



Australian Government
Australian Transport Safety Bureau

ATSB



Australian Transport Safety Bureau
Enterprise Agreement 2024-2027

Formal acceptance of the Australian Transport Safety Bureau Enterprise Agreement 2024-2027 and signatories

The Australian Transport Safety Bureau Enterprise Agreement is made and approved under Section 172 of the *Fair Work Act 2009 (cth)*.

Employer

Signed for and on behalf of the Commonwealth of Australia

Angus Mitchell

Chief Commissioner/CEO

Australian Transport Safety Bureau

12 Moore Street Canberra ACT 2601

March 2024

Bargaining Representative

Signed for and on behalf of Professionals Australia

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March 2024

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Section 1 - Technical matters

Title

1. This agreement will be known as the Australian Transport Safety Bureau (ATSB) Enterprise Agreement 2024 - 2027.

Parties to the agreement

2. This agreement covers:
 - a. the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
 - b. all employees in the ATSB employed under the Public Service Act other than Senior Executive Service employees or equivalent; and
 - c. subject to notice being given in accordance with section 183 of the Fair Work Act, and the following employee organisation/s which was a bargaining representative for this agreement:
 - i) Professionals Australia; and
 - ii) Community and Public Sector Union (CPSU) which were a bargaining representative for this agreement.

Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

Delegations

5. The CEO may delegate or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including this power of delegation, and may do so subject to conditions.

National Employment Standards (NES)

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the ATSB in any respect when compared with the NES.

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies, procedures and guidelines, as implemented and varied from time to time.
9. Policies, procedures and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies, procedures and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

10. The ATSB and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration; and
 - vi) leave and leave loading; and
 - b. the arrangement meets the genuine needs of the ATSB and employee in relation to one or more of the matters mentioned in clause 10.a; and
 - c. the arrangement is genuinely agreed to by the ATSB and employee.
11. The ATSB must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act;
 - b. are not unlawful terms under section 194 of the Fair Work Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ATSB must ensure that the individual flexibility arrangement:
 - a. is in writing;
 - b. includes the name of the ATSB and employee;
 - 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;
 - ii) how the arrangement will vary the effect of the terms;
 - iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- e. states the day on which the arrangement commences.
- 13. The ATSB must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The ATSB 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 ATSB and employee agree in writing – at any time.
- 15. The ATSB and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

- 16. The following definitions apply to this agreement:

Agency Head means the Chief Executive Officer (CEO) of ATSB, or the person authorised by the CEO as their delegate.

Agreement means the Australian Transport Safety Bureau Enterprise Agreement 2024-27 or ATSB EA 2024-27

APS means the Australian Public Service.

APS agency means an agency whose employees are employed under the Public Service Act, including an agency as defined in section 7 of the Public Service Act whose employees are employed under that Act.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

ATSB means the Australian Transport Safety Bureau.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the Public Service Classification Rules 2000. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the Public Service Act who:

- a. is a casual employee as defined by the Fair Work Act; and
- b. works on an irregular or intermittent basis.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

CEO means the Chief Executive Officer.

Child means a biological child, adopted child, foster child, stepchild, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the Public Service Act who is covered by this agreement (whether full-time, part-time, or casual, ongoing, or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

EL means Executive Level

Fair Work Act means the *Fair Work Act 2009* as amended from time to time.

Family means:

- a. a spouse, former spouse, de facto partner, or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner, or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B(2) of the Fair Work Act.

Full-time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

Long Service Leave Act means the *Long Service Leave (Commonwealth Employees) Act 1976*.

Manager means an employee's direct Manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor.

Maternity Leave Act means the *Maternity Leave (Commonwealth Employees) Act 1973* and any successor legislation.

NES means the National Employment Standards at Part 2-2 of the Fair Work Act.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the Public Service Act for a specified term or for the duration of a specified task, and consistent with the Fair Work Act.

Ongoing employee has the same meaning as an employee engaged under section 22(2)(a) of the Public Service Act.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee whose ordinary hours are less than the ATSB's standard working hours of 37 hours and 30 minutes per week in accordance with this agreement.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the Maternity Leave Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

Public Service Act means the *Public Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

SRO means Safety Reporting Officer.

TSI means Transport Safety Investigator which incorporates a group of duties involving work value that applies to more than one classification (a broadband) as outlined in Table 6 of Attachment A – Base salaries.

Usual location of work means the designated office location identified in the employee's letter of offer, or other engagement documentation, or other location as specified by the CEO or delegate to the employee in writing.

Section 2: Remuneration

Salary

17. The salary rates will be as set out in Attachment A – Base salaries of this agreement.
18. The base salary rates in Attachment A – Base salaries include the following increases:
 - a. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - c. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on the base salary rates as at 31 August 2023.

Payment of salary

20. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Salary setting

21. Where an employee is engaged, moves to, or is promoted in the ATSB, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
22. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications, and skills.
24. Where an employee commences ongoing employment in the ATSB immediately following a period of non-ongoing employment in the ATSB, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ATSB.
25. Where an employee commences ongoing employment in the ATSB immediately following a period of casual employment in the ATSB, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ATSB.

26. Where an APS employee moves to the ATSB at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.
28. Where an employee requests, in writing, a temporary reassignment of duties at a lower classification level, the CEO will determine the employee's salary within the relevant salary range of the relevant lower classification for the period specified in the request.
29. Where an employee's classification is reduced to a lower classification, the CEO will determine the employee's salary within the relevant salary range of the lower classification.

Incremental advancement

30. Employees (excluding casuals) will advance to the next pay point within their substantive classification on the anniversary of their:
 - a. commencement with the ATSB; or
 - b. promotion to a higher classification level; or
 - c. progression through a broadband to a higher classification level,subject to
 - a. their participation in the performance and development framework and performing effectively or exceeding expectations for their substantive classification level, as determined by their Manager;
 - b. satisfying the requirements outlined in clause 31 to 32;
 - c. at least six months service on their substantive level on their review date. The CEO may exercise discretion where the eligible service is less than 6 months.
31. Eligible service for salary progression includes:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service;
 - c. service while employed on a non-ongoing basis.
32. During a period of unpaid parental leave employees will be eligible to progress a maximum of one increment, regardless of the length of the unpaid parental leave.
33. Employees who are acting at a higher classification who have:
 - a. participated in the performance and development framework and are performing effectively or exceeding expectations for their acting classification level, as determined by their Manager;
 - b. satisfy other eligibility criteria; and

c. at least six months service on their acting level on their review date

will be eligible for salary progression at both their substantive and acting classifications.

34. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification.

Accelerated salary progression

35. Employees who have participated in the performance and development framework and are exceeding expectations for their classification level, as determined by their Manager, may request to have their salary progression accelerated.
36. The CEO may progress the employee to the next pay point for their classification level before they have completed 12 months at that salary point on the recommendation of the employee's Manager. The Manager will confirm that the employee has participated in the performance and development framework; and has met the requirements of their job, including achieving a minimum rating of "exceeds expectations" at the time the request for accelerated salary progression is submitted.

Superannuation

37. The ATSB will make compulsory employer contributions as required by the applicable legislation and fund requirements.
38. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
39. The ATSB will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ATSB's payroll system.

Method for calculating superannuation salary

40. The ATSB will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
41. Employer contributions will be made for all employees covered by this agreement.
42. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

43. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

Overpayments

44. An overpayment occurs if the CEO (or the ATSB) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amounts payable under this agreement).
45. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
47. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the ATSB in full by the employee.
48. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
49. The ATSB and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
50. Interest will not be charged on overpayments.
51. Nothing in clauses 44 to 50 prevents:
 - a. the ATSB from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. the ATSB from pursuing recovery of the debt through other available legal avenues;
 - c. the employee or the ATSB from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

52. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
53. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Section 3: Allowances and reimbursements

Allowances

54. Unless otherwise stated in subsequent clauses, allowances will:
 - a. be paid during periods of paid leave if an employee would have continued to receive the allowance but for the leave taken;
 - b. be reduced on a pro rata basis during periods of leave taken at less than full pay.
55. An APS 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 in accordance with overpayment clauses 44 to 51.

Higher duties allowance

56. Where a role needs to be filled for two or more working weeks, or 10 working days, whichever is the lesser, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
57. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
58. Payment of higher duties allowance must not extend beyond 12 months, except in exceptional circumstances and where authorised by the CEO.
59. Where an employee is found to be eligible for salary progression at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
60. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
61. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least two working weeks.
62. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
63. Higher duties for part-time employees will be calculated on a pro-rata basis, being the appropriate percentage of the salary benefits applying to full-time employees.

General on-call allowance

64. An APS 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:

Preceding rate	From the later of commencement of the agreement or 14 March 2024 (4%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
\$698 per week	\$726 per week	\$754 per week	\$781 per week

- 65. 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.
- 66. Where 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.
- 67. Executive Level 1 and 2 employees may be eligible for payment of an on-call allowance as determined by the CEO.
- 68. The full allowance is payable regardless of flexible work, part-time arrangements or leave taken as less than full pay.

Transport Safety Investigator on-call allowance

- 69. All Transport Safety Investigators (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):

Preceding rate	From the later of commencement of the agreement or 14 March 2024 (4%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
12,566 per annum	\$13,069 per annum	\$13,566 per annum	\$14,054 per annum

- 70. 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 Work Health and Safety or competency requirements of the roster, they will not be paid the investigator on-call allowance until the issues are satisfactorily resolved.
- 71. The investigator on-call allowance counts as salary for all purposes and is paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee’s choice.
- 72. 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 a general on-call allowance as provided in clauses 64 to 68 of this Agreement.
- 73. 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.

74. The full allowance is payable regardless of flexible work, part-time arrangements or leave taken as less than full pay.

Newly recruited TSIs

75. Newly recruited TSIs will be eligible for the investigator on-call allowance upon successful completion of probation (if applicable) and induction training, as determined by the delegate. The investigator on-call allowance will be paid when the TSI is placed on the deployment roster.
76. Prior to completion of probation (if applicable) and induction training, newly recruited TSIs may be rostered outside of normal office hours for investigation deployments for familiarity training under supervision. Should this occur, the TSI is entitled to access the general on-call allowance provision outlined in clauses 64 to 68 of this agreement.

Meal allowance

77. Employees who work two hours of overtime on a normal rostered workday, or four hours on a non-workday, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by an Australian Taxation Office Determination as the reasonable amount for overtime meal expenses on reasonable travel and meal allowance expense amounts.
78. Employees who work nine hours continuous overtime will be entitled to a further meal allowance.
79. Employees who are performing overtime at home will not be entitled to a meal allowance.
80. Meal allowance will be paid to employees fortnightly through the ATSB's payroll system.
81. If an employee is working overtime during a deployment to an accident site and they use their corporate credit card as part of their travel allowance to purchase meals, then they cannot also claim the overtime meal allowance.
82. The full allowance is payable regardless of flexible work and part-time arrangements and does not count for superannation purposes.

Workplace responsibility allowances

83. A workplace responsibility allowance will be paid to an employee appointed or elected to one of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Emergency Warden;
 - d. Harassment Contact Officer; and
 - e. Mental Health First Aid Officer.
84. An employee will not receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

85. The rate will be:

From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

86. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.

87. The full allowance is payable regardless of flexible work and part-time arrangements.

88. An employee's physical availability to undertake the role will be considered by the ATSB when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives, depending on work group arrangements.

89. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

90. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in ATSB's policies and procedures.

91. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	From the later of commencement of the agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	From the later of commencement of the agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

92. The allowance is calculated annually and paid fortnightly.
93. The full allowance is payable regardless of flexible work and part-time arrangements.
94. The allowance is payable during periods of paid leave.
95. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Reimbursements

96. Employees may be reimbursed for fair and reasonable work-related expenses incurred during the course of or arising out of their employment, if approved by the CEO.
97. 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.
98. Where 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.
99. A 'life insurance policy' means a life policy within the meaning of section 9 of the *Life Insurance Act 1995* (Cth).

Section 4: Classifications and Broadbands

Work Level Standards

100. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the *Public Service Act 1999*.
101. The Transport Safety Investigator Work Level Standards (TSI WLS) describe the work undertaken within the broadband and is consistent with the *Public Service Classification Rules 2000* and made in accordance with section 23 of the *Public Service Act 1999*.

Classifications and broadbands

102. The ATSB's classification structure and broadbands are consistent with the *Public Service Classification Rules 2000 (the Classification Rules)*, and reflected in Attachment A: Base salaries. The ATSB has five broadbands, defined as:

- a. Transport Safety Investigation APS6 – EL2;
- b. Legal APS 6 – EL2;
- c. Safety Reporting Officer APS4 - APS6;
- d. Entry Level Technical Officer APS5 – APS6;
- e. Cadet APS1 – APS3.

103. The general salary progression requirements contained in clauses 30 to 34 apply to each salary point within a classification with the broadbands.

Transport Safety Investigation

104. The Transport Safety Investigation job stream incorporates all employees undertaking Transport Safety investigatory functions in the ATSB in a single structure aligned to the Classification Rules and incorporates APS6 to EL2 classification levels. The three TSI levels are as follows (for salary information refer to table 6 at attachment A):

- a. Transport Safety Investigator (TSI) APS6;
- b. Senior Transport Safety Investigator (STSI) EL1 - EL2; and
- c. Team Leader Transport Safety Investigation (TLSTSI) EL2.

105. The TSI (APS6) and STSI (EL1 and EL2) levels are broadbanded with soft barriers between APS6 and EL1, and EL1 and EL2.

106. Subject to approval by a delegate, a TSI (APS6) or STSI (EL1) who satisfies the qualifications criteria or the prescribed TSI work level standards may progress to the first pay point of the higher classification within the TSI broadband.

107. A competitive selection process will apply to Team Leader Transport Safety Investigation (EL2) appointments.

108. TSIs will be paid in accordance with the classification levels and salaries outlined in Table 6 in Attachment A – Base salaries.

Legal

109. The Legal job stream incorporates employees undertaking Legal functions in the ATSB in a single structure aligned to the Classification Rules. The LAW (APS6) and SLAW (EL1) levels are broadbanded with soft barriers between APS6 and EL1.

110. Subject to approval by a delegate a LAW (APS6) who satisfies any qualifications criteria or the prescribed APS work level standards may progress to the first pay point of the SLAW (EL1) classification level within the legal broadband.

111. A competitive selection process will apply for progression to the PLAW (EL2).

112. Legal Officers will be paid in accordance with the classification levels and salaries outlined in Table 5 in Attachment A – Base salaries.

Safety Reporting Officer

113. The Safety Reporting Officer (SRO) job stream incorporates employees undertaking Safety Reporting functions in the ATSB and encompasses the APS4, APS5 and APS6 classifications. The SRO (APS4) and SRO (APS5) levels are broadbanded with soft barriers between APS4 and APS5.

114. Subject to approval by a delegate, a SRO (APS4) who satisfies any qualifications criteria or the prescribed APS work level standards may progress to the first pay point of a SRO (APS5) within the SRO broadband. A competitive selection process will apply for progression to the SRO (APS6).

115. Safety Reporting Officers (SROs) will be paid in accordance with the salaries outlined in Table 4 in Attachment A – Base salaries.

Entry Level Technical Officer

116. The Entry Level Technical Officer broadband encompasses the APS5 and APS6 classifications. Entry Level Technical Officers are required to undertake a specific development program designed to provide them with the necessary skills and experience to be successful at the ATSB.

117. Subject to approval by a delegate, successful completion of the development program, and meeting the required performance standards in the performance and development framework, APS5 Entry Level Technical Officers will be progressed to the first pay point of the APS6 within the Entry Level Technical Officer broadband.

118. ATSB Entry Level Technical Officers will be paid in accordance with the salaries outlined in Table 4 in Attachment A – Base salaries.

Cadets

119. Cadet APS employees' rates of pay as a percentage of the APS1 pay point 1 will apply as follows:

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

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

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

122. On successful completion of their training, Cadet APS employees will move to the APS 3 classification within the Cadet broadband, and paid at a salary point at the minimum salary point or higher pay point as determined by the CEO.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

123. The APS is a career-based public service. In its engagement decisions, the ATSB recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

124. Where a consultative committee is in place, the ATSB will report to the ATSB consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification, and location of ongoing, non-ongoing and casual employees engaged by the ATSB.

Pathways to permanency

125. The ATSB and the APS will comply with the casual conversion provision of the Fair Work Act. In addition, the ATSB recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

126. A casual (irregular or intermittent) employee is defined in the definitions section.

127. A decision to expand the use of casual employees is subject to Section 10: Consultation, representation, and dispute resolution of this agreement.

128. The ATSB will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

129. Remuneration for casual employees will be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

130. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

131. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.

132. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

133. A non-ongoing employee is defined in the definitions section.

134. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

- a. personal/carer's leave accrual at clause 235; and
- b. redundancy provisions at clauses 450 to 483, subject to clause 135.

135. If the non-ongoing employee's contract is not permitted by section 333E of the Fair Work Act, then the redundancy provisions at clauses 450 to 483 will apply.

136. If the redundancy provisions apply to an employee under clause 135, the ATSB must adhere to the consultation requirements at clauses 402 to 406.

Working hours

137. 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.

138. Standard hours for part-time employees shall be those agreed between the employee and the CEO.

139. 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.

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

141. As outlined under the flexible working arrangements in clause 191, an employee may request to work an alternative regular span of hours (bandwidth hours).

Flexitime for APS 1-6 classifications

142. Flexitime 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 Manager, which may be either general or specific.

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

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

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

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

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

148. Where an employee leaves the ATSB, any unexhausted flextime credit will not be paid out.
149. Employees may carry forward a maximum flextime debit of 15 hours from one pay period to the next.
150. Employees with a maximum flextime debit of 15 hours may be required to take any additional debits as leave without pay.

Executive Level Time Off in Lieu (EL TOIL)

151. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
152. EL employees seeking to access time off in lieu are required to keep records of their working hours using a method determined by the ATSB.
153. A Manager is to grant time off in lieu in recognition of reasonable additional hours worked. Time off in lieu granted to employees can be taken as whole or part days.
154. The working arrangements for an EL employee should be agreed through discussion between the Manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
155. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their Manager.
156. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
157. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime and restriction

158. APS Level 1 – 6 employees are entitled to overtime payment, or time off in lieu, if their Manager has directed that they perform additional duties, as follows:
- a. if the day is a normal workday for the employee — payment of overtime or accrual of time off in lieu 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
 - b. if the day is not a normal workday — payment of overtime or accrual of time off in lieu will be for all hours worked.
159. Overtime will be payable, or time off in lieu will accrue, only to employees who do not have a flextime debit at the time of performing the additional duties. Where 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.

160. 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 time off in lieu 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.
161. The CEO will determine the circumstances for an EL employee to receive overtime payments, including deployments to an accident site and in the case of a Major accident.
162. 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.
163. The rates payable for overtime are as follows:
- a. Monday to Saturday – first 3 hours: time and a half (150%);
 - b. Monday to Saturday – after 3 hours: double time (200%);
 - c. Sunday – all day: double time (200%);
 - d. Public Holiday or Additional Holiday – all day: double time and a half (250%).

Flexible working arrangements

164. The ATSB, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in the ATSB, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
165. The ATSB is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ATSB at all levels. This may include developing and implementing strategies through an ATSB consultative committee.
166. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

167. The following provisions do not diminish an employee's entitlement under the NES.
168. An employee may make a request for a formal flexible working arrangement.

169. The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the Fair Work Act.

170. The CEO must provide a written response to a request within 21 days of receiving the request.

171. The response must:

- a. state that the CEO approves the request and provide the relevant detail in clause 172; or
- b. if following discussion between the ATSB and the employee, the ATSB and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- c. state that the CEO refuses the request and include the following matters:
 - i) details of the reasons for the refusal; and
 - ii) set out the ATSB's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii) either:
 1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the ATSB would be willing to make; or
 2. state that there are no such changes; and
 - iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the Fair Work Act, the dispute resolution procedures outlined in section 65B and 65C of the Fair Work Act.

172. Where the CEO approves the request, this will form an arrangement between the ATSB and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 176); and
- c. the cost of establishment (if any).

173. The CEO may refuse to approve the request only if:

- a. the ATSB has discussed the request with the employee; and
- b. the ATSB has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

- c. the ATSB and the employee have not reached such an agreement; and
- d. the ATSB has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

174. Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the ATSB;
- b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

175. For First Nations employees, the ATSB must consider connection to country and cultural obligation in responding to requests for altering the location of work.

176. Approved flexible working arrangements will be reviewed by the ATSB and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing, or terminating flexible working arrangements

177. An employee may request to vary an approved flexible working arrangement in accordance with clause 169. An employee may request to pause or terminate an approved flexible working arrangement.

178. The CEO may vary, pause, or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 174.

179. The ATSB must provide reasonable notice if varying, pausing, or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

180. Prior to the CEO varying, pausing or terminating the arrangement under clause 1788, the ATSB must have:

- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);

- c. had regard to the consequences of the variation, pause or termination for the employee;
- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 172.

Working from home

181. The ATSB will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
182. The ATSB may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
183. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
184. The ATSB will provide employees with guidance on working from home safely.
185. Employees will not be required by the ATSB to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ATSB will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

186. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
187. Employees should, where practicable, make the request in writing and provide as much notice as possible.
188. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 167 to 176 .
189. The ATSB should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
190. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ATSB should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

191. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The ATSB will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part-time work

192. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

193. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
194. An employee may, by written agreement with the employee's Manager, 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. For more information, refer to the flexible working arrangements clauses 164 to 191.
195. Salary and benefits, except expense-related reimbursements, for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary and benefits applying to full-time employees.

Annual closedown

196. The ATSB offices will be closed for normal business purposes during the period from 25 December to the first working day after 1 January.
197. Over the closedown period, 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 leave or flextime 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.
198. Where 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 clauses 158 to 1633.

Public holidays

199. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the Fair Work Act:
- a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. 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 2009* from counting as a public holiday.
200. If a public holiday falls on a Saturday or Sunday, and 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.

201. 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.
202. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
203. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
204. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased leave, or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is at half pay.)
205. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 199.
206. An employee, who is absent on a day or part day that is a public holiday in their normal work location, 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.
207. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

General

208. Leave may only be taken with the approval of the CEO.
209. 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, or as agreed in clause 191.
210. 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 long service leave under the Long Service Leave Act, in which case a standard day will be deducted for each calendar day taken.

Annual leave

211. Employees are entitled to four weeks (20 days) of paid annual leave per year of service. Annual leave for part-time employees accrues on a pro-rata basis.
212. Annual leave counts as service for all purposes.
213. Annual leave accrues daily and will be credited monthly once the employee has completed 30 calendar days service.
214. Annual leave may be taken at either full-pay or half-pay. Unless approved by the CEO, employees with an annual leave accrual of more than 60 days or 450 hours at the time of application cannot access annual leave at half pay.
215. Unless approved by the CEO, annual leave will not be paid in advance and in any case will not be advanced across two financial years.
216. Annual leave will be taken at a time agreed between the employee and the Manager.
217. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
218. Annual leave cannot be used to break periods of long service leave except as provided for by the Maternity Leave Act.
219. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.
220. 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.

Forgoing annual leave

221. 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.
222. An employee may only apply to cash out leave pursuant to this clause if the employee:
- a. has at least 12 months continuous service in the APS; and
 - b. 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;
 - c. will have a remaining accrued entitlement to paid annual leave of at least four weeks after any cash out;
 - d. each cashing out of a particular amount of paid annual leave must be in a separate written application to the CEO; and

- e. 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.

Directed annual leave

223. Where an employee has accrued 60 days or 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 written strategy to reduce the accrued leave within three months. The CEO may require an employee to take up to two weeks or 75 hours of annual leave in each instance.

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

- a. 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
- b. the employee is following a leave management strategy to reduce the employee's amount of accrued leave, which has been agreed with their Manager.

Purchased leave

225. 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.

226. Purchased leave must be used:

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

227. 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.

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

Personal/carer's leave

229. Personal/carer's leave (PCL) is leave to be used:

- a. due to a personal illness or injury;
- b. to attend appointments with a registered health practitioner;
- c. to manage chronic condition, and/or to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - i) of a personal illness or injury affecting the person; or
 - ii) of an unexpected emergency affecting the other person.

230. A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the employee.
231. An employee may be directed to take personal/carer's leave on the basis of a medical report stating the employee is unfit for duty.
232. Unless approved by the CEO, personal/carer's leave without pay does not count as service for any purpose except for the purposes of the *Long Service Leave Act* where that leave is taken for the reason of personal illness or injury only.
233. Personal/carer's leave should not be used where flextime leave or time off in lieu is a more appropriate form of leave.
234. An employee who falls ill during a period of approved miscellaneous leave without pay cannot apply for personal/carer's leave during that period.
235. For an ongoing employee who works full-time is entitled to up to 135 hours (18 days) full pay personal/carer's leave on engagement. After 12 months, the employee's leave will accrue daily, and be credited monthly.
236. Accrual of personal/carer's leave is unlimited for ongoing and non-ongoing employees.
237. The personal/carer's leave accrual for an ongoing employee who works part-time will be based on the employee's prescribed weekly hours on a pro-rata basis.
238. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the ATSB. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will be accrued daily, credited at least monthly.
239. An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988* (Cth) for more than 45 weeks accrues personal/carer's leave credit on a pro rata basis based on the hours worked.
240. Absences which do not count for service totalling more than 30 calendar days in a personal/carer's leave year do not count for accrual of personal leave.
241. Personal/carer's leave credits are accrued in hours and minutes.
242. An employee applying for personal/carer's leave may be granted leave of absence with pay subject to:
- a. the employee's available personal/carer's leave credits;

- b. notice by the employee of the prospective absence where practicable, or as early as possible on the day of absence; and
- c. if required by the Manager, provision of supporting evidence.

243. Evidence may be requested after:

- a. more than 3 consecutive days; and
- b. more than 8 days without evidence in a calendar year.

244. Acceptable evidence includes:

- a. a certificate from a registered health practitioner;
- b. a statutory declaration; and
- c. another form of evidence approved by the CEO.

245. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

246. Paid personal/carer's leave will be debited at the relevant full pay rate unless the CEO approves an employee's request to use half pay.

247. An employee may apply to take personal/carer's leave without pay while the employee has accrued paid leave credits.

248. The CEO may allow an employee to:

- a. anticipate one year's personal/carer's leave accrual where paid credits are exhausted; or
- b. take personal/carer's leave without pay where paid credits are exhausted.

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

250. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Portability of leave

251. Where an employee moves into the ATSB from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

252. Where an employee is engaged in the ATSB 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/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

253. Where an employee is engaged as an ongoing employee in the ATSB, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the ATSB or another agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

254. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the ATSB or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
255. Where a employee is engaged as an ongoing employee in the ATSB, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 252), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
256. Where an employee is engaged as an ongoing employee in the ATSB, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
257. For the purposes of clauses 251 to 256, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

258. When an employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations Ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- a. personal/carer's leave;
- b. compassionate or bereavement leave;
- c. jury duty;
- d. emergency services leave;
- e. leave to attend to family and domestic violence circumstances;
- f. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

259. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

260. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

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

262. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 258 and 259 of this agreement.

Miscellaneous leave

263. Miscellaneous leave 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.

264. Miscellaneous leave may be considered to provide initial support to an employee who experiences stress related symptoms resulting from a work-related event. Further information and other support available to employees is contained in relevant policies and procedures.

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

266. Miscellaneous leave is available to casual employees to provide paid family and domestic violence leave or by Government directive.

267. Miscellaneous leave may be paid or unpaid leave:

- a. subject to any condition imposed under this clause, approved miscellaneous leave with pay counts as service for all purposes;
- b. approved miscellaneous leave without pay counts as service if the CEO so decides in writing; and
- c. miscellaneous leave 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 miscellaneous leave.

NAIDOC, ceremonial and cultural leave

NAIDOC leave

268. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

269. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

270. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
271. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
272. First Nations ceremonial leave can be taken as part days.
273. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

274. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
275. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
276. Cultural leave can be taken as part days.
277. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 270.

Parental leave

278. A primary caregiver, secondary caregiver and Maternity Leave Act is defined in the definitions section.
279. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
280. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per Maternity Leave Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the Maternity Leave Act.
281. Conditions in this agreement will continue to apply in circumstances where successor legislation to the Maternity Leave Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

282. An employee is entitled to parental leave with pay as per clauses 284 to 0 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance

with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

283. Employees newly engaged in the agency or who have moved to ATSB from another APS agency are eligible for the paid parental leave in clauses 284 to 0 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 284 to 0, the balance is available to the employee.

284. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 2** below.

Table 2: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the Maternity Leave Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to Maternity Leave Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No Maternity Leave Act eligibility or coverage	18 weeks

285. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3** below.

Table 3: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

286. Flexibility: Parental leave with pay, whether provided as maternity leave under the Maternity Leave Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement and can be taken concurrently with another parent in relation to the same child.

287. Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

288. Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

289. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:

- a. is under 16 as at the day (or expected day) of placement;
- b. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
- c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

290. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

291. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

292. A stillborn child is a child:

- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

Pregnancy loss leave

293. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12- and 20-weeks' gestation that is not a stillbirth.

294. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the Fair Work Act and this agreement.

Premature birth leave

295. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

296. Employees eligible for paid leave under the Maternity Leave Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 295 until after the legislated paid maternity leave is used.

Compassionate leave

297. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- b. the employee or their partner has a miscarriage.

298. An employee may be asked to provide evidence to support their absences on compassionate leave.

299. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

300. For casual employees, compassionate leave is unpaid.

Bereavement leave

301. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- b. a child is stillborn, where the child was a member of their family (including a member of their household).

302. An employee may be asked to provide evidence to support their absences on bereavement leave.

303. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

304. For casual employees, bereavement leave is unpaid.

Emergency response leave

305. In line with section 108 of the Fair Work Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

- a. the time engaged in the activity;
- b. reasonable travelling time; and
- c. reasonable recovery time.

306. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.

a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

307. Paid leave may be refused where the employee's role is essential to the ATSB's response to the emergency.

308. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

309. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.

310. Emergency response leave, with or without pay, will count as service.

Jury duty

311. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.

312. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.

a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

313. The employee is required to inform their Manager before they are released from duty and provide evidence of the need to attend.

314. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the ATSB for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

315. The CEO will give an employee leave with or without pay to undertake:

- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- b. Australian Defence Force Cadet obligations.

316. An employee who is a Defence Reservist can take leave with pay for:

- a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

317. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

318. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- a. the Australian Navy Cadets;
- b. Australian Army Cadets; and
- c. Australian Air Force Cadets.

319. In addition to the entitlement at clause 316, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

320. Paid defence reservist leave counts for service.

321. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

322. Unpaid leave taken over 6 months counts as service, except for annual leave.

323. An employee will not need to pay their tax free ADF Reserve salary to the ATSB for any reason.

Defence service sick leave

324. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:

- a. warlike service; or
- b. non-warlike service.

325. An eligible employee can get 2 types of credits:

- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i) they start employment with the APS; or
 - ii) DVA certifies the condition; and
- b. an annual credit of 3 weeks (15 days) defence service sick leave.

326. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

327. Unused annual credits can be built up to 9 weeks.

328. An employee cannot use annual credits until the initial credit is exhausted.

329. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

330. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

331. An employee who is not covered under clause 330, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in

relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ATSB.

332. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flextime leave or time off in lieu.

333. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7: Employee support and workplace culture

Blood donation

334. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma, or platelets. It includes reasonable travel time and employers will consider employees on duty.

335. The employee must inform their Manager in advance of when they will be away from work before donating blood, plasma, or platelets.

Vaccinations

336. The ATSB will offer annual influenza vaccinations to all employees at no cost.

337. Where the ATSB requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program (EAP)

338. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the ATSB and will be accessible on paid time.

Respect at work

Principles

339. The ATSB values a safe, respectful, and inclusive workplace free from physical and psychological harm, harassment, discrimination, and bullying. The ATSB recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

340. The ATSB recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

341. The ATSB will consult with employees and their unions in developing, reviewing, and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment, and victimisation in the workplace.

Family and domestic violence support

342. The ATSB will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

343. The ATSB recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

344. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.

345. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

- a. illness or injury affecting the employee resulting from family and domestic violence;
- b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
- c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
- d. making arrangements for the employee's safety, or the safety of a close relative;
- e. accessing alternative accommodation;
- f. accessing police services;
- g. attending court hearings;
- h. attending counselling; and
- i. attending appointments with medical, financial, or legal professionals.

346. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.

347. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

348. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

349. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.

350. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
351. Evidence may be requested to support the ATSB in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ATSB will require, unless the employee chooses to provide another form of evidence.
352. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
353. The ATSB will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ATSB will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ATSB may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
354. Where the ATSB needs to disclose confidential information for purposes identified in clause 353, where it is possible the ATSB will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
355. The ATSB will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
356. Other available support may include, but is not limited to, flexible working arrangements, additional access to Employee Assistance Program (EAP), changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
357. The ATSB will acknowledge and take into account an employee's experience of family and domestic violence where an employee's attendance or performance at work is affected.
358. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

359. The ATSB understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ATSB decisions.
360. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the Public Service Act.
361. Employees can, during their ordinary work hours, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the ATSB; and

- b. attend ATSB mandated training about integrity.

First Nations cultural competency training

362. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

363. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

364. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

365. The ATSB will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 366. In considering whether a space is appropriate, the ATSB will consider whether:

- a. there is access to refrigeration;
- b. the space is lockable; and
- c. there are facilities needed for expressing such as appropriate seating.

366. Where it is not practicable for an ATSB site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

367. The ATSB will facilitate discussion between individual employees and their Managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

368. The Manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

369. Further information is available in policy.

Disaster support

370. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.

371. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

372. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

Health and support

373. The ATSB will

- a. conduct and maintain a health and wellbeing program;
- b. provide access to specialist critical incident stress debriefing to employees as required;
- c. provide reasonable time off in lieu for additional time worked by employees, not in receipt of overtime payments, following deployment to an accident site or as set out within the ATSB's employment procedure; and
- d. maintain, where practicable, facilities to allow employees with child caring responsibilities to perform their duties in the workplace, on a need's basis.

Salary packaging

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

375. Where an employee opts for flexible salary 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. Further information about salary packaging is available in ATSB's policies and procedures.

Section 8: Performance and development

Performance

376. There is an obligation for all employees including Managers to participate fully in the ATSB's individual performance and development framework.

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

378. As part of a minimum of six-monthly performance exchanges, each employee will be assessed against the following performance standards:

- a. "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;
- b. "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

- c. "Requires Development" – the employee requires further development in order to meet the performance standards for the job.

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

380. The ATSB's policies and procedures set out how underperformance is managed.

Workloads

381. The ATSB recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

382. When determining workloads for an employee or group of employees, the ATSB will consider the need for employees to strike a balance between their work and personal life.

383. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ATSB and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

Study assistance

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

- a. 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);
- b. compulsory administrative fees (if any) imposed by the educational, technical, or professional institution;
- c. the accommodation and travel costs of compulsory residential programs for external students; and
- d. 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.

385. The CEO may approve up to eight hours paid leave per week to enable an employee to travel to and attend lectures or undertake approved study activities.

386. Where 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.

Professional qualifications

387. The ATSB recognises the benefits of membership of professional organisations and will reimburse membership fees and accreditation fees where a membership or accreditation from

a professional association is deemed appropriate or required for an employee to undertake their responsibilities for the ATSB.

388. Where it is required for an employee to undertake their responsibilities as a lawyer for the ATSB, the ATSB 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.

Section 9: Travel and location-based conditions

Travel

389. Where 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.

390. Where 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.

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

Employees travelling on official duty – domestic and overseas

392. The ATSB will meet all fair and reasonable costs associated with official domestic and international travel while an employee is on official duty. Further details are set out in ATSB's travel policies and procedures.

393. Where an employee travelling on official duty is required to take personal/carer's leave for personal 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.

394. 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:

- a. 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
- b. TSIs will be provided with an airline lounge membership.

Private motor vehicle allowance – for official business

395. An employee may be authorised, in advance, to use a private motor vehicle owned 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.

396. Where 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 the relevant Australian Taxation Office Determination.

Relocation assistance

397. Where an existing employee is required to relocate at the request of the ATSB (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

398. Where an employee is required to relocate on engagement with the ATSB, the employee will be provided with financial relocation assistance.

399. Reasonable expenses associated with the relocation include:

- a. the cost of transport of the employee, dependants, and partner by the most economical means;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants, and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

400. Additional relocation assistance may be considered by CEO discretion.

401. 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.

Section 10: Consultation, representation, and dispute resolution

Consultation

Principles

402. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

403. The ATSB recognises:

- a. the importance of inclusive and respectful consultative arrangements;
- b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;

- c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on ATSB policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- e. the benefits of employee and union involvement and the right of employees to be represented by their union.

404. Genuine and effective consultation involves:

- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- c. considering feedback from employees and the relevant union(s) in the decision-making process; and
- d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

405. Consultation is required in relation to:

- a. changes to work practices which materially alter how an employee carries out their work;
- b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- c. major change that is likely to have a significant effect on employees;
- d. implementation of decisions that significantly affect employees;
- e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- f. other workplace matters that are likely to significantly or materially impact employees.

406. The ATSB, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the ATSB. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

407. Clauses 408 to 423 apply if the ATSB:

- a. proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

408. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

409. The ATSB must recognise the representative 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.

Major change

410. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

- 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.

411. The following additional consultation requirements in clauses 412 to 418 apply to a proposal to introduce a major change referred to in clause 405.c.

412. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 406.

413. Where practicable, an ATSB change manager, or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s) and/or their recognised representatives.

414. The ATSB must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

415. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 407, the ATSB must:

- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i) the proposed change;
 - ii) the effect the proposed change is likely to have on the employees; and

- iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i) all relevant information about the proposed change, including the nature of the change proposed; and
 - ii) information about the expected effects of the proposed change on the employees; and
 - iii) any other matters likely to affect the employees.

416. The ATSB must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

417. However, the ATSB is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

418. 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 ATSB, the requirements set out in clauses 412 to 416 are taken not to apply.

Change to regular roster or ordinary hours of work

419. The following additional consultation requirements in clauses 420 to 423 apply to a proposal to introduce a change referred to in clause 405.e.

420. The ATSB must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

421. As soon as practicable after proposing to introduce the change, the ATSB must:

- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
- b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i) all relevant information about the proposed change, including the nature of the proposed change; and
 - ii) information about what the employer reasonably believes will be the effects of the proposed 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 employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

422. However, the ATSB is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

423. The ATSB must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

424. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the Fair Work Act.

ATSB consultative committee

425. The CEO may establish an ATSB consultative committee to discuss relevant workplace matters.

426. The ATSB consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

427. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

428. If a dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards;

this term sets out procedures to settle the dispute.

429. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

430. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

431. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant Managers. Parties to the dispute will notify higher level Managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

432. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 431 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

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

434. While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ATSB that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 434.a, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable work health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

436. Any disputes arising under the ATSB Enterprise Agreement 2015 OR Section 24(1) salary determinations 2018/01, 2021/01 and 2023/01 or the National Employment Standards that were formally notified under clause 92 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

437. Where the provisions of clauses 428 to 436 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 430, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 432.

Delegates' rights

438. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the ATSB.

439. The role of union delegates is to be respected and supported.

440. The ATSB and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

441. The ATSB respects the role of union delegates to:

- a. provide information, consult with, and seek feedback from employees in the workplace, on workplace matters;
- b. consult with other delegates and union officials, and get advice and assistance from union officials;
- c. represent the interests of members to the employer and industrial tribunals; and
- d. represent members at relevant union forums, consultative committees, or bargaining.

442. The ATSB and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

443. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

444. To support the role of union delegates, the ATSB will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to ATSB facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the ATSB facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the ATSB from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an ATSB vetoing reasonable communications.
- d. provide access to new employees as part of induction; and
- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

445. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ATSB before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

446. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
447. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
448. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

449. Where an employee dies, or the CEO has directed that an employee will be presumed to have died on a particular date, subject to any legal requirements, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. 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.

Redeployment, retraining, redundancy

Excess employees

450. The following provisions apply to ongoing APS employees not on probation.
451. For the purposes of this Agreement, an employee may be declared excess if the CEO considers that:
- a. 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
 - b. 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
 - c. 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.
452. If requested, the employee may have a representative present at any discussions concerning the application of this Section to the employee.
453. 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.
454. Discussions with the potentially excess employee will be held to consider:

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

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

- a. 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;
- b. allow a job swap within the ATSB where it is judged that:
 - i) the employee is suitable for the job after a reasonable period of adjustment; and
 - ii) it would be of no detriment to the efficient operation of the gaining area;
- c. allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the ATSB; and
- d. if the employee wishes, refer the excess employee to an agreed employment agency at the ATSB's expense.

456. Unless requested by the employee, the CEO will not advise an employee that they are 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.

457. 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:

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

458. Prior to or at the time the CEO notifies an employee that they are excess, the employee will receive the following information:

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

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

Voluntary retrenchment

460. 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.
461. 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 Public Service Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.
462. Only one offer of a voluntary retrenchment will be made to an excess employee.

Period of notice

463. Where the employee agrees to be voluntarily retrenched under clause 461, the CEO can approve the employee's retrenchment and upon approval will give the required notice of termination under section 29 of the Public Service 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).
464. 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 one month consultation process, the one month consideration period and the notice period of 4 or 5 weeks as appropriate.

Severance benefits

465. An excess employee who elects to accept an offer of a voluntary retrenchment and whose employment is then terminated by the CEO under section 29 of the Public Service 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.
466. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
467. 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.
468. Subject to this clause, service for redundancy pay purposes means:
- a. service in the ATSB;
 - b. Government service as defined in section 10 of the Long Service Leave Act;
 - c. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Forces;
 - e. 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
 - f. 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.

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

- a. 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
- b. 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).

470. Any period of service which ceased:

- a. through termination on the following grounds or on a ground equivalent to any of the following grounds:
 - i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - ii) non-performance, or unsatisfactory performance, of duties;
 - iii) inability to perform duties because of physical or mental incapacity;
 - iv) failure to satisfactorily complete an entry level training course;
 - v) failure to meet a condition imposed under subsection 22(6) of the Public Service Act;
 - vi) breach of the APS Code of Conduct; or
 - vii) any other ground prescribed by the Public Service Regulations; or
- b. on a ground equivalent to those in the above paragraph under the repealed *Public Service Act 1922*; or
- c. through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- d. 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.

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

Rate of payment – redundancy benefit

472. For the purpose of calculating any payment under clauses 465 to 471, salary will include:

- a. the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or

- b. the higher salary, where the employee has been in receipt of higher duties allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and
- c. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred (e.g., car parking allowances), or a payment for disabilities associated with the performance of duty; and
- d. 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
- e. to the extent that redundancy payment is required by the NES, any additional amount required by the NES.

Retention period

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

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

474. Where 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).

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

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

476. 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 455.b.

477. During the retention period, the CEO:

- a. will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
- b. 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.

478. The salary maintenance will include:

- a. the higher salary where an employee has been in receipt of higher duties allowance for more than 12 months continuously and the higher duties allowance would have continued except for the excess situation; and
- b. 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.

479. During the retention period the excess employee will:

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

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

481. 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.

482. 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 Public Service 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.

483. 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.

Attachment A – Base salaries

Table 4: General classifications and pay points.

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	1	50,119	52,124	54,516	57,497
	2	51,651	53,717	55,758	57,654
	3	53,189	55,317	57,419	59,371
	4	55,204	57,412	59,594	61,620
APS2	1	56,760	59,030	61,273	63,356
	2	58,468	60,807	63,118	65,264
	3	60,393	62,809	65,196	67,413
	4	62,664	65,171	67,647	69,947
APS3	1	64,758	67,348	69,907	72,284
	2	66,428	69,085	71,710	74,148
	3	68,098	70,822	73,513	76,012
	4	69,925	72,722	75,485	78,051
APS4	1	71,753	74,623	77,459	80,093
	2	74,037	76,998	79,924	82,641
	3	75,955	78,993	81,995	84,783
	4	77,969	81,088	84,169	87,031
APS5	1	80,104	83,308	86,474	89,414
	2	82,629	85,934	89,199	92,232
	3	84,940	88,338	91,695	94,812
	4	86,494	89,954	93,372	96,829
APS6	1	88,535	92,076	95,575	99,734
	2	92,703	96,411	100,075	103,478

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
	3	96,874	100,749	104,577	108,133
	4	101,047	105,089	109,082	112,791
EL1	1	111,303	115,755	120,154	124,239
	2	115,507	120,127	124,692	128,932
	3	120,143	124,949	129,697	134,107
	4	122,861	127,775	132,630	137,139
EL2	1	132,267	137,558	142,785	147,640
	2	137,535	143,036	148,471	153,519
	3	144,931	150,728	156,456	161,776
	4	150,965	157,004	162,970	168,511

Table 5: Legal Broadband

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS6	1	86,854	90,328	94,563	99,734
	2	91,023	94,664	98,261	101,602
	3	99,363	103,338	107,265	110,912
	4				111,701
EL1	1	111,261	115,711	120,108	124,192
	2	120,143	124,949	129,697	134,107
	3	134,884	140,279	145,610	150,561
EL2	1	144,931	150,728	156,456	161,776
	2	153,081	159,204	165,254	170,873

Table 6: Transport Safety Investigator broadband

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS6 TSI	1	99,147	103,113	107,031	110,670
	2	103,315	105,281	109,282	112,998
	3	-	107,448	111,531	115,323
EL1 STSI	1	120,143	124,949	129,697	134,107
	2	128,387	129,236	134,147	138,708
	3	-	133,522	138,596	143,308
EL2 STSI	1	137,535	143,036	148,471	153,519
	2	150,965	150,020	155,721	161,016
	3	-	157,004	162,970	168,511
EL2 TLTSI	1	157,251	163,541	169,756	175,528
	2	162,563	169,066	175,491	181,458

Attachment B – Supported Wage System

1. This schedule defines the condition which will apply which will apply to employees because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

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

Relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 7 Applicable percentage of relevant minimum wage paid to applicable employees.

Assessed capacity [sub-clause (d)]	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the support wage system.

Other terms and conditions of employment

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

Workplace adjustment

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [Assessment of capacity] in this attachment.