



Australian Government

Australian Transport Safety Bureau

Enterprise Agreement 2015



Australia's national transport safety investigator

AVIATION | MARINE | RAIL

Table of contents

Definitions	3
Scope of the Agreement	4
Classifications and salary related matters	6
Classifications.....	6
Salary.....	7
Superannuation	9
Allowances, reimbursements and related provisions	10
Allowances	10
Reimbursements	14
Working hours	14
General provisions	14
Flexible hours.....	16
Overtime	17
Leave	18
Leave types and general provisions.....	18
Personal Circumstances Leave.....	18
Compassionate/Bereavement Leave	20
Annual Leave.....	21
Purchased Leave	22
Other leave.....	23
Maternity Leave	23
Adoption/Foster Carers Leave	24
Parental leave	25
Long Service Leave	25
Defence Reserve Leave	26
Annual Closedown	27
Public Holidays	27
Performance management	28
Performance management framework	28
Learning and development	28
Health and support	29

Redeployment and redundancy	30
Redeployment, retrenchment and redundancy	30
Workplace consultation and dispute resolution	35
Consultation	35
Dispute resolution term	37
Attachment A – classification and salary tables	39
Attachment B – Supported Wage System	41

Definitions

For the purposes of this Agreement the following definitions apply:

Term	Definition
Agency	The Australian Transport Safety Bureau or its successor however described.
Agreement	The Australian Transport Safety Bureau Enterprise Agreement 2015
APS	The Australian Public Service.
ARA	Additional Responsibilities Allowance.
ATSB	The Australian Transport Safety Bureau or its successor however described.
Broadband	A grouping of duties across numerous classifications
CEO	The person for the time being holding or performing the duties of the office of Chief Executive Officer.
Dependant	Means the partner of the employee or a child or parent of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent on the employee.
Eligible Dependant	Means a dependant whose income, if any, is less than \$20,188 per annum, adjusted on each 1 July during this Agreement by the percentage change in the CPI last published for the quarter prior to that 1 July.
Employee	Means an employee engaged under section 22 of the PS Act, but does not include an SES employee.
Employee Representative	Means any person whom the employee(s) nominates or elects as a representative.
Family	Means a spouse or former spouse, de facto or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee, fostering or traditional kinship.
FW Act	<i>Fair Work Act 2009</i>
FWC	Fair Work Commission.
Intranet	The ATSB's intranet site known as the Hub.
LSL	Long Service Leave as defined in the LSL Act.
LSL Act	<i>Long Service Leave (Commonwealth Employees) Act 1976.</i>
Minister	The Minister for the time being administering the ATSB.
ML Act	<i>Maternity leave (Commonwealth Employees) Act 1973.</i>
NES	The National Employment Standards in the <i>Fair Work Act 2009</i> .
Non-ongoing Employee	Means an employee engaged under subsection 22(2)(b) or (c) of the PS Act but does not include a non-ongoing SES employee.
Ongoing Employee	Means an employee engaged under subsection 22(2)(a) of the PS Act but does not include an ongoing SES employee.
Partner	Means, in relation to a person who is a member of a couple, the other member of the couple.

Primary Care Giver	The employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
PS Act	<i>Public Service Act 1999</i>
Salary	Means the employee's rate of pay specified in Attachment A unless otherwise defined
SES	Senior Executive Service as defined in the PS Act.
Settlement Period	Means a four week period commencing on a Thursday and ending on a Wednesday.
Superannuation Act	<i>Superannuation Act 2005 (Cth)</i>
Supervisor	Means an employee with responsibility for managing another employee in the conduct of all aspects of the employee's work.
TOIL	Time Off In Lieu
TSI or STSI	Transport Safety Investigator or Senior Transport Safety Investigator
Usual Place of Work	Means the place where the employee ordinarily performs duty, or for an employee who does not ordinarily perform his or her duties at a single place, the place where the employee is ordinarily required to report for duty.

Scope of the Agreement

1. Agreement title

This Agreement, made under section 172 of the FW Act shall be known as the Australian Transport Safety Bureau Enterprise Agreement 2015.

2. Parties to the Agreement

The parties to the Agreement are:

- the CEO of the ATSB, for and on behalf of the Commonwealth of Australia as the employer; and
- all employees of the ATSB, other than Senior Executive Service employees.

3. Coverage

This Agreement applies to all ATSB employees employed under the PS Act, other than members of the Senior Executive Service and those who are party to an Australian Workplace Agreement.

4. Duration of this Agreement

This Agreement will come into effect (commence) seven days after approval by the FWC. The nominal expiry date of this Agreement will be the date that is three years after the date of commencement.

5. Individual flexibility arrangements

The ATSB and its employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - allowances;
 - remuneration;
 - penalty rates;
 - leave and leave loading; and
- the arrangement meets the genuine needs of the ATSB and employee in relation to one or more of the matters listed above; and
- the arrangement is genuinely agreed to by the ATSB and employee.

The ATSB must ensure that the terms of the individual flexibility arrangement:

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

The ATSB will ensure that the individual flexibility arrangement:

- is in writing;
- includes the name of the Agency and employee;
- is signed by the Agency and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - 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
- states the day on which the arrangement commences.

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

The ATSB or employee may terminate the individual flexibility arrangement:

- by giving 28 days written notice to the other party to the arrangement; or
- if the ATSB and employee agree in writing — at any time.

6. Comprehensive Agreement

This Agreement operates to the exclusion of awards. Other Commonwealth laws concerned with employment continue to apply according to their terms. This legislation includes:

- *Public Service Act 1999*;
- *Fair Work Act 2009*;
- *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
- *Long Service Leave (Commonwealth Employees) Act 1976*;
- *Maternity Leave (Commonwealth Employees) Act 1973*;
- *Paid Parental Leave Act 2010*;
- *Work Health and Safety Act 2011*;
- *Safety, Rehabilitation and Compensation Act 1988*; and
- *Privacy Act 1988*.

7. Policies, procedures and further information

Any policies, procedures or further information referred to in this Agreement do not form part of this Agreement. ATSB employment procedures, however described, are subordinate to this Agreement to the extent that they deal with terms and conditions of employment expressly set out in this Agreement. If there is any inconsistency between the policies, guidelines, further information, and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.

8. Delegations

The CEO may, in writing, delegate to a person any of the CEO's powers or functions under this Agreement.

Classifications and salary related matters

Classifications

9. Classification structure

The ATSB's classification structure below the SES will continue. It consists of the classifications specified within the tables at Attachment A.

The TSI designation incorporates all employees undertaking investigatory functions in the ATSB in a single structure aligned to the APS classification framework. There are three TSI levels:

- Transport Safety Investigator (APS 6 equivalent);
- Senior Transport Safety Investigator (EL1 - EL2 equivalent); and
- Team Leader Transport Safety Investigation (EL2 equivalent).

The TSI (APS6) and STSI (EL1 and EL2) levels are broad-banded with soft barriers between APS6 and EL1, and EL1 and EL2. A competitive selection process will apply to Team Leader (EL2) appointments.

The LAW (APS6) and SLAW (EL1) levels are broad-banded with soft barriers between APS6 and EL1. A competitive selection process will apply to PLAW (EL2) appointments.

The general salary progression requirements contained in Clause 20 apply to each salary point within this broad-band structure.

Salary

10. Payment of salary

Employees will be paid fortnightly in arrears based on the following formula:

- Fortnightly pay = Annual Salary X 12/313

Each employee will be paid his or her fortnightly pay by electronic funds transfer into the financial institution account nominated by the employee.

An employee may be paid salary in advance if the CEO approves prepayment on the basis of the employee's special circumstances.

11. Salary on engagement and promotion

If an employee is engaged or promoted to a classification within the ATSB, salary will be payable at the minimum salary point within the relevant classification.

The CEO may authorise payment of salary above the minimum point in the salary range after considering the employee's experience (including any previous periods of ARA at or above that level), qualifications, skills, and any other relevant factor.

12. Salary increases

The ATSB and its employees agree that employees will receive the salary increases specified in Attachment A.

13. Employees on non-standard salary rates

Employees in receipt of a salary rate not listed in Attachment A will remain on that rate until it reaches the relevant equivalent salary point for the employee's classification as a result of the salary increases applying under this Agreement.

14. Salary on movement from another APS agency

If an employee transfers to the ATSB from another APS agency, the CEO will determine a rate of salary applying to the employee.

At the discretion of the CEO an employee moving to the ATSB whose salary in their previous agency (current salary) exceeds the current rate the employee would otherwise be entitled to under this agreement, will be maintained on their current salary until such time as their salary is absorbed by ATSB pay increases.

15. Salary on reduction

If an employee requests, in writing, a temporary reassignment of duties at a lower classification level, the CEO may determine in writing that the employee will be paid a rate of salary applicable to the lower level for the period specified in the request.

If an employee is reduced to a lower classification, the CEO will determine the employee's salary point on the basis of the lower classification.

16. Employees performing irregular duties

A non-ongoing employee engaged to perform irregular or intermittent duties under paragraph 22(2)(c) of the PS Act will receive a salary loading of 20% in lieu of public holidays on which the employee is not rostered to work, Annual and paid Personal Circumstances Leave.

17. Cadet APS employees

Cadet APS employees' rates of pay as a percentage of the APS Level 1.1 salary point will apply as follows:

- 100% when undertaking practical training; and
- 57% when undertaking full-time study.

Cadet APS employees will undertake a course of training as determined by the CEO.

Junior rates of pay apply to both practical training and full-time study.

The ATSB will assist Cadet APS employees to purchase compulsory books and any other equipment required for their studies.

On successfully completing their training, Cadet APS employees will progress to a salary point at or above the minimum salary point applying to APS Level 3 as determined by the CEO and will be assigned to this APS classification or such other classification which is in accordance with the Public Service Classification Rules 2000 (as amended from time to time).

18. Supported wage system

Supported salary rates for employees with disabilities are payable in accordance with Attachment B.

19. Remuneration packages

Employees have access to flexible remuneration packages, provided that the employee meets any costs (eg, establishment and administration fees etc) incurred by the ATSB.

If an employee opts for flexible remuneration packaging on the basis of 'salary sacrifice', the employee's salary for purposes of superannuation or severance and termination will be determined as if the salary sacrifice arrangements had not taken place.

20. Salary progression

Unless otherwise provided in this clause, an employee will be entitled to progress one salary point up the salary scale applying to the employee's classification after 12 months employment at that salary point. The 12 months period excludes any leave without pay totalling more than 30 calendar days.

The date for salary progression includes any period of service at an equivalent salary point in another salary and/or classification structure (including any previous periods of ARA at or above that level within the 12 month period).

Salary progression is subject to confirmation by the employee's supervisor that the employee:

- has participated in the individual performance management system; and
- has met the requirements of his or her job, including achieving a rating of "effective" or "exceeds expectations" in the employee's performance management review; and
- satisfies any qualifications criteria or prescribed work level standards for progression; and
- satisfies any accelerated advancement requirements determined by the CEO.

21. Accelerated salary progression

A supervisor may recommend an employee for accelerated salary progression if the employee has demonstrated outstanding skills and competencies (ie, above the capability indicators applying to the classification level).

The CEO may progress the employee to the next salary point up the salary scale applying to the employee's classification before he or she has completed 12 months employment at that salary point on the recommendation of the employee's supervisor. The supervisor will confirm that the employee has participated in the performance planning process; and has met the requirements of his/her job, including achieving a minimum rating of "exceeds expectations" at the time the request for accelerated salary progression is submitted.

Superannuation

22. Superannuation

The ATSB will make compulsory employer contributions as required by the applicable legislation and fund requirements.

Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary or ordinary time earnings. 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).

The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic transfer using a file generated by the Agency's payroll system.

23. Payment on death of an employee

Where an employee dies, or the CEO has directed that an employee will be presumed to have died on a particular date, the CEO may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment through resignation or retirement. Payment may be made to dependants or the partner of the former employee or to their legal representatives. If a payment has not been made within a year of the former employee's death, it should be paid to the former employee's legal representative. The payment will provide for LSL entitlements in accordance with the LSL Act.

Allowances, reimbursements and related provisions

Allowances

24. General allowances and payments

Unless otherwise specified within subsequent clauses, the allowance rates come into effect on the first pay day after the Agreement commences.

Unless otherwise stated in subsequent clauses, allowances will:

- be paid during periods of paid leave if an employee would have continued to receive the allowance but for the leave taken;
- be reduced on a pro rata basis during periods of leave taken at less than full pay; and
- not count for superannuation purposes.

An employee who is paid an allowance and who does not perform the duties for which the allowance is paid must repay the amount of that allowance.

25. Additional Responsibility Allowance

Additional Responsibility Allowance (ARA) is paid for additional and/or higher work value duties performed by an employee.

The CEO will determine the level of ARA payable and the period for which it is to be paid.

An employee who is temporarily reassigned to perform duties at the SES level will be eligible for ARA.

ARA may be paid to TSIs for involvement in a Major or Level 1 investigation.

ARA is paid fortnightly and counts as salary for superannuation purposes.

ARA is payable for periods of additional responsibility of 10 working days or more but payment must not extend beyond 12 months, except in exceptional circumstances and where authorised by the CEO.

26. Fire Warden, First Aid and Work Health and Safety representative allowances

An employee will be paid a fortnightly allowance of \$21 if he or she:

- holds a current first aid certificate and the CEO has authorised the employee to perform first aid duties; or
- holds a fire safety training certificate and the CEO has authorised the employee to perform Fire Warden duties; or
- holds a certificate from an accredited health and safety training organisation and is elected by members of his or her designated work group to perform health and safety representative duties.

Employees will not be paid more than one allowance pursuant to this clause.

A Fire Warden Allowance, a First Aid Officer Allowance and a Health and Safety Representative Allowance count as salary for superannuation purposes.

27. Organisational Liaison Officer allowance

An employee who performs the duties of Organisational Liaison Officer in the office of a Minister or Parliamentary Secretary will be paid a fortnightly allowance in lieu of overtime in accordance with the following table:

Commencement of the Agreement (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
\$21,093	\$21,409	\$21,944

28. General on-call allowance

An employee who has been directed to be contactable and available to be called out to perform extra duties outside the bandwidth of 7.00 am - 7.00 pm will be entitled to an out of hours payment for each week the employee is so directed, calculated in accordance with the following table:

Commencement of the Agreement (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
\$505	\$513	\$526

For any period of on-call of less than one week in total, the employee will be paid 1/7 of the on-call allowance for each 24-hour period.

If an employee is on call and is recalled to duty at a place of work, the employee will be paid overtime at the applicable rate of pay so long as the cumulative time involved in performing that duty is more than one hour. In this case, the rate of overtime is the applicable rate of pay for the total period worked.

Executive Level 1 and 2 employees may be eligible for payment of an on-call allowance as determined by the CEO.

29. Investigator on-call allowance

All TSIs covered by this Agreement will make themselves available to undertake the duties associated with the current ATSB non-office hours information, notification and response rosters and associated tasks and will receive an Investigator On-Call Allowance in accordance with the following table (the allowance includes an amount in lieu of telephone line rental costs and the cost of work-related calls):

Commencement of the Agreement (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
\$9,597	\$9,741	\$9,985

If a TSI is released, with the approval of the CEO, from the roster requirements because of extenuating circumstances, the TSI will not be paid the Investigator On-Call Allowance. If a TSI is deemed on reasonable grounds by the CEO not to meet WH&S or competency requirements of the roster, he or she will not be paid the Investigator On-Call Allowance until the issues are satisfactorily resolved.

The Investigator On-Call Allowance counts as salary for all purposes.

30. On-call periods

TSIs will be on-call for no more than 18 weeks each year (with 15 weeks on-call generally applying). If this requirement changes because of operational requirements, any further on-call periods above 18 weeks will attract additional payment of On-Call Allowance as provided in clause 29 of this Agreement.

TSIs not on-call may be called in the case of a major accident, a series of less major occurrences, or if particular skills or specialist knowledge are required. Non-rostered investigators called in these circumstances would make themselves available where possible.

31. Newly recruited TSIs

Newly-recruited TSIs will generally be rostered during normal office hours for investigations for training purposes. Outside of office hours, they may be invited to participate in investigations on an opportunity basis.

Newly recruited TSIs will be eligible for Investigator On-Call Allowance if they have:

- completed general investigation policy briefings;
- completed work health and safety requirements;
- attained satisfactory probation reports; and
- been recommended by their supervisor as being capable of acting as part of an investigation team.

Note: these requirements would generally be completed within 6 to 12 months of commencing employment.

32. Meal allowances

Employees who work two hours of overtime on a normal rostered work day, or four hours on a non-work day, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.

Employees who work nine hours continuous overtime will be entitled to a further meal allowance.

Employees who are performing overtime at home, or who are on the HBW scheme, will not be entitled to a meal allowance.

Meal allowance will be paid to employees through the fortnightly payroll system.

33. Employees travelling on official duty – domestic and overseas

The ATSB will meet all fair and reasonable costs associated with official domestic and international travel while an employee is on official duty. Details are set out in the ATSB's Travel Policy and supporting guidance.

If an employee travelling on official duty is required to take Personal Circumstances Leave for medical reasons, the employee may apply to the CEO to be reimbursed for the cost of his or her return home. Any reimbursed costs must not exceed the amount that would have been payable had the employee been on duty.

In recognition of the requirement for TSIs to travel frequently and at short notice and to improve the operational efficiency of TSIs working in remote locations:

- TSIs have the right to refuse travel with organisations or in vehicles that may, on reasonable grounds, be considered unsafe, particularly in areas outside Australia; and
- TSIs will be provided with an airline lounge membership.

34. Private motor vehicle allowance – for official business

An employee may be authorised, in advance, to use a private motor vehicle owned or hired by the employee for official purposes if the CEO decides that it is appropriate to do so, having regard to the individual circumstances. Use of the car for official purposes is at the employee's own expense and risk.

If an employee's private motor vehicle is approved for official purposes, the employee will be entitled to be paid the amount per kilometre as specified in Part 2 of Schedule 1 of the Income Tax Assessment Regulations 1997. On request by the ATSB, an employee will provide evidence of the engine capacity of the employee's private motor vehicle for the purposes of determining the applicable rate of allowance.

Reimbursements

35. Relocation assistance

Where an employee is relocated at the instigation of the ATSB, the ATSB will meet all fair and reasonable costs associated with the relocation.

The cost of relocating must be approved by the CEO in advance of the employee's removal, having regard to the employee's personal circumstances. Further information is in the ATSB's employment procedure.

If an employee voluntarily leaves the ATSB (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the relocation, the ATSB may seek reimbursement of the relocation assistance.

36. Reimbursement for work related expenses

Employees may be reimbursed for fair and reasonable work-related expenses incurred during the course of, or arising out of their employment, if the CEO so decides.

37. Reimbursement for cancellation of approved leave

Subject to the presentation of receipts for consideration by the CEO, an employee may be reimbursed the unrecoverable costs arising from the employee's approved leave being cancelled or the employee being recalled to duty while on Annual or Long Service Leave.

38. Reimbursement for life insurance policy loading

If an employee's life insurance policy includes a loading based on or originating from the nature of the employee's official duties, the employee may be reimbursed that part of the cost of the policy to which the loading relates.

A 'life insurance policy' means a life policy within the meaning of section 9 of the Life Insurance Act 1995 (Cth).

Working hours

General provisions

39. Standard working hours

Standard hours of work in the ATSB are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00 am to 7.00 pm. This is a total of 37.5 hours per week or 150 hours per four-week settlement period.

Standard hours for part-time employees shall be those agreed between the employee and their supervisor in accordance with this clause.

40. Unauthorised absence

Where an employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this agreement will cease to be available until the employee resumes work or is granted leave.

Where an employee is absent from duty without authorisation, the period of absence will not count as service for any purpose.

41. Bandwidth

Any employee may propose a different working pattern either on a short-term or continuing basis.

Any individually negotiated bandwidth may encompass any hours of the week.

Regardless of the bandwidth applying to an employee, he or she must break for at least 30 minutes after five hours continuous work.

42. Home Based Work

Employees are entitled to apply for HBW and any such application will be considered subject to operational requirements. Further information is in the ATSB's employment procedure.

43. Regular part-time work

An employee may, by written agreement with the employee's supervisor, work less than an average of 75 hours a fortnight over a specified period. Employees must work at least three hours on any agreed working day.

An employee may, with the agreement of his or her supervisor, vary the agreed hours of work.

An employee and their supervisor will annually review part-time arrangements.

Salary, benefits and allowances, except expense-related allowances or reimbursements, for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full time employees.

A supervisor may initiate the introduction or extension of part-time employment, but a full-time employee will not be required to convert to part-time hours (or vice versa) without the employee's agreement.

If a full-time employee initiates part-time work, the employee will have the right to revert to full-time employment, subject to operational requirements:

- at the expiry of the agreed period; or
- if the reversion is required or compelled by a change in the employee's circumstances.

An application to work on a part-time basis from employees returning from maternity, adoption and foster leave, who have primary care responsibilities for the child, will be favourably considered subject to operational requirements.

44. Travelling – domestic

If an employee travelling domestically on official duty is required to work longer than 7.5 hours in a standard day, the employee may record the time spent travelling domestic out of hours as working hours excluding the usual time taken for the employee to travel to and from their regular place of work.

If an employee is required to travel domestically on a day the employee is not normally rostered for duty, the employee may record all of the actual time spent travelling domestic as working hours at single time rates.

This clause allows an employee and the employee's supervisor to agree to a local arrangement for time off in lieu (TOIL) to recognise domestic travel undertaken out of hours.

Flexible hours

45. Flexible hours – Executive Level employees

Executive Level (EL) employees will be required, as senior professionals responsible for delivering key work outputs, to work additional hours from time to time but may, by agreement in advance with their supervisor, work flexible hours. The ATSB has employment procedures on working hours. EL employees are entitled to be absent from the workplace, including whole days off, under a flexible hours arrangement approved by their supervisor.

Flexible hours for EL employees are not based on an hour-for-hour recognition.

EL employees may use either an attendance record or diary to record hours of attendance. Any short-term absences that have been agreed and recorded in the diary or attendance sheet need not be covered by official leave.

46. Flextime

Flextime is available to all APS Levels 1 – 6 employees to enable employees to start and finish work at times of their choosing, subject to operational requirements, the availability of work, and the approval of the employee's supervisor, which may be either general or specific.

Part-time employees may access the same flextime arrangements as full-time employees but their maximum flextime credit and debit levels will be on a pro rata basis.

Flextime may not be used to vary a part-time employee's hours without the consent of the employee concerned.

47. Flextime credits

Employees may accrue flextime credit to a total of 22.5 hours. Employees may carry forward a greater accrued flextime credit than 22.5 hours, subject to the explicit agreement of their supervisor.

With the agreement of their supervisor and subject to operational requirements, an employee may take as much consecutive flextime leave as they have accrued.

Employees should have an opportunity to exhaust their flex leave credits before ceasing their employment with the ATSB.

If an employee leaves the ATSB, any unexhausted flex credit will not be paid out.

48. Flextime debits

Employees may carry forward a maximum flextime debit of 15 hours from one pay period to the next.

Employees with a maximum flextime debit of 15 hours may be required to take any additional debits as leave without pay.

Overtime

49. Overtime for APS employees

APS Level 1 – 6 employees are entitled to overtime payment, or time off in lieu (TOIL), if their supervisor has directed that they perform additional duties, as follows:

- if the day is a normal work day for the employee — payment of overtime or accrual of TOIL commences on the employee completing more than 7.5 hours duty in a single day (subject to a recall to duty in an emergency); or
- if the day is not a normal work day — payment of overtime or accrual of TOIL will be for all hours worked.

Overtime will be payable or TOIL will accrue only to employees who do not have a flextime debit at the time of performing the additional duties. If an employee has a flextime debit and performs overtime, the flextime debit will be set-off at the same rate as the applicable overtime rate.

APS Level 1 – 6 employees who are recalled to duty in an emergency at a time when they would normally not have been on duty will have the time taken to travel to and from emergency duty included in their overtime payment or TOIL accrual. In such cases, Motor Vehicle Allowance will also be payable if use of the employees' private vehicle for official duty has been approved. However, employees who commence normal work immediately after their emergency duty will be paid only for the inward journey.

50. Overtime for Executive Level employees

Executive Level 1 and 2 employees are not eligible for overtime payments except in the case of a Major accident (including Level 1) or other exceptional circumstances as determined by the CEO.

51. Overtime for part-time employees

APS Level 1 - 6 part-time employees who are directed to work outside their agreed daily hours for any particular day are entitled to overtime payments.

52. Overtime rates

The rates payable for overtime are as follows:

- **Monday to Sunday:** time and a half; and
- **Public holidays:** single time for the first 7.5 hours (as an additional payment - employees already receive single time payment for public holidays) and double time after that.

The rate of overtime includes any allowances being paid as salary.

Leave

Leave types and general provisions

53. General provisions

Leave may only be taken with the approval of the CEO (or the appropriate delegate).

For leave purposes, a standard day is one involving standard hours of work of 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00am to 7.00pm.

If a full-time employee takes any form of leave for an entire day on which the employee would normally work, a standard day will be debited from the employee's applicable leave balance, except for LSL under the LSL Act, in which case a standard day will be deducted for each calendar day taken.

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 transferred, provided there is no break in continuity of service.

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.

For the purpose of this clause, 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

Personal Circumstances Leave

54. Coverage

Personal Circumstances Leave (PCL) is leave based on the traditional circumstances of sick, family and emergency leave, as well as leave for any other approved purpose.

PCL shall be granted for:

- personal illness or injury or to provide care or support, to a member of the employee's family or household who requires care and support because of personal illness or injury or an unexpected emergency affecting the employee's family member.
- other reasons for an application of PCL are set out within the ATSB's employment procedure.

PCL must not be taken for 'any other purpose' to the extent that it results in an employee having access to less than the minimum 10 days per annum for the intended purpose under the NES.

An employee may be directed to take PCL on the basis of a medical report stating the employee is unfit for duty.

The maximum period of continuous PCL that may be granted to an employee under this clause is 52 weeks, unless the employee has accrued more than 52 weeks paid PCL, or is otherwise entitled to paid leave under the NES, in which case the employee may be granted that period of paid PCL.

PCL without pay does not count as service for any purpose except for the purposes of the LSL Act where that leave is taken for the reason of personal illness or injury only.

PCL should not be used where Flex Leave or Time Off In Lieu is a more appropriate form of leave.

55. Exclusions

An employee who falls ill during a period of approved Other Leave without pay cannot apply for PCL during that period.

An employee who is entitled to leave with pay under the ML Act is not entitled to PCL with pay for any period of paid Maternity Leave.

56. Accrual

An ongoing employee who works full-time is entitled to up to 135 hours (18 days) full pay PCL on engagement and will receive a further accrual of 135 hours on completion of each 12-month period of service.

Accrual of PCL is unlimited for ongoing and non-ongoing employees.

The PCL accrual for an ongoing employee who works part-time will be based on the employee's prescribed weekly hours on a pro-rata basis.

Non-ongoing employees employed for a period of more than 12 months will be credited PCL in the same manner as an ongoing employee.

Non-ongoing employees employed for a period of less than 12 months will accrue PCL progressively and be credited monthly in advance (based on the employee's commencement date).

An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988* (Cth) for more than 45 weeks accrues PCL credit on a pro rata basis based on the hours worked.

Absences which do not count for service totalling more than 30 calendar days in a PCL year defer the next PCL accrual by one day for each day's absence.

PCL credits are accrued in hours and minutes.

57. Applying for PCL

An employee applying for PCL may be granted leave of absence with pay subject to:

- the employee's available leave credits;
- notice by the employee of the prospective absence where practicable, or as early as possible on the day of absence; and
- if required by the supervisor, provide supporting evidence in accordance with section 107 of the FW Act.

58. Half pay

Paid PCL will be debited at the relevant full pay rate, unless the employee requests conversion to half pay.

An employee may apply to take PCL without pay while the employee has accrued paid leave credits.

59. Spent PCL credits

The CEO may allow an employee to:

- anticipate one year's PCL accrual where paid credits are exhausted; or
- take PCL without pay where paid credits are exhausted.

60. Additional paid PCL

In exceptional circumstances, an employee may be granted additional paid, part paid or unpaid PCL by the CEO if the employee's paid credits are exhausted.

Compassionate/Bereavement Leave

61. Coverage

Employees will be granted three (3) days paid Compassionate Leave on each occasion that a member of his or her immediate family or household:

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

The employee may take the period of leave as a single period of three (3) days or any separate period which the CEO and employee agree. The CEO may require the employee to provide evidence to support the request for leave.

Compassionate Leave for irregular and intermittent employees is unpaid.

Annual Leave

62. Accrual

The primary Annual Leave entitlement will accrue as 150 hours per annum.

Annual Leave counts as service for all purposes.

Annual Leave accrues daily and will be credited monthly once the employee has completed 30 calendar days service.

Annual Leave may be taken at either full-pay or half-pay.

Annual Leave will not generally be paid in advance and in any case not be advanced across two financial years.

Annual Leave will be taken at a time agreed between the employee and the employee's supervisor.

Approved annual leave may be cancelled and reccredited where an employee makes application and their supervisor agrees that special circumstances warrant this.

An employee on Annual leave may, on production of medical or other supporting documentation, apply to take PCL for illness, injury and caring purposes or Compassionate Leave and have the Annual leave reccredited.

Annual Leave cannot be used to break periods of LSL except as provided for by the Maternity Leave Act.

63. Forgoing Annual Leave

The CEO may approve an employee's written application to cash out up to two weeks of accrued annual leave per calendar year. Where such approval is given, the employee will be paid a lump sum payment equivalent to the full amount that would have been payable to the employee during Annual Leave. The application and approval must be documented in a written agreement.

An employee may only apply to cash out leave pursuant to this clause if the employee:

- has at least 12 months continuous service in the APS; and

- has taken at least an equivalent amount of annual leave in the previous 12 month period to the amount they are seeking to cash out;
- will have a remaining accrued entitlement to paid annual leave of at least four weeks after any cash out;
- each cashing out of a particular amount of paid annual leave must be in a separate written application to the CEO; and
- the employee must be paid at least the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.

64. Directed Annual Leave

Where an employee has accrued 450 hours or more of annual leave, the CEO may require an employee to absent themselves from the workplace and take annual leave on one month's written notice to the employee, unless the manager has in place a demonstrated strategy to reduce the accrued leave within three months. The CEO may require an employee to take up to 75 hours of annual leave in each instance.

An employee may not be required to take annual leave under this clause where:

- the employee has made an application for annual leave of a period greater than 75 hours in the previous 6 month period and the application was not approved; or
- the employee is following a leave management strategy to reduce the employee's amount of accrued leave, which has been agreed with their supervisor.

65. Payment on separation

On separation from the APS, an employee will be entitled to payment in lieu for Annual Leave accruals.

Payment in lieu will be calculated using the employee's final salary, including allowances that would have been included during Annual Leave. Remote localities assistance will be included in the calculation only for leave accrued in a remote locality.

Purchased Leave

66. Coverage

Subject to an employee having at least 12 months continuous service in the APS, the employee may apply to purchase up to 40 days additional leave per year. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12 month period commencing on the first pay after the application to purchase leave is approved. Periods of purchased leave count for service.

Purchased leave must be used:

- within 12 months of the application to purchase leave being approved; and
- in amounts of no less than 5 consecutive days.

An employee will be refunded any unused purchased leave amount after 12 months, unless the employee receives written approval to carry the purchased leave over.

Applications for purchased leave will be considered having regard to the operational requirements of the ATSB.

Other leave

67. Coverage

Other Leave (OL) is available for a purpose that the CEO considers to be in the interest of the ATSB, the Commonwealth, or the community in general or where the employee is entitled to leave under the NES that is not otherwise covered under this agreement.

OL will not be granted if another form of leave is more appropriate.

OL may be paid or unpaid leave:

- subject to any condition imposed under this clause, approved OL with pay counts as service for all purposes;
- approved OL without pay counts as service if the CEO so decides in writing; and
- OL without pay does not count as service for any purpose if the employee does not resume duty in the ATSB at the end of the period of the OL.

Maternity Leave

68. Coverage

An eligible employee is entitled to up to 14 weeks full pay ML (comprising up to 12 weeks under the ML Act and up to an additional two weeks under this agreement), after completing a minimum of 12 months of continuous employment as defined by the ML Act.

Under the ML Act, an employee is entitled to access up to 52 weeks leave.

An employee may elect to spread the payment for the period of up to 14 weeks' paid maternity leave over a period of up to 28 weeks. A maximum of 14 weeks' paid leave will count as service.

Detailed information is available in the ATSB's employment procedures.

Adoption/Foster Carers Leave

69. Unpaid Adoption/Foster Carers Leave

An employee who has at least 12 months' continuous service in the APS is entitled to unpaid adoption/foster carer's leave equivalent to, and administered in the same way as that provided by Subdivision B of Division 5 of Part 2-2 of the FW Act.

A period of unpaid adoption/foster carers leave does not break the employee's period of continuous service, but will not count as service for any purpose.

70. Paid Adoption/Fosters Carers Leave

An employee who:

- has at least 12 months continuous service in the APS;
- adopts an eligible child or assumes long-term responsibility for an eligible child arising from the placement of the child through a permanent fostering arrangement; and
- is that eligible child's primary care giver,

is entitled to up to 14 weeks paid adoption/foster carers leave immediately after the placement of the eligible child with the employee for adoption or fostering.

An employee may elect to spread the payment for the period of up to 14 weeks' adoption/foster carer's leave over a period of up to 28 weeks. A maximum of 14 weeks' paid leave will count as service.

Detailed information is available in the ATSB's employment procedures.

An employee who applies for paid adoption/foster carers leave must provide the ATSB with the following documents:

- a statement from an adoption/fostering agency of the expected date for the placement of the eligible child; and
- a statutory declaration made by the employee which states:
 - that the child who will be placed with the employee is an eligible child;
 - that the employee intends to be the child's primary care-giver at all times while on paid adoption/foster carers leave; and
 - the first and last days of the period (or periods) of adoption/foster carers leave, or any other authorised leave taken, or intended to be taken, by the employee's spouse or partner, where relevant because of the placement of the child.

An employee may not take PCL during the period of paid adoption/foster carers leave.

Paid adoption/foster carers leave counts as service for all purposes.

For the purposes of this clause, eligible child means a child who:

- has not previously lived continuously with the employee for a period of 6 months or more before the day of placement; and
- is not a child or step-child of the employee or the employee's spouse or the employee's de facto partner.

Parental leave

71. Unpaid parental leave

An employee who has at least 12 months continuous service in the APS and has or will have a responsibility for the care of the child is entitled to unpaid parental leave of 12 months. Upon request from the employee, the ATSB will agree to an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.

72. Paid parental leave

An employee who has become a new parent, either through birth, adoption or fostering and is not the primary caregiver, nor has ever been the primary caregiver, is entitled to 6 weeks paid parental leave to be taken at any time during the period they qualify for unpaid leave.

An employee may not take PCL during the period of paid parental leave.

Paid parental leave counts as service for all purposes.

73. Return to work after parental leave

On ending maternity leave, adoption/foster leave and/or parental leave, an employee is entitled to a return to work guarantee equivalent to that provided by section 84 of the FW Act.

Long Service Leave

74. Coverage

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

The minimum period during which long service leave can be taken is seven calendar days (at full pay) or 14 days (at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Defence Reserve Leave

75. Coverage

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

An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except for Annual leave.

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.

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.

Annual Closedown

76. Coverage

The ATSB's offices will be closed for normal business purposes during the period from 25 December to the first working day following the first day of January ('the Annual Closedown').

Over the Annual Closedown, employees who work full-time are entitled to absent themselves for the working days during that period and record on their attendance record approved Closedown Leave. There will be no requirement to take Annual or flextime leave over this period. Employees who work part-time are entitled to credit themselves with the number of hours that they would have worked during the working days of approved Closedown Leave.

If an employee is recalled to duty to attend an emergency during a period of Closedown Leave, the employee is entitled to overtime in accordance with clause 49.

Public Holidays

77. Coverage

Employees will be entitled to the following public holidays:

- New Year's Day (1 January);
- Australia Day (26 January);
- Good Friday;
- Easter Monday;
- Anzac Day (25 April);
- 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);
- Christmas Day (25 December);
- Boxing Day (26 December);
- Any other day, or part-day, declared or prescribed by or under 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 a day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

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.

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

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 that day.

Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers 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).

Performance management

Performance management framework

78. Managing individual performance

There is an obligation for all employees including supervisors to participate fully in the ATSB's individual performance management system.

The ATSB's employment procedures set out how individual performance is managed.

79. Performance standards

As part of six monthly performance exchanges, each employee will be assessed against the following performance standards:

- "exceeds expectations" – the employee has clearly and consistently demonstrated superior overall performance and made significant contributions, exceeding the performance standards for the job. Objectives not met were due to circumstances beyond the individual's control;
- "effective" – the employee has consistently demonstrated effective performance and met the performance standards for the job. Objectives not met were due to circumstances beyond the individual's control; or
- "requires development" – the employee requires further development in order to meet the performance standards for the job.

Detailed advice on performance standards and on how performance will be fairly assessed will be set out in the ATSB's employment procedures.

80. Managing underperformance

The ATSB's employment procedures set out how underperformance is managed.

Learning and development

81. Study assistance

Financial assistance may be approved by the CEO for any or all of the following items:

- the amount of the discounted up-front fee for Commonwealth supported places, or up to 100% of other course/tuition fees (if no discount is available);
- compulsory administrative fees (if any) imposed by the educational, technical or professional institution;
- the accommodation and travel costs of compulsory residential programs for external students; and
- any other compulsory costs if, in the opinion of the CEO, non-payment would hinder a student's ability to complete an approved course of study satisfactorily.

The CEO may approve up to eight hours paid leave per week to enable an employee to travel to and attend lectures.

If an employee voluntarily leaves the ATSB (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the financial assistance, the ATSB may seek reimbursement of the financial assistance paid during this period.

82. Professional membership/accreditations

The ATSB recognises the benefits of membership of professional organisations and may reimburse membership fees and accreditation fees where a membership or accreditation from a professional association is appropriate or required for an employee to undertake their responsibilities for the ATSB.

Where it is required for an employee to undertake their responsibilities as a lawyer for the ATSB, the Agency will reimburse the annual cost of their practising certificate and other costs (if any) in maintaining their accreditation, including for any CLE (Continuing Legal Education) requirements.

Health and support

83. General provisions

The ATSB will:

- conduct and maintain a health and wellbeing program;
- make available annual influenza vaccinations to all employees;
- provide access by employees and their families to the Employee Assistance Program;
- provide access to specialist critical incident stress debriefing to employees as required;
- provide reasonable time off in lieu (TOIL) for additional time worked by employees following deployment to an accident site as set out within the ATSB's employment procedure;
- maintain, where practicable, facilities to allow employees with child caring responsibilities to perform their duties in the workplace, on a needs basis.

Redeployment and redundancy

Redeployment, retrenchment and redundancy

84. Excess employees

The following provisions apply to ongoing APS employees not on probation.

For the purposes of this Agreement, an employee may be declared excess if the CEO considers that:

- the employee is included in a class of employees employed in the ATSB, which class comprises a greater number of employees than is necessary for the efficient and economical working of the ATSB; or
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the ATSB or structural or similar changes in the nature, extent or organisation of the functions of the ATSB; or
- the duties are to be performed at a different locality, which is not within a capital city and the employee is not willing to move to the different locality.

If requested, the employee may have a representative present at any discussions concerning the application of this Section to the employee.

85. Notification and consultation process

When the CEO is aware that an employee is likely to become excess, the CEO will at the earliest practicable time commence the consultation process by advising the employee of the situation.

Discussions with the potentially excess employee will be held to consider:

- reasons for the excess employee situation and the method used to determine excess employees;
- measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;
- job swap opportunities at level;
- referral to an appropriate employment agency at departmental expense; and
- whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.

Where an employee is potentially excess or is excess, the CEO may:

- invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess;
- allow a job swap within the ATSB where it is judged that:
 - the employee is suitable for the job after a reasonable period of adjustment; and
 - it would be of no detriment to the efficient operation of the gaining area;
- allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the ATSB; and
- if the employee wishes, refer the excess employee to an agreed employment agency at the ATSB's expense.

Unless requested by the employee, the CEO will not advise an employee that he or she is excess within one month of the employee receiving advice under this clause and until, in the opinion of the CEO, the discussions in this clause have been completed.

If, one month after the commencement of the consultation process, the discussions have been completed and the employee has not secured a permanent job within the ATSB or another APS agency, the CEO will, taking into account the redeployment prospects of the excess employee and the excess employee's wishes:

- place the employee on a retention period; or
- make an offer of voluntary retrenchment if an offer has not already been made.

Prior to or at the time the CEO notifies an employee that he or she is excess, the employee will receive the following information:

- the amount of severance pay, pay in lieu of notice and paid up leave credits;
- the amount of accumulated superannuation contributions;
- options open to the employee concerning superannuation; and
- taxation rules applicable to the various payments.

An excess employee will be reimbursed reasonable costs for financial counselling up to an amount determined by the CEO.

86. Voluntary retrenchment

Where the CEO invites an excess employee to elect to be retrenched, the employee will have a consideration period of one month to elect for voluntary retrenchment.

On receipt of an agreement from the excess employee to be voluntarily retrenched, the CEO will terminate the excess employee's employment under section 29 of the PS Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.

Only one offer of a voluntary retrenchment will be made to an excess employee.

87. Period of notice

Where the employee agrees to be voluntarily retrenched under clause 85, the CEO can approve the employee's retrenchment and upon approval will give the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).

Where an employee is retrenched prior to the end of the notice period, the employee will receive payment in lieu of any unexpired portion of the consultation process, consideration and notice periods.

88. Severance benefits

An excess employee who elects to accept an offer of a VR and whose employment is then terminated by the CEO under section 29 of the PS Act is entitled to be paid a redundancy payment equal to two weeks salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service, or any greater redundancy payment payable under the NES.

The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

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.

Subject to this clause, service for redundancy pay purposes means:

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

Any period of service which ceased:

- through termination on the following grounds or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under subsection 22(6) of the PS Act;
 - breach of the APS Code of Conduct; or
 - any other ground prescribed by the Public Service Regulations; or
- on a ground equivalent to those in the above paragraph under the repealed Public Service Act 1922; or
- through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, such as a military pension;
- will not count as service for redundancy pay purposes.

Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

89. Rate of payment – redundancy benefit

For the purpose of calculating any payment under clause 88, salary will include:

- the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or
- the higher salary, where the employee has been in receipt of ARA for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and

- 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 (e.g. car parking allowances), or a payment for disabilities associated with the performance of duty;
- shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retrenchment. A weekly average of penalties due over the 12 months will be included in the salary; and
- to the extent that redundancy payment is required by the NES, any additional amount required by the NES.

90. Retention period

An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:

- 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- seven months for other employees.

If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period 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 the clause).

The retention period will commence on the earlier of the following:

- the day the employee is advised in writing by the CEO that he or she is an excess employee; or
- one month after the day on which the CEO invites the employee to elect to be retrenched.

The CEO will consider an excess ATSB employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the ATSB seeks a move at level. An excess employee on retention is not eligible to access the provisions of this Agreement for job swapping as described in clause 85.

During the retention period the CEO:

- will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
- may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period.

- The salary maintenance will include:
 - the higher salary where an employee has been in receipt of ARA for more than 12 months continuously and the ARA would have continued except for the excess situation; and
 - 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.

During the retention period the excess employee will:

- take reasonable steps to find alternative employment; and
- actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

The retention period will be extended by any periods of certified illness taken during the period.

The excess employee is entitled to assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

Where the CEO believes there is insufficient productive work available for an excess employee during the retention period, the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act and pay the balance of the retention period (adjusted for the NES) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

An excess employee will be given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched. Wherever possible, this notice period will be concurrent with the retention period. An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be retrenched or has elected to be retrenched but the CEO refuses to approve it.

Workplace consultation and dispute resolution

Consultation

91. Consultation term

- (1) This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion-provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

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

The CEO will establish a Professional Committee under a charter that sets out the committee's objectives, composition and tenure, role, reporting and administrative arrangements.

Prior to any employment procedures being amended or introduced, the ATSB will make the employment procedure available to employees for comment and feedback for a period of two weeks. The ATSB will consider any comments or feedback received in relation to the employment procedure prior to finalising the employment procedure.

Dispute resolution term

92. Dispute resolution

If a dispute relates to a matter arising under the Agreement; or the National Employment Standards, this term sets out procedures to settle the dispute.

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

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

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

The Fair Work Commission may deal with the dispute in 2 stages:

- the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

- 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
- an employee must comply with a direction given by the ATSB to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable work health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Attachment A – classification and salary tables

The following tables set out the ATSB's rates of pay and classification levels under this Agreement:
General classifications (clause 10).

Pay level	Commencement of the first year (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
APS 1.1	\$42,528	\$43,166	\$44,245
APS 1.2	\$43,829	\$44,486	\$45,598
APS 1.3	\$45,134	\$45,811	\$46,956
APS 1.4	\$46,843	\$47,546	\$48,735
APS 2.1	\$48,164	\$48,886	\$50,108
APS 2.2	\$49,614	\$50,358	\$51,617
APS 2.3	\$51,247	\$52,016	\$53,316
APS 2.4	\$53,174	\$53,972	\$55,321
APS 3.1	\$54,952	\$55,776	\$57,170
APS 3.2	\$56,367	\$57,213	\$58,643
APS 3.3	\$57,786	\$58,653	\$60,119
APS 3.4	\$59,335	\$60,225	\$61,731
APS 4.1	\$60,886	\$61,799	\$63,344
APS 4.2	\$62,826	\$63,768	\$65,362
APS 4.3	\$64,452	\$65,419	\$67,054
APS 4.4	\$66,161	\$67,153	\$68,832
APS 5.1	\$67,972	\$68,992	\$70,717
APS 5.2	\$70,114	\$71,166	\$72,945
APS 5.3	\$72,076	\$73,157	\$74,986
APS 5.4	\$73,393	\$74,494	\$76,356
APS 6.1	\$75,127	\$76,254	\$78,160
APS 6.2	\$78,663	\$79,843	\$81,839
APS 6.3	\$82,201	\$83,434	\$85,520
APS 6.4	\$85,744	\$87,030	\$89,206
EL 1.1	\$94,445	\$95,862	\$98,259
EL 1.2	\$98,014	\$99,484	\$101,971
EL 1.3	\$101,947	\$103,476	\$106,063
EL 1.4	\$104,254	\$105,818	\$108,463
EL 2.1	\$112,235	\$113,919	\$116,767
EL 2.2	\$116,706	\$118,457	\$121,418
EL 2.3	\$122,981	\$124,826	\$127,947
EL 2.4	\$128,101	\$130,023	\$133,274

Transport Safety Investigator broadband (clause 10):

Pay level	Commencement of the first year (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
APS 6.1 TSI	\$84,130	\$85,392	\$87,527
APS 6.2 TSI	\$87,668	\$88,983	\$91,208
EL 1.1 STSI	\$101,947	\$103,476	\$106,063
EL 1.2 STSI	\$108,944	\$110,578	\$113,342
EL 2.1 STSI	\$116,706	\$118,457	\$121,418
EL 2.2 STSI	\$128,101	\$130,023	\$133,274
EL 2.1 TLTSI	\$133,435	\$135,437	\$138,823
EL 2.2 TLTSI	\$137,943	\$140,012	\$143,512

Legal broadband (clause 10):

Pay level	Commencement of the first year (0.5%)	Commencement of the second year (1.5%)	Commencement of the third year (2.5%)
APS 6.1 LAW	\$73,700	\$74,806	\$76,676
APS 6.2 LAW	\$77,237	\$78,396	\$80,356
APS 6.3 LAW	\$84,315	\$85,580	\$87,720
EL 1.1 SLAW	\$94,410	\$95,826	\$98,222
EL 1.2 SLAW	\$101,947	\$103,476	\$106,063
EL 1.3 SLAW	\$114,455	\$116,172	\$119,076
EL 2.1 PLAW	\$122,981	\$124,826	\$127,947
EL 2.2 PLAW	\$129,897	\$131,845	\$135,141

Attachment B – Supported Wage System

93. Exclusions

This Attachment B does not apply to a current employee with a workers' compensation claim against the ATSB (regardless of whether liability has been accepted by Comcare), or to any employee undertaking rehabilitation for a work-related injury or illness.

This Attachment B does not apply to the ATSB in respect of any programme, undertaking, or service funded under the *Disability Service Act 1986* (Cth) to enable the ATSB to fulfil the dual role of service provider and sheltered employer to people with disabilities or who receive or are eligible for a Disability Support Pension, except to the extent that the ATSB, or a part of the ATSB, is recognised under ss.10 or 12A of that Act.

94. Eligible Employees

This Attachment B applies to an employee who is unable to perform the range of duties of his or her job at the required level of competence because the employee's productive capacity is affected by a disability and the employee meets the impairment criteria for a Disability Support Pension.

Employees to whom this Attachment B applies will be paid the percentage of the rate of pay applying to the duties of the employee's job relevant to the employee's assessed performance capacity as set out in the following table:

Assessed Capacity	% of salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

An employee to whom this Attachment B applies will be paid in accordance with the minimum weekly payment set by the Fair Work Commission (or its predecessor) or such appropriately higher amount as may be determined during the life of this Agreement to reflect one or more increases in the minimum wage.

If an employee's assessed capacity is 10% or less, the ATSB will provide a higher degree of assistance and support to him or her.

The productive capacity of an employee will be assessed in accordance with the SWS and documented in an assessment instrument by the ATSB and an Accredited Assessor.

An assessment instrument applying to an employee will be agreed and signed by the parties to the assessment, and lodged by the ATSB with Fair Work Commission together with the employee's applicable rate of pay.

The ATSB will review the employee's applicable rate of pay annually. The ATSB may undertake an earlier review on request if it is reasonable and practicable to do so. The review process will be in accordance with the procedures for assessing capacity under the SWS.

An employee to whom this Attachment B applies will receive the same terms and conditions of employment as apply to all other employees paid on a pro rata basis.

95. Trial period of employment

The ATSB may employ a person under the provisions of this Attachment B for a trial period under an interim contract of employment for a period not exceeding 12 weeks to enable the assessment of the person's performance capacity.

If any additional work adjustment time is required during the trial period, the additional time must not exceed a further 4 weeks.

During the trial period, the assessment of the person's capacity will be undertaken and the rate of pay determined for the person's ongoing employment.

During the trial period the person will be paid in accordance with the minimum weekly payment set by the Fair Work Commission (or its predecessor) or such appropriately higher amount as may be determined during the life of this Agreement to reflect one or more increases in the minimum wage.

On the completion of the trial period, if the ATSB and the person decide to establish a continuing employment relationship, a further contract of employment will be entered into based on the rate of pay determined under clause 94.

The ATSB will, in considering the engagement of a person to whom this Attachment B may apply, take reasonable steps to consider changes in the workplace that will enhance the person's capacity to perform the duties of the job. Changes may involve the re-design of duties, or new time or work arrangements. The ATSB will consult other employees in the area in these circumstances.

96. Interpretation

In this Attachment B:

Accredited assessor means a person accredited by the managing unit established by the Australian Government under the Supported Wage System (SWS) to perform assessments of an individual's productive capacity within the SWS.

Assessment instrument means the form provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.

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

Supported Wage System means the Australian Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

Formal Acceptance of the Agreement and Signatories

Employer signed for and on behalf of:

A handwritten signature in black ink, appearing to read 'Martin Dolan', with a long horizontal stroke extending to the right.

Martin Dolan

Chief Executive Officer

Australian Transport Safety Bureau

62 Northbourne Avenue Canberra ACT 2601

Bargaining Representative signed for an on behalf of:

A handwritten signature in blue ink, appearing to read 'Robert Smith', with a long horizontal stroke extending to the right.

Robert Smith

Appointed Bargaining Representative

Australian Transport Safety Bureau

62 Northbourne Avenue Canberra ACT 2601

Australian Transport Safety Bureau

Enquiries 1800 020 616

Notifications 1800 011 034

REPCON 1800 011 034

Web www.atsb.gov.au

Twitter @ATSBInfo

Email atsbinfo@atsb.gov.au