued in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

30. Payment related matters

30.1 Payment of salary

Employees will be paid fortnightly, based on the following formula:

| |
|--|
| $\frac{\text{Annual Salary} \times 12}{313}$ |
|--|

30.2 Method of salary payment

Payment will be made by electronic funds transfer (EFT) into a financial institution account of the employee's choice.

31. Salary payable on engagement, promotion and movement

31.1 Unless otherwise determined by the CEO (having regard to experience, qualifications and skills) where a person is:

- (a) promoted or engaged, salary will be payable at the minimum pay point of the relevant salary range;
- (b) transferred at level on an ongoing or temporary movement basis from another APS agency and:
 - (i) their salary is above the top pay point of the relevant range as stated at [Schedule B](#), they will be paid at the top pay point; or
 - (ii) their salary is below the top pay point of the relevant range as stated at [Schedule B](#), but not aligned with a pay point in the range, their salary will be paid at the next highest pay point in that range.

31.2 **Correction to salary on commencement** - The CEO may determine the correct pay point to apply to a person's salary on commencement to correct any anomaly or misunderstanding that may have occurred.

32. Salary advancement

32.1 Within classifications

- (a) Salary point advancement within a classification level will be based on the achievement of a performance rating of "satisfactory" or better (as defined in the Authority's [HR Procedure Guide - Performance Development Scheme](#)).
- (b) APS Level 1 employees will advance a salary point on their birthday when on age-related salary rates.

32.2 Ongoing employees

Salary advancement within all classification levels will generally occur from the beginning of the first full pay period commencing on or after 1 August each year, subject to:

- (a) completion of the requirements of the Performance Development Scheme (PDS); and
- (b) performance of duties at the employee's substantive level or above, within the Authority, for an aggregate of six (6) months or more within the PDS planning cycle ended 30 June; and
- (c) achievement of a performance rating in accordance with the Authority's [HR Procedure Guide - Performance Development Scheme](#) at the end of the PDS planning cycle; or
- (d) the advancement provisions applying to specific groups of employees as outlined in this section.

32.3 Non-ongoing employees

Non-ongoing employees will be eligible for salary advancement where they have been engaged at the same classification to perform the same duties continuously for six (6) months during the PDS cycle. Non-ongoing employees are subject to the same qualifying ratings under the PDS guidelines as ongoing employees.

32.4 Higher duties advancement

- (a) In accordance with the PDS salary advancement arrangements, where an employee has been temporarily reassigned duties at a higher classification for a period aggregating six months or longer during the PDS cycle, the employee will be eligible for salary advancement for the purposes of future or continuing Higher Duties Allowance (HDA), subject to a performance rating in accordance with the Authority's [HR Procedure Guide - Performance Development Scheme](#). Where HDA periods have been at different levels, progression will only occur to the HDA level closest to the employee's substantive level, unless the person has acted for three months or more at a higher classification level.
- (b) Employees on short term HDA remain eligible for advancement within their substantive classification level, subject to meeting the requirements of the PDS.

33. Superannuation Payments

33.1 Employer Superannuation Contributions

- (a) The Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- (b) Where an employee has chosen an accumulation superannuation fund other than PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause

does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

Note: At the time of commencement of this Agreement the rate of PSSap employer contribution is 15.4 percent.

- (c) Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- (d) The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or contributions to be paid through fortnightly electronic funds transfer using a file generated by the Authority's payroll system.
- (e) Any fees associated with Electronic Funds Transfer will be borne by the Authority. Any other fees applied by a chosen fund associated with the administration of superannuation contributions via Super Choice will be borne by the employee.

33.2 PSSap and Super Choice: salary for superannuation purposes

- (a) The salary for superannuation purposes for PSSap members or those who elect to access another fund under Super Choice will be calculated based on the employee's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992*, excluding the minimum payment cap and continuing payments for employees 75 years or older.
- (b) Additional employer contributions will be made on amounts which are salary sacrificed (as if the salary packaging arrangements had not been entered into) or received for paid maternity leave consistent with Part 2 Division 2 clause 2.2.4 of the PSSap Deed.

33.3 Treatment of allowances

A table indicating the treatment of allowances for superannuation purposes is at [Schedule C](#).

34. Salary packaging

34.1 Employees may access salary packaging, and may package up to one hundred per cent of salary.

34.2 No effect on salary for other purposes

Where employees take up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

34.3 Employees to pay any fringe benefits tax incurred

Any fringe benefits tax incurred by individual employees as a result of his or her salary packaging arrangement will be met by the individual employee on a salary sacrifice basis.

34.4 In-house administration - salary packaging superannuation

The Authority will provide access to in-house administration of salary packaging of superannuation (rather than through an external provider). The eligible fund must be able to receive electronic funds transfer using a file generated by the Authority's payroll system.

34.5 Further information on salary packaging is available in the Authority's [*HR Policy - Salary Packaging*](#).

Part 5—Allowances and Reimbursements

35. Higher Duties Allowance (HDA)

35.1 To be recommended for payment of HDA, an employee must have been rated in his or her substantive position or above, in accordance with the *PDS Performance Guide*, under the most recent PDS assessment (i.e. the mid or end of cycle review), or where the CEO otherwise certifies that the employee should fill the position, including for developmental purposes.

35.2 Period of HDA attracting payment

- (a) Where an employee is performing higher duties for a continuous period of more than five (5) working days, HDA is payable from the first day of the period of acting.
- (b) Unless all employees of the relevant team agree, the CEO will not divide periods of HDA into periods of less than six (6) working days.

35.3 Level of payment

- (a) Where an employee is to be paid HDA, the employee will be paid at the pay point nominated by the CEO, in consultation with the relevant employee, and recognising that there is an opportunity for the employee to be paid above the minimum pay point within the salary range of the higher position.
- (b) The pay point attained through salary advancement in previous periods of HDA at that classification level will be at least maintained.

35.4 Payment for partial performance

Where the full duties of the position are not being undertaken the employee and the Authority may agree to payment at a point in a classification below that of the higher duties position.

35.5 HDA and Senior Executive Service (SES) positions

Where an employee has been temporarily assigned duties at an SES level, the CEO may determine a higher rate of remuneration for the period of the temporary assignment.

35.6 Public holidays or leave

An employee on HDA who is granted paid leave or who observes a public holiday will continue to receive HDA, payable having regard to the provisions of this section, during his or her absence. HDA will not be paid beyond the date on which the employee would have ceased the period of acting had he or she not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro rata basis.

35.7 **Further information** on temporary reassignment of duties and HDA is available in the Authority's [*HR Procedure Guide - Temporary Reassignment of Duties*](#).

36. Travel Allowance

36.1 Travel rates and costs

Current rates for travel related allowances are listed in the [*Finance Business Rule - Travel*](#). The CEO will review and adjust as necessary Travel Allowance (TA) rates on 1 July each year.

36.2 Travel in excess of three weeks

Where an employee is required by the Authority to work away from their usual place of work on official business for a period in excess of three weeks, it is expected that the CEO and the employee will negotiate an agreed package of assistance to meet the additional costs incurred as a result of the employee being temporarily relocated.

36.3 Additional payment where excess costs incurred

The CEO will generally, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance. Where possible, prior approval should be obtained by the employee before incurring the expense.

36.4 Part day travel

An employee who is required to be absent from his or her usual place of work on official business for a period of not less than ten (10) hours, but is not absent overnight, will be paid an allowance in accordance with the [*Finance Business Rule – Travel*](#) for each absence.

36.5 Illness while travelling

Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, return journey costs will be provided to the employee on their return home.

36.6 Recognition of travel time

- (a) Where an APS 1-6 is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken for the employee to travel to and from their regular place of work, will be recorded as work hours.
- (b) Travel outside the bandwidth undertaken by APS 1-6 will be claimed as travel time in lieu at single time rates.

37. Motor vehicle allowance

37.1 Motor Vehicle Allowance (MVA) is payable where an authorised employee is approved to use a private or personally hired car for official purposes.

37.2 Where an employee seeks, and is approved to use, a private vehicle instead of the most efficient means of travel as determined by the Authority, the reimbursement will not exceed the cost of the most efficient means of travel.

38. Restriction allowance

38.1 Overview

Where the CEO requires that an employee be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a restriction allowance as follows:

- (a) An employee restricted for a period of seven (7) calendar days will receive an allowance of \$275 per week.
- (b) An employee restricted for a period of less than seven (7) calendar days will receive a proportional rate based on the number of hours restricted outside the bandwidth.

38.2 Restriction on public holidays

Where an employee is restricted for any period that includes a public holiday, they will receive payment in addition to salary of \$50 for each public holiday occurring within the period of restriction.

38.3 Restriction during annual closedown

Where an employee is restricted on any of the three (3) working days of annual closedown between Christmas Day and New Year's Day they will receive payment in addition to salary of \$50 for each day of annual closedown within the period of restriction.

38.4 Ineligible employees

Executive Level employees (and equivalents) and casual employees are generally ineligible to receive restriction allowance payments. In exceptional circumstances the CEO may approve restriction allowance payments for these employees.

38.5 Place of work

A restricted employee who is required to perform additional duty may be required to work at his or her usual workplace or at another designated place, including their home. Duties may include provision of advice, the management of other employees, or work over the phone.

38.6 Non payment

Payment of restriction allowance will not be made to an employee who does not remain contactable or at the required degree of readiness to perform additional duty.

38.7 Additional duty

- (a) Where an employee restricted under the provisions of this Clause is required to perform additional duty, but is not required to be recalled to work, additional duty payment will be made subject to a one (1) hour minimum payment.
- (b) Where an employee restricted under the provisions of this Clause is recalled to duty at a place of work, additional duty payment will be made, subject to a three (3) hour minimum payment.

39. Meal break allowance

- 39.1 If an employee is required to work additional duty for a continuous period of at least one (1) hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance in accordance with the Authority's [HR Procedure Guide - Additional Duty and TOIL](#). For the purposes of this clause a meal period is:

| DAY | BREAKFAST | LUNCH | DINNER |
|------------------------------------|------------------|-------------------|------------------|
| Monday – Friday | 6.30am to 7.00am | N/A | 7.00pm to 7.30pm |
| Saturday, Sunday & Public Holidays | 6.30am to 7.00am | 12.30pm to 1.30pm | 7.00pm to 7.30pm |

39.2 CEO discretion

Where additional duty is worked for long periods and does not coincide with designated meal periods, the CEO has the discretion to authorise payment of a meal allowance.

40. Workplace responsibility allowances

- 40.1 First aid officers - Where an employee possesses the required qualifications for first aid at the minimum accreditation standard of Senior First Aid Certificate (Level 2 or equivalent), has continuing expertise commensurate with that training, and is appointed as a first aid officer by the CEO, they will be paid a weekly allowance in accordance with the Authority's [First Aid policy](#).
- 40.2 Fire wardens - Where an employee has successfully undertaken relevant fire warden training and is appointed as a fire warden by the CEO, they will be paid a weekly allowance in accordance with the Authority's [HR Procedure Guide – Fire Warden Responsibilities](#).
- 40.3 Workplace harassment contact officers - Where an employee has successfully undertaken the relevant training and is appointed as a workplace harassment contact officer by the CEO, they will be paid a weekly allowance in accordance with the Authority's [HR Procedure Guide – Workplace Harassment Contact Officer Responsibilities](#).

41. Disruption allowance

41.1 Definition of disruption

Where building or other disruptive activities are being undertaken in a particular office location, the Authority will take steps to ensure that this causes minimal disruption to employees, including, but not limited to, moving employees to temporary accommodation, allowing short breaks from work, or temporarily providing equipment or facilities to improve conditions.

41.2 Payment of allowance

Where the effects of the disruption persist, the CEO may determine that an allowance be payable to affected employees to compensate them for the inconvenience, with the rate and period of payment to be determined according to the circumstances and in consultation with employees and, where they choose, their representatives.

42. Reimbursement - Eyesight testing, retesting and eyewear costs

42.1 Eyesight testing

The Authority will pay the full cost of the initial testing. If an employee is referred by the person conducting the initial test to an ophthalmologist for a condition related to the purpose for which they are being tested, this referral will also be paid by the Authority.

42.2 Eyesight retesting

Employees are entitled to retesting at two (2) yearly intervals unless symptoms occur which indicate that further testing is necessary. Employees applying for testing more frequently than two (2) yearly intervals should support their application with medical evidence.

42.3 Reimbursement of eyewear costs

Where spectacles are prescribed specifically for use with screen-based equipment, the Authority will reimburse up to:

- (i) \$100 for single vision spectacles; and
- (ii) \$165 for bi-focal, multi-focal or tri-focal spectacles.

42.4 Visual correction that is recommended for general use, such as reading and driving, will not be reimbursed.

42.5 [Clause 17](#) of this agreement provides further details in relation to Eyesight Testing.

42.6 **Further information** on eyesight testing is available in the [HR Procedure Guide - Eyesight Testing](#).

43. Reimbursement - Financial advice

43.1 To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement, may access financial assistance in

the form of a one off reimbursement payment up to a total maximum of \$500 (inclusive of GST) to obtain financial advice from a registered financial advisor.

44. Reimbursement - Loss of, or damage to, clothing or personal effects

44.1 Where an employee incurs loss of, or damage to, clothing or personal effects, and this loss or damage can be reasonably associated with the employee's performance of their duties, the CEO shall authorise reimbursement.

44.2 **Further information** on reimbursement for loss of, or damage to, clothing or personal effects is available in the Authority's [HR Procedure Guide - Loss, or Damage to, Clothing or Personal Effects](#).

45. Reimbursement - Travel clothing costs

45.1 Where an employee is required to travel on official business to a locality which has a climate greatly different from their usual place of work (for example, tropical to temperate, or temperate to tropical), they may make an application to the CEO for reimbursement of reasonable costs of clothing bought for the trip. The CEO will have regard to the prevailing climate conditions, at both locations, and the frequency of travel of the employee.

46. Recognition and Treatment of allowances

46.1 Information on the recognition (for particular purposes) of allowances provided for in this agreement is at [Schedule C](#).

Part 6— Leave

47. Preamble

- 47.1 The Authority provides access to a flexible range of options for paid and unpaid absences from work that assist employees to balance work with other personal priorities

48. General leave conditions

48.1 Non-approval of leave

Where an employee has had a formal application for leave rejected, the CEO will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The CEO, the employee and, where the employee requests, a support person will meet to consider alternative arrangements if required.

48.2 Balances and record keeping

All accrued leave entitlements will be expressed and deducted in hours and minutes.

48.3 Absences on compensation leave

Where an employee is absent on compensation leave, the CEO is required to consult with the Human Resources Team prior to approval of applications for other forms of leave.

48.4 Recall to duty

The Authority will not unreasonably cancel approved leave or recall employees to duty while on leave. In such circumstances the CEO will approve reimbursement toward travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the employee took reasonable precautions to avoid such expenses.

49. Recognition of prior service

49.1 Portability of leave

- (a) Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- (b) Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.

- (c) Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the CEO may, at the employee's request, recognise any accrued Annual leave and Personal /carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.
- (d) For the purposes of this clause:
 - 'APS employee' has the same meaning as the *Public Service Act 1999*
 - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

49.2 Other non-APS Commonwealth bodies

The CEO may approve the transfer of accrued annual leave liabilities and personal/carer's leave for employees from non-APS Commonwealth authorities, provided there is no break in continuity of service. This provision will not apply where a redundancy payment was received by the employee.

50. Annual leave

50.1 Preamble

The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual, and that leave planning is an integral part of work planning and task allocation for the Authority. The timing and duration of annual leave is to be mutually agreed between the employee and the CEO unless the leave is for health and/or safety reasons.

50.2 Entitlement

- (a) Employees are entitled to 150 hours (i.e. 20 days) or the part-time equivalent, for each full year worked. Annual leave will accrue and be credited daily.
- (b) The taking of annual leave is subject to the approval of the CEO; such consent will not be withheld unreasonably.

50.3 Effect of leave without pay

Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:

- (a) where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
- (b) where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay is deducted from the number of calendar days to count as service in the formula at [clause 50.4](#); and
- (c) where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

50.4 Entitlement calculation

- (a) Annual leave credits for all eligible employees will be calculated using the following formula:

$$(A/B \times 150) (C/D) = E$$

Where:

A = Calendar days in the month

B = 365 calendar days (366 in leap year)

C = Monthly hours from employees work schedule

D = Monthly hours from full time work schedule

E = Credit

150 = Basic annual credit of four weeks expressed in hours

- (b) Each period of service that has different weekly hours, is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.

50.5 Direction to take annual leave

- (a) Employees that have more than 300 hours (i.e. 40 days), or the part time equivalent, annual leave credit may be directed to take annual leave.
- (b) The employee may be directed to be on leave (and be absent from the workplace) for a period of time equivalent to the amount of annual leave credits required to reduce the annual leave credit to 300 hours (i.e. 40 days) or the part time equivalent.
- (c) The employee must take annual leave if directed to do so.
- (d) Further information on direction to take leave is available in the Authority's [*HR Procedure Guide - Direction to Take Leave.*](#)

50.6 Transitional arrangements

An employee with an annual leave credit greater than two (2) years leave credit on:

- (a) commencing duty in the Authority; or
- (b) returning to work following a long term absence due to illness or injury; or
- (c) resuming duty following a graduated return to work.

will have a period of 12 months to take sufficient leave to reduce his or her credit down to the equivalent of two years credit or less.

50.7 Annual leave at half pay

Employees may take annual leave at either full or half pay. The minimum absence of leave on half pay is two working days, with further absences in multiples of two days.

50.8 Public holidays during leave

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

50.9 Payment of annual leave on termination

Access to payment in lieu of unused accrued annual leave is available to employees when their APS employment is terminated.

50.10 Calculation

- (a) Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

50.11 Special availability

Without limiting the general entitlement under [clause 50.2](#), an employee may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.

51. Personal/Carers leave

51.1 Accrual – ongoing employees

On engagement, an ongoing employee will be credited with personal/carers leave of 18 days (135 hours) or the part time equivalent. A further 18 days (135 hours) or the part time equivalent will accrue on an ongoing basis at the completion of each 12 month period of service, and will accumulate from year to year.

51.2 Part Time ongoing employees

Part time employees credits will be calculated using the following formula:

$$A \times 3.6 = B$$

Where:

A = weekly hours on the date of accrual

B = credit

51.3 Deferral of accrual for ongoing employees

Where 'leave without pay not to count as service' has been granted in the accrual year, personal/carers leave accrual will be deferred as follows:

- (a) where aggregated full day absences total 30 calendar days or less, the accrual is not affected;
- (b) where aggregated full day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each 30 calendar day period.

51.4 Non-ongoing employees

Non-ongoing employees are entitled to 18 days personal/carers leave (135 hours) per year, accruing daily and credited at the completion of each calendar month.

51.5 Effect of leave without pay for non-ongoing employees

Personal/carers leave will not accrue for periods of leave without pay which do not count as service, which exceed an aggregate of 30 calendar days within any one calendar year.

51.6 Non - ongoing credits

Personal/carers leave credits for non-ongoing employees will accrue progressively during a period of service and will be calculated and credited at the end of the calendar month, using the following formula:

$$(A/B \times 135) (C/D) = E$$

Where:

A = Calendar days in the month

B = 365 calendar days (366 in leap year)

C = Monthly hours from employees work schedule

D = Monthly hours from full time work schedule

E = Credit

135 = Basic annual credit of eighteen days expressed in hours

51.7 Advice of absence

Employees must advise their immediate supervisor or the Human Resources Team as soon as possible of their absence or their intention to be absent.

51.8 Use of leave

It is expected that personal/carers leave will be granted to an employee by the CEO in the following circumstances:

- (a) where the employee is ill or injured;
- (b) to care for members of his or her family or household who are ill;
- (c) where a member of their family or household is injured or affected by an unexpected emergency;
- (d) for compelling personal reasons, including family responsibilities; or
- (e) to attend preventative health consultations for self and/or those in employee's care.

51.9 Family responsibilities

For the purposes of personal/carers leave, 'family responsibilities' shall mean responsibilities of the employee for any person who is clearly dependent on the employee for care, support and attention.

51.10 Public holidays during leave

Personal/carers leave will not be debited where an employee is medically unfit for duty or required to undertake carer's responsibilities on a public holiday which the employee would otherwise have observed.

51.11 Medical or other evidence

- (a) Unless otherwise agreed by the CEO, no more than two (2) consecutive days of personal/carers leave may be taken without satisfactory medical or other evidence.
- (b) Unless otherwise agreed by the CEO, where there are more than 10 days personal/carers leave taken in the preceding 12 month period without satisfactory medical certification, the employee must provide medical evidence on each subsequent occasion personal/carer's leave taken.
- (c) Medical certificates from registered health practitioners will be accepted for the purpose of personal illness or injury, unless the Authority has sought independent medical advice resulting in a different diagnosis and/or prognosis. Where it is not practicable to provide a medical certificate, a statutory declaration made by the employee will be accepted.

51.12 Conversion to half pay

The CEO may approve the conversion of personal/carers leave to half pay for an employee for a specified absence where warranted.

51.13 Unpaid personal/carers leave

- (a) A minimum two (2) days per occasion (a permissible occasion) of unpaid personal/carers leave will be granted where paid personal/carers leave credits are exhausted.
- (b) An employee may take the period of leave as a single period of two (2) days or any separate period where agreed by the CEO and employee. Continuous unpaid personal/carers leave to a total of 26 weeks will count as service for all purposes. Any further continuous periods of unpaid personal/carers leave will not count as service except for long service leave purposes.
- (c) For the purpose of this clause, a permissible occasion is an one where a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

51.14 Reappointment after invalidity retirement

An employee, who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, and the *Superannuation Act 1990*, is entitled to be credited with personal/carers leave equal to the balance of personal/carers leave at the time of termination.

51.15 Use of personal/carers leave during other forms of leave

- (a) Employees who are medically unfit or are required to undertake carer's responsibilities for more than one (1) day while on recreation or long service leave and who produce satisfactory medical evidence, may apply for personal/carers leave. Annual and long service leave will be re-credited to the extent of the period of personal/carers leave granted.
- (b) An employee is unable to access personal/carers leave while on paid parental leave.

51.16 Payment on termination

Unused personal/carers leave will not be paid out on termination of employment.

51.17 Further information

Further information on Personal/Carers leave is available in the Authority's [*HR Policy – Personal/Carers Leave*](#).

52. Compassionate leave

52.1 Ongoing and non-ongoing employees will be granted two (2) days paid compassionate leave on each occasion that a member of his or her family, or household, contracts or develops:

- (a) 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.

52.2 The employee may take the period of leave as a single period of two days or any separate period which the CEO and employee agree.

52.3 The Authority may require the employee to provide evidence of the illness, injury or death in support of the request for leave.

52.4 Employees engaged for irregular or intermittent work, such as casual employees will be entitled to two days unpaid compassionate leave.

53. Bereavement leave

53.1 The CEO may grant one (1) further day of leave with pay to an employee on the occasion of the death of a member of the employee's family or household, close

friend, partner or a person who was clearly dependant on the employee for care, support and attention.

53.2 These clauses operate in conjunction with the provisions of the applicable National Employment Standards provisions of the *Fair Work Act 2009*.

54. Community service leave

54.1 Meaning of eligible community service activity

- (a) Each of the following is an eligible community service activity:
- (i) jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or
 - (ii) carrying out a voluntary emergency management activity (within the meaning of subsection 109(2) of the *Fair Work Act 2009*).
- (b) If the Fair Work Regulations prescribe an activity as an eligible community service activity, it will be treated as such for the purposes of this Clause.

54.2 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
- (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity;
 - (iv) regular training or ceremonial leave; and
 - (v) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.

54.3 Notice and evidence requirements

- (a) **Notice** - An employee who wants an absence from his or her employment to be covered by this Clause must give the CEO notice of the absence.

The notice:

- (i) must be given to the CEO as soon as reasonably practicable (which may be a time after the absence has started); and
 - (ii) must advise the CEO of the period, or expected period, of the absence.
- (b) **Evidence** - An employee who has given the CEO notice of an absence under subsection (a) must, if required by the CEO, give the CEO evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

- (c) **Compliance** - An employee's absence from his or her employment is not covered by this Clause unless the employee complies with this sections requirement regarding notice.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

54.4 Payment to employees (other than casuals) on jury service

- (a) This section applies if:
 - (i) in accordance with this Provision, an employee is absent from his or her employment for a period because of jury service; and
 - (ii) the employee is not a casual employee.
- (b) Subject to [clauses 54.1, 54.2 and 54.3](#), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

- (d) If, in accordance with [clause 54.3](#), the employer requires the employee to give the employer the evidence referred to in that subsection:
 - (i) the employee is not entitled to payment under subsection 46.4 unless the employee provides the evidence; and
 - (ii) if the employee provides the evidence—the amount payable to the employee under [clause 54.4](#) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
 - (i) the employer is only required to pay the employee for the first 10 days of absence; and
 - (ii) the evidence provided in response to a requirement under [clause 54.3](#) need only relate to the first 10 days of absence; and
 - (iii) the reference in sub-clause (i) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

55. War service sick leave

55.1 Entitlement

Employees will generally be granted war service sick leave while unfit for duty because of a war-caused condition.

55.2 Meaning of war caused condition

A war-caused condition means an injury or disease of an employee that has been determined under the *Veteran's Entitlements Act 1986* to be war-caused or defence-caused.

55.3 Credit

Employees will accrue a credit of nine (9) weeks on commencement in the APS and an annual credit of three (3) weeks for each year of APS service. Unused credits will accumulate to a maximum of nine (9) weeks.

56. Defence reservists leave

56.1 Leave for ADF Reserve and Continuous Full Time Service or Cadet force obligations

- (a) An employee may be granted leave (without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

- (b) An employee is entitled to ADF Reserve leave with pay, for up to four (4) weeks during each financial year for the purposes of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
 - (i) During the employee's first year of ADF Reserve service, a further two (2) weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (ii) With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years, to enable the employee to undertake training as a member of the ADF Reserves.
 - (iii) Employees are not required to pay their tax free ADF Reserve salary to the Authority in any circumstances.
- (c) Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- (d) Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

- (e) Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and / or changed.

56.2 Further information on Defence Reservists Leave is available in the Authority's [*HR Procedure Guide – Leave - Defence Reserve*](#).

57. Miscellaneous leave

57.1 Intention

The intention of miscellaneous leave is to provide flexibility to the CEO and employees by providing leave that may be made available, either with or without pay, for a variety of purposes.

57.2 Granting leave

Miscellaneous leave may be granted by the CEO, having regard to the operational needs of the Authority, including for purposes that the CEO considers to be in the interests of the Authority.

57.3 Conditions

Leave may be granted:

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

57.4 Miscellaneous leave for cultural observance

- (a) The Authority recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow employees to meet obligations and participate in activities, two (2) days leave with pay each year will be granted to participate in NAIDOC Week activities or other cultural or ceremonial events under the miscellaneous leave provisions; and
- (b) three (3) months unpaid leave each year under the miscellaneous leave provisions to all employees for cultural, ceremonial and NAIDOC purposes.

57.5 Not to count as service

Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:

- (a) leave for personal and development training; and
- (b) leave for non APS employment which is in the interests of the Authority.

57.6 Unauthorised absences

Periods of unauthorised absence do not count as service for any purpose. Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement (e.g. flextime) will cease to be available until the employee

resumes duty or is granted leave. Where flextime no longer applies, the employee will revert to standard day.

57.7 To count as service

(a) In order for absence on miscellaneous leave without pay for:

- (i) personal and development training; and
- (ii) leave for non APS employment which is in the interest of the Authority

to count as service for personal and long service leave, the employee must resume duty with the Authority at or before the expiration of the leave.

57.8 Return to duty

On return to duty, leave credits will be calculated and applied. In the case of personal/carers leave, an assumed usage of five (5) days per year for the period of absence will be used in calculations.

57.9 Further information on miscellaneous leave is available in the Authority's [HR Policy - Miscellaneous Leave](#).

58. Long service leave

58.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

58.2 The minimum period during which long service leave can be taken is seven (7) calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, (including public holidays or closedown periods) except as otherwise provided by legislation.

59. Parental and Maternity leave

59.1 Maternity Leave

- (a) Maternity Leave is available to an employee for her absence from the workplace on the birth of her child/children.
- (b) Employees covered by this agreement will be entitled to Maternity Leave on the terms as apply in the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to 12 weeks paid Maternity Leave.
- (c) **Maternity Leave at half pay**

The CEO will approve spreading the payment for the period of absence over a maximum period of 24 continuous weeks at a rate no less than half normal pay. The period of paid leave beyond the first 12 weeks specified in the *Maternity Leave (Commonwealth Employees) Act 1973* will not count as service for any purpose.

- (d) **Additional two weeks**

The employee who is eligible for paid maternity leave will also receive an additional two (2) weeks paid leave to be taken immediately following the first 12 weeks of Maternity Leave provided for under the Maternity Leave (Commonwealth Employees) Act 1973, to count for service for all purposes. The CEO will approve spreading the additional period over four (4) weeks at a rate no less than half normal pay. The period of paid leave beyond the first two (2) weeks will not count as service for any purpose.

(e) Special maternity leave

Where the expecting mother experiences a pregnancy related illness, or if her pregnancy ends within 28 weeks of expected birth, in addition to any entitlements under the *Maternity Leave (Commonwealth Employees) Act 1973*, she will be granted paid personal leave for the period of leave as set out in the medical certificate. If personal leave credits are exhausted, the remainder of leave will be unpaid.

59.2 Parental - Adoption / Foster Parent leave

- (a)** Employees in the process of adopting or foster parenting a child under the age of 16 may take up to two (2) days paid leave (under miscellaneous leave provisions) to attend any interviews or examinations required to obtain adoption or foster parent approval.
- (b)** Within 12 months of the adoption or foster parenting of a child, an employee who will be the primary care giver will receive 14 continuous weeks' paid miscellaneous leave, and unpaid miscellaneous leave up to a combined total of 52 weeks. The paid miscellaneous leave may commence up to two (2) weeks prior to assuming responsibility for the child.
- (c)** The CEO will approve spreading the period of paid leave over a maximum period of 28 continuous weeks at a rate no less than half normal pay. The period of paid leave beyond the first 14 weeks will not count as service for any purpose.

59.3 Parental - Partner leave

- (a)** Within 12 months of the birth, adoption or fostering of a child, an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted four (4) weeks paid miscellaneous leave.
- (b)** In addition, within 12 months of the birth, adoption or fostering of a child, an employee is entitled to 12 months of unpaid parental leave if the employee has or will have a responsibility for the care of the child.
- (c)** The CEO may approve leave for a non-primary care giver not residing with the child.
- (d)** The CEO may approve spreading the period of paid leave over a maximum period of eight (8) continuous weeks at a rate no less than half normal pay. The period of paid leave beyond the first four (4) weeks will not count as service for any purpose

59.4 Return to work after parental or maternity leave

- (a) On ending parental or maternity leave, an employee is entitled to return to:
 - (i) the employee's pre-parental/maternity leave duties; or
 - (ii) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
- (b) For the purposes of this clause, duties means those performed:
 - (i) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - (ii) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
 - (iii) otherwise – immediately before the employee commenced maternity or parental leave.

59.5 Further information on maternity or parental leave is available in the Authority's [Leave Procedure Guide\(s\)](#).

60. Purchased Leave

60.1 Provision

Where it is agreed by the CEO that an employee participate in the purchased leave scheme, the employee may purchase from one (1) to six (6) weeks purchased leave per year.

60.2 To count for service

Purchased leave will count for service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.

60.3 Further information about purchased leave is available in the Authority's [Leave Procedure Guide\(s\)](#).

Part 7— Separation from the Australian Public Service

61. Termination of employment

61.1 Grounds for termination of ongoing employees

Where an ongoing employee in the Authority is to have his or her employment terminated, the provisions of Section 29 of the *Public Service Act 1999* shall be applicable.

61.2 Procedures in this agreement

Where procedures outlined in this agreement may lead to termination of employment on any of the allowable grounds under Section 29 of the *Public Service Act 1999*, those procedures must be followed before an ongoing employee's employment may be terminated.

61.3 Right of review

- (a) The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
 - (i) the *Fair Work Act 2009*;
 - (ii) other Commonwealth laws (including the Constitution); and
 - (iii) common law.
- (b) Termination of, or a decision to terminate, employment cannot be reviewed under the review of actions framework or dispute resolution procedure outlined in this agreement.
- (c) Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the *Fair Work Act 2009*, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

62. Resignation on a public holiday

- 62.1 Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

63. Death of an employee

- 63.1 Where an employee dies whilst in employment, or the CEO has directed that an employee is presumed to have died on a particular date whilst in employment, the CEO will, subject to legal requirements, authorise the payment of the amount to which the former employee would have been entitled had he or she ceased employment by resignation or retirement. Long service leave credits will also be

paid out in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

63.2 Payment arrangements on the death of an employee

Payment will be made to dependants or the partner of the former employee or their legal personal representative. If payment has not been made within twelve months of the former employee's death, it should be paid to the legal personal representative.

64. Redeployment, Reduction and Retrenchment (RRR)

64.1 Excess employees – coverage

The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.

64.2 Consultation

- (a) Where the CEO considers there is likely to be a need to identify employees as excess, he/she will, as soon as practicable, advise the employees of the situation in writing,
 - (i) actions that might be taken to reduce the likelihood of the employees becoming excess;
 - (ii) redeployment opportunities for the employees within the Authority or another APS agency;
 - (iii) the possibility of retrenchment with the payment of a redundancy benefit;and an employee may choose to be represented in any such discussions.
- (b) This consultation period will extend for at least a four (4) week period, but may be reduced with the written agreement of the employee.

Note: Where 15 or more employees are likely to become excess, the CEO is required to comply with the relevant provisions of Division 2 of Part 3-6 of the Fair Work Act 2009 (requirement to notify Centrelink and relevant employee associations).

64.3 Consideration by excess employees

- (a) Where the CEO decides an employee is excess to the Authority's requirements, the CEO will:
 - (i) advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - (ii) ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements; and
 - (iii) reimburse the employee up to \$450 for expenses incurred in seeking financial advice.
- (b) Where the CEO invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have four (4) weeks in which to notify the

CEO of his or her decision (the consideration period). Where the employee elects for retrenchment the CEO may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.

- (c) The consideration period can be reduced by agreement between the employee and the CEO. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination provided for in [clause 64.5 \(b\)](#).
- (d) Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

64.4 Redundancy Benefit

- (a) An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under section 29 of the *Public Service Act 1999* on the grounds that he/she is excess to the requirements of the Authority, is entitled to payment of a redundancy benefit of an amount equal to two (2) weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- (b) The minimum sum payable will be four (4) weeks salary and the maximum will be 48 weeks' salary.
- (c) The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service (refer [clause 64.6\(c\)\(ii\)](#)), subject to any minimum amount the employee is entitled to under the NES.

64.5 Notice of termination

- (a) Where the employment of an excess employee is to be terminated under section.29 of the *Public Service Act 1999* on excess grounds, the CEO will give four (4) weeks written notice of termination (or five (5) weeks for an employee over 45 with at least five (5) years of continuous service).
- (b) Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Note: s117 of the Fair Work Act 2009 has obligations in relation to payments in lieu of notice.

64.6 Definitions

- (a) ***Excess employee:*** An employee is an excess employee if:
 - the employee is included in a class of employees in the Authority, which class comprises a greater number of employees that is necessary for the efficient and economical working of the Authority;
 - the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Authority or

changes in the nature, extent or organisation of the functions of the Authority; or

- the duties usually performed by the employee are to be performed at a different locality; the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.

(b) ***Service for redundancy pay purposes:*** The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:

- service in an APS agency;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation from the APS on marriage, under the repealed section 49 of the *Public Service Act 1922*, provided the service has not previously been recognised for redundancy pay purposes; and
- service in another organisation where:
 - an employee was transferred from the APS to that organisation with a transfer function; or
 - an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
 - such function is recognised for long service leave purposes.

For earlier periods of service to count there must be no breaks between the periods of service except where:

- the break in service is less than 4 weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Any period of service which ceased by way of:

- any of the grounds for termination specified in section 29 of the *Public Service Act 1999* (including any additional grounds prescribed in the Public Service Regulations);

- on a ground equivalent to any of these grounds;
- through voluntary retirement at or above the minimum retiring age applicable to the employee;
- with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for redundancy pay purposes.

Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

(c) Rate of payment for redundancy benefit

- (i) For the purposes of calculating any payment for a redundancy benefit, salary will include:
- the employee's salary at the substantive work value level,
 - the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment,
 - other allowances in the nature of salary which are paid during periods of Annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty.
- (ii) Where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, the two (2) weeks per year of service that relates to the part-time service will be paid on pro-rata basis as follows:
- current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.

64.7 Retention period

- (a) An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- (i) 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
 - (ii) 30 weeks for all other employees.
- (b) If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
- (c) The retention period will commence on the day the CEO advises the employee in writing that they are an excess employee.

- (d) During the retention period the CEO:
 - (i) will continue to take reasonable steps to find alternative employment for the excess employee; and
 - (ii) may, with four (4) week's; notice, reassign duties at a lower APS classification to the excess employee
 - where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in [clause 64.7\(a\)](#).
- (e) The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by medical evidence) taken during the retention period (calculated in accordance with [clauses 64.7\(a\)](#) and [64.7\(b\)](#))
- (f) The CEO may allow the excess employee to access the service of a redeployment assistance provider.
- (g) It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.
- (h) The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- (i) Where the CEO is satisfied that there is insufficient productive work available for the employee within the Authority during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
 - (i) the CEO may terminate the employee's employment under section.29 of the *Public Service Act 1999*; and
 - (ii) upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period in accordance with [clause 64.7\(a\)](#) (as shortened for the NES under [clause 64.7\(b\)](#)) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - the employees' NES entitlement to redundancy pay.

64.8 Involuntary termination of employment at the conclusion of the retention period

- (a) In accordance with section 29 of the *Public Service Act 1999* the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.
- (b) An excess employee's employment will not be involuntarily terminated without being given notice of termination under [clause 64.5](#). Wherever possible, this notice period will be concurrent with the retention period.

- (c) An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment but the CEO has refused to approve it.

Part 8— Working Productively

65. Preamble

- 65.1 All employees are expected to maintain knowledge of the employment framework provided in this agreement.

66. Work Level Standards

- 66.1 All employees should take into account the objectives and principles of the Authority's Work Level Standards, in:
- (a) creating new, or reviewing existing positions;
 - (b) determining required performance standards and development needs of employees; and
 - (c) allocating tasks.

67. Performance Development

- 67.1 The Authority's performance expectations for individuals are available through the [Australian Public Service Commissions Integrated Leadership System \(ILS\)](#) and the Authority's [Work Level Standards](#). Specific performance responsibilities will be outlined in individual Performance Development Scheme (PDS) agreements.

67.2 Principles of the Performance Development Scheme (PDS)

(a) **PDS**

The PDS is the Authority's key performance management and development system for employees. The PDS provides the basis for individual salary advancement, based on the [HR Procedure Guide - Performance Development Scheme](#), through salary ranges

(b) **Joint responsibility**

Each employee and their supervisor are jointly responsible for developing a PDS agreement and ensuring feedback regarding performance is part of ongoing activities, including the opportunity for informal upwards feedback. Supervisors will apply a 'no surprises' principle to keep employees regularly informed of their performance throughout the PDS cycle.

(c) **Four (4) week improvement period**

Employees will be provided a minimum of four (4) weeks, prior to the end of cycle assessment, to improve their performance where it is below the Authority performance standard.

(d) Two (2) formal assessment points

Formal PDS assessment will occur at:

- (i) mid cycle in February, and
- (ii) end of cycle in July.

67.3 Further information on the PDS is available in the Authority's [HR Procedure Guide - Performance Development Scheme](#).

68. Managing underperformance

68.1 Performance standards

- (a) The Authority's performance standard is detailed in the [HR Procedure Guide - Performance Development Scheme](#).
- (b) The Authority is committed to clearly defining work performance standards with employees. Employees are to receive regular and specific feedback on their performance and are to be provided with appropriate support from supervisors in meeting expected performance standards.

68.2 Principles for addressing underperformance

- (a) The underperformance framework is designed to:
 - (i) be streamlined and efficient;
 - (ii) restore performance of the employee to an acceptable level;
 - (iii) have regard to the individual circumstances of the employee, including any health issues;
 - (iv) have regard to natural justice and procedural fairness;
 - (v) include learning and development as the focus for improving performance;
 - (vi) have active performance management as an integral part of the workplace culture; and
 - (vii) require performance measures and standards to be clearly defined.

68.3 Application of the framework

The framework does not apply to:

- (a) employees during a period of probation;
- (b) non-ongoing employees; or
- (c) employees being case managed due to a suspected breach of the code of conduct, identified medical condition/injury or loss of essential qualifications.

68.4 **Further information** on the framework for managing cases of underperformance is available in the Authority's [HR Procedure Guide - Managing Underperformance](#).

69. Fitness for duty

69.1 Further information on the process for managing health related employment issues is available in the Authority's [HR Procedure Guide - Fitness for Continued Duty](#).

70. Professional Development

70.1 The Authority recognises the importance of a comprehensive learning and development framework for all employees that:

- (a) develops and supports professional and technical expertise;
- (b) articulates organisational priorities and the range of learning and development mechanisms consistently available to support the development of employees to meet the priority capabilities, skills and knowledge identified in their PDS individual development plans and for their level and work area;
- (c) recognises the role of relevant external studies, and provides support for approved tertiary studies through the Study bank scheme; and
- (d) develops the skills and capabilities of employees to deliver business outcomes.

70.2 Employees should use this framework in their PDS discussions to set goals and agree on Individual Development Plans.

71. Loss of essential qualifications

71.1 Further information regarding the process for managing a loss of qualification by an employee is available from the Human Resources Team.

72. Temporary reassignment of duties

72.1 Having regard to individual circumstances, the CEO may temporarily reassign an employee to other duties, including duties at a higher or lower classification, providing such duties are:

- (a) within the limits of his or her training, skill and capability;
- (b) consistent with the *Classification Rules 2000*; and
- (c) not designed to promote de-skilling.

72.2 Salary on reduction

- (a) Where an employee is temporarily reassigned duties at a lower work classification level, the CEO and the employee may agree in writing that the employee may be paid a lower salary in accordance with the lower classification. Such determination will specify the period for which the lower salary will apply.

- (b) This clause does not apply to decisions made by the CEO in relation to breaches of the Code of Conduct or underperformance.

72.3 Temporary vacancy considerations

The CEO will consider whether:

- (a) it is essential that the duties of the position be performed for the period of the vacancy;
- (b) it is reasonable for other employees to share the duties of the position for the period of the vacancy, provided the duties are within the training, skill and competence of employees;
- (c) there are delegations or statutory powers held by the position that cannot reasonably be exercised by another employee who holds those powers; and
- (d) the position is involved in public contact and has to be engaged to comply with client service standards.

72.4 Higher Duties Allowance (HDA) recommendation

To be recommended for payment of HDA, an employee must have been rated in his or her substantive position or above, in accordance with the *PDS Performance Guide*, under the most recent PDS assessment (i.e. the mid or end of cycle review), or where the CEO otherwise certifies that the employee should fill the position, including for developmental purposes.

72.5 Short term higher duties and the PDS

Where an employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an employee's annual PDS review.

72.6 Employees on HDA for 12 months or more

Where an employee has performed higher duties in an ongoing vacant position for a continuous period of 12 months or more, the CEO will endeavour to nominally fill the position as soon as practicable.

72.7 Further information

- (a) on HDA payments can be found at [clause 35](#).
- (b) on temporary reassignment of duties and HDA is available in the Authority's [HR Procedure Guide - Temporary Reassignment of Duties](#).

Part 9—Consultation and Dispute Resolution

73. Consultation on major changes

- 73.1** This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- 73.2** Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 73.3** Employees affected by the introduction of the changes referred to in [clause 73.2](#) may appoint a representative for the purposes of consultation provided the employee or employees advise the CEO of the identity of the representative.
- 73.4** **Significant effects** include:
- (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the Authority's workforce or in the skills required;
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (iv) significant alteration in hours of work;
 - (v) the need to retrain employees;
 - (vi) the need to relocate employees to another workplace; and
 - (vii) the major restructuring of jobs.

74. CEO to discuss major changes

- 74.1** The CEO must discuss with the employees affected and their representative, if any, the introduction of the changes referred to in [clause 73.2](#), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and /or their representatives in relation to the changes.
- 74.2** The discussions must commence as early as practicable after a definite decision has been made to make changes referred to in [clause 73.2](#).
- 74.3** For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the

changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose confidential or commercially sensitive information to the employees.

75. Resolution of Agreement disputes

- 75.1** If a dispute relates to a matter arising under this agreement; or the National Employment Standards; the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor /manager.
- 75.2** If a resolution to the dispute has not been achieved after discussions have been held in accordance with [clause 75.1](#), the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative resolution methods.
- 75.3** If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with [clauses 75.1 and 75.2](#), a party to the dispute may refer the matter to Fair Work Australia.
- 75.4** Fair Work Australia may deal with the dispute in two (2) stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

- 75.5** The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and /or represent them for the purposes of this term.
- 75.6** Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.
- 75.7** While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational 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.

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

76. Employee Representation

76.1 In addition to the consultation processes provided at [clause 73](#), the following consultative framework is established in recognition that the parties covered by this agreement value open communication within the workplace, co-operation and input from employees and their representatives on matters that affect their workplace.

76.2 Under this framework, consultation involves:

- (a) providing relevant information to employees and their representatives
- (b) providing reasons for proposed decisions
- (c) providing employees and their representatives the opportunity to put their views to the appropriate decision maker
- (d) providing feedback to employees and their representatives on those views and
- (e) considering the views of employees and their representatives before the final decision is made

76.3 Changes to any workplace matter will not be implemented until the Authority has properly complied with the consultation process under this framework.

76.4 To facilitate such consultation under this framework, the CPSU will be entitled to hold meetings with employees to discuss and get feedback on workplace issues that warrant it.

76.5 All employees will be invited to attend these meetings on paid time where agreed with the Authority.

76.6 Nothing in this clause provides the CPSU with a right to enter premises contrary the provisions of the *Fair Work Act 2009*.

76.7 The role of workplace delegates

- (a) The Organ and Tissue Authority recognises an employee's right to representation and the rights of workplace delegates in accordance with Government policy (as currently outlined in the Attachment C to the *Australian Public Service Bargaining Framework*), and will provide facilities and resources available for delegates to use on a reasonable basis.

- (b) Protocols relating to the rights of union delegates will be agreed between the Authority and the CPSU in a collaborative manner following approval of this Agreement and no later than the end of December 2011. Once the protocols are in place they will determine the ongoing rights of workplace delegates.

76.8 NOTE: This clause in no way is intended to interfere with or be referred or relied upon as in any way effecting or replacing the model clauses regarding consultation and dispute resolution

Schedule A– Definitions

In this agreement, unless a contrary intention is clear, the following definitions apply:

| | |
|-------------------------|--|
| Agreement | The ‘Organ and Tissue Authority Enterprise Agreement 2011 - 2014’. |
| APS | Australian Public Service. |
| Casual employee | Non-ongoing employees engaged under the <i>Public Service Act 1999</i> for a specified period for duties that are irregular or intermittent, whose hours of duty are defined as ‘as required’. |
| CEO | The person for the time being performing the duties of the office of the CEO of the Authority. The CEO may delegate his or her powers under this agreement. A reference to the CEO should be read as a reference to the delegate where appropriate. |
| Continuous | For the purpose of clause 35.2 , ‘continuous’ means periods of higher duties unbroken by working days at or above a particular classification level. |
| Dependant | In relation to employee means: <ul style="list-style-type: none"> • an employee’s partner; or • a child or parent of the employee, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee. |
| Employee | An individual engaged under the <i>Public Service Act 1999</i> , whether ongoing or non-ongoing, full time or part time, or irregular/intermittent. |
| Foster Child | A child for whom the employee has assumed primary responsibility for the long term care of the child who miss, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the employee or the employee’s spouse or de facto partner. |
| Immediate Family | A person who: <ul style="list-style-type: none"> • is related by blood or by marriage (in law or de facto); or • is a de facto spouse, former spouse or former de facto spouse of the employee; • has a strong affinity with the employee; or • who stands in a bona fide domestic or household relationship with the employee without discrimination as to sexual preference; or • is a child or an adopted child of the employee, or a child in the |

| | |
|---------------------------------------|--|
| | <p>care of the employee; or</p> <ul style="list-style-type: none"> • is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee, or a child in the care of that person. <p>The definition of immediate family as detailed in the <i>Fair Work Act 2009</i> applies in addition to the above.</p> |
| HDA | Higher Duties Allowance. Temporary payment of an allowance where an employee is temporarily assigned duties at a higher classification than his or her current classification. |
| Movement or Move | Reassignment of duties to an employee, whether on an ongoing or non-ongoing basis, either within the Authority or from/to another agency. |
| Non-ongoing employee | A person engaged under the <i>Public Service Act 1999</i> for: <ul style="list-style-type: none"> • a specified term; or • the duration of a specified task; or • duties that are irregular or intermittent. |
| OH&S | Occupational Health and Safety. |
| Ongoing employee | A person engaged under the <i>Public Service Act 1999</i> as an ‘ongoing employee’. Covers former ‘permanent’ and ‘continuing’ employees. |
| OTE | Ordinary Time Earnings. The salary or wages paid for an employee’s regular hours of work, not including additional duty. It includes over-award payments, shift allowances, commissions and paid leave up to the maximum contributions base for the quarter. For the purpose of this agreement additional employer contributions will be made on amounts salary sacrificed or received for paid maternity leave. |
| Partner | A person who stands in a bona fide domestic or household relationship without discrimination as to sexual preference. |
| PDS | The Authority's ‘Performance Development Scheme’. |
| Promotion | For the purposes of this agreement, promotion of an ongoing employee means the ongoing assignment of duties at a higher classification than the employee’s current classification, as defined in the <i>Public Service Commissioner’s Directions 1999</i> . |
| Registered health practitioner | Defined in the <i>Fair Work Act 2009</i> as a health practitioner registered or licensed as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type). |

| | |
|----------------------------------|--|
| Representative | Including representative of employee. A person chosen by an employee, or a group of employees, to represent them, and includes but is not limited to a friend, colleague, or a delegate or official of a union. |
| Retirement | Termination of an employee's APS employment under the <i>Public Service Act 1999</i> . |
| Salary advancement | This means movement through the pay points within the salary range for a classification. These increases are salary for the purposes of determining salary for superannuation purposes. |
| Salary increase | This means a general increase to the base salary paid to an employee, subject to meeting any necessary requirements under the PDS. Salary increase and increase in salary have the same meaning. These increases are salary for the purposes of determining salary for superannuation purposes. |
| Settlement Period | A four (4) week period commencing on a Thursday when Authority employees receive their normal salary payment. |
| Standard day | Standard day means ordinary hours (7 hours and 30 minutes per day for full time employees), to be worked from 8.30am to 12.30pm and 1.30pm to 5.00pm or the agreed pattern of hours for part time employee. |
| Supervisor for the PDS | For the purposes of the PDS, a supervisor will assign/delegate work, provide day to day guidance, development support and feedback to an employee, and will have a good understanding of the work and skill requirements of the employee's position. The PDS agreement will be made with the supervisor. |
| Support person | A person chosen by the employee to provide support and advice, and ensure that the employee is able to raise all matters of material concern to the process. Their role is not to act as the employee's advocate. |
| Termination of employment | Termination of an employee's APS employment, where authorised by the CEO under section 29 of the <i>Public Service Act 1999</i> . |
| Union(s) | A union(s) party to this agreement and as defined in the <i>Fair Work Act 2009</i> . |
| Voluntary retrenchment | Voluntary termination of an excess employee's APS employment, also known as 'voluntary retirement' or 'voluntary redundancy'. |

Schedule B – Salary tables

| Classification | Pre Agreement Salary | August 2011 (3.0%) | August 2012 (3.0%) | August 2013 (3.0%) |
|---|----------------------|--------------------|--------------------|--------------------|
| Executive Level 2 (EL2) | \$122,427 | \$126,100 | \$129,883 | \$133,779 |
| | \$116,550 | \$120,047 | \$123,648 | \$127,357 |
| | \$112,784 | \$116,168 | \$119,653 | \$123,242 |
| | \$103,406 | \$106,508 | \$109,703 | \$112,995 |
| Executive Level 1 (EL1) | \$98,849 | \$101,814 | \$104,869 | \$108,015 |
| | \$94,937 | \$97,785 | \$100,719 | \$103,740 |
| | \$90,442 | \$93,155 | \$95,950 | \$98,828 |
| | \$86,670 | \$89,270 | \$91,948 | \$94,707 |
| APS 6 | \$79,567 | \$81,954 | \$84,413 | \$86,945 |
| | \$77,824 | \$80,159 | \$82,563 | \$85,040 |
| | \$73,949 | \$76,167 | \$78,452 | \$80,806 |
| | \$70,528 | \$72,644 | \$74,823 | \$77,068 |
| APS 5 | \$67,479 | \$69,503 | \$71,588 | \$73,736 |
| | \$65,671 | \$67,641 | \$69,670 | \$71,760 |
| | \$63,932 | \$65,850 | \$67,825 | \$69,860 |
| APS 4 | \$62,107 | \$63,970 | \$65,889 | \$67,866 |
| | \$60,397 | \$62,209 | \$64,075 | \$65,997 |
| | \$58,780 | \$60,543 | \$62,360 | \$64,230 |
| APS 3 | \$57,506 | \$59,231 | \$61,008 | \$62,838 |
| | \$54,897 | \$56,544 | \$58,240 | \$59,987 |
| | \$53,350 | \$54,951 | \$56,599 | \$58,297 |
| | \$51,881 | \$53,437 | \$55,041 | \$56,692 |
| APS 2 | \$48,991 | \$50,461 | \$51,975 | \$53,534 |
| | \$47,629 | \$49,058 | \$50,530 | \$52,045 |
| | \$46,241 | \$47,628 | \$49,057 | \$50,529 |
| | \$44,894 | \$46,241 | \$47,628 | \$49,057 |
| APS 1 | \$43,140 | \$44,434 | \$45,767 | \$47,140 |
| | \$41,133 | \$42,367 | \$43,638 | \$44,947 |
| | \$39,771 | \$40,964 | \$42,193 | \$43,459 |
| | \$38,413 | \$39,565 | \$40,752 | \$41,975 |
| At 20 years | \$34,956 | \$36,005 | \$37,085 | \$38,197 |
| At 19 years | \$31,114 | \$32,047 | \$33,009 | \$33,999 |
| At 18 years | \$26,889 | \$27,696 | \$28,527 | \$29,382 |
| Under 18 years | \$23,048 | \$23,739 | \$24,452 | \$25,185 |
| Senior Public Affairs Officer Grade 2 (SPAO 2) – EL2 equivalent | \$ 127,325 | \$131,145 | \$135,079 | \$139,131 |
| | \$ 122,377 | \$126,048 | \$129,830 | \$133,725 |

Schedule C – Recognition of allowances for particular purposes

| | Counts as salary for superannuation purposes (CSS and PSSdb only. Members of other superannuation funds refer to clause 33.2. | Counts towards salary for calculation of additional duty salary | Payable during long service leave | Payable during recreation leave | Reduced pro rata during period of half pay leave (if payable during leave) | Included in income maintenance for excess employees | Included in salary for calculation of retrenchment severance payments | Included in salary for payment in lieu of notice of termination of employment | Payment in lieu of long service leave | Payment in lieu of recreation leave |
|------------------------------------|---|---|-----------------------------------|---------------------------------|--|---|---|---|---------------------------------------|-------------------------------------|
| Higher duties allowance | @ | ✓ | * | * | ✓ | * | * | * | # | ^ |
| Workplace Responsibility Allowance | ✓ | X | X | X | X | X | X | ✓ | X | X |
| Restriction Allowance | @ | X | X | X | X | * | X | * | X | X |
| Disruption Allowance | X | X | X | X | X | X | X | ✓ | X | X |
| Community Language Allowance | ✓ | X | * | * | ✓ | ✓ | ✓ | ✓ | X | X |

Key

| | |
|---|---|
| ✓ | Yes |
| # | Yes, if in receipt of allowance for a continuous period of greater than 12 months |
| ^ | Yes, if in receipt of allowance on last day of service |
| X | No |
| @ | Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this agreement |
| * | Yes, subject to certain conditions |

Schedule D - Signatures of Parties Bound

Name of Agreement

‘Organ and Tissue Authority Enterprise Agreement 2011 – 2014’

Signatories

By signing below, the employer and the parties bound by the Enterprise Agreement made under section 174 of the *Fair Work Act 2009* signify their collective agreement to its terms.

For and on behalf of the CEO of the Australian Organ and Tissue Donation and Transplantation Authority.

| | | |
|--------------------------------|----------------|----------------|
| _____ | _____ | ____/____/____ |
| Full Name of Authorised Person | Signature | Date |
| Address of Authorised Person | _____ _____ | |

For and on behalf of the Community and Public Sector Union (CPSU)

| | | |
|--------------------------------|----------------|----------------|
| _____ | _____ | ____/____/____ |
| Full Name of Authorised Person | Signature | Date |
| Address of Authorised Person | _____ _____ | |

Schedule D - Signatures of Parties Bound

Name of Agreement

'Organ and Tissue Authority Enterprise Agreement 2011 – 2014'

Signatories

By signing below, the employer and the parties bound by the Enterprise Agreement made under section 174 of the *Fair Work Act 2009* signify their collective agreement to its terms.

For and on behalf of the CEO of the Australian Organ and Tissue Donation and Transplantation Authority.

| | | |
|--------------------------------|------------------|----------------|
| <u>Yael Cass</u> | <u>Yael Cass</u> | <u>26/8/11</u> |
| Full Name of Authorised Person | Signature | Date |

| | |
|------------------------------|------------------------------------|
| Address of Authorised Person | <u>LEVEL 6, 221 LONDON CIRCUIT</u> |
| | <u>CANBERRA ACT 2601</u> |

For and on behalf of the Community and Public Sector Union (CPSU)

| | | |
|--------------------------------|--------------------|------------------|
| <u>Alistair Waters</u> | <u>[Signature]</u> | <u>26/8/2011</u> |
| Full Name of Authorised Person | Signature | Date |

Alistair Waters CPSU Deputy President

| | |
|------------------------------|--|
| Address of Authorised Person | <u>L1, 40 Brisbane Avenue, Barton ACT 2600</u> |
|------------------------------|--|