



Australian Government
Organ and Tissue Authority

Organ and Tissue Authority

Enterprise Agreement 2016 – 2019

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PART A – SCOPE OF THE AGREEMENT

Agreement title

1. This Agreement is made under section 172 of the *Fair Work Act 2009* and shall be known as the *Organ and Tissue Authority Enterprise Agreement 2016-2019*.

Coverage

2. In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:
 - a) the Chief Executive Officer (CEO), Organ and Tissue Authority (OTA), on behalf of the Commonwealth; and
 - b) all non-Senior Executive Service employees of the OTA.

Commencement and duration

3. This Agreement will commence operation seven days after approval by the Fair Work Commission.
4. This Agreement shall nominally expire three years from the date of commencement.

Delegation

5. The CEO may, in writing, delegate any of the CEO's powers or functions under this Agreement (other than under this clause).
6. A person exercising powers or functions under clause 5 must comply with any direction of the CEO.

Policies

7. Any policies or procedures referred to in this Agreement are not incorporated into, and do not form part of, the Agreement.
8. If there is any inconsistency between the terms of the Agreement and the policies and procedures, the terms of the Agreement will prevail.

Entitlements under Commonwealth laws

9. This Agreement does not affect an employee's entitlements, if any, contained in the *Public Service Act 1999*, the *Fair Work Act 2009* and other Commonwealth legislation, including legislation relating to:
 - a) Long Service Leave;
 - b) Maternity Leave;
 - c) Safety, Rehabilitation and Compensation;
 - d) Superannuation; and
 - e) Work Health and Safety.

PART B – REMUNERATION ARRANGEMENTS

Salary rates

10. Salary ranges and pay points to apply under this Agreement are set out in Schedule B.
11. On commencement of this Agreement an employee will receive the salary relevant to their current classification and pay point as specified in Schedule B.

Annual salary increases

12. Employees will receive a salary increase of:
 - a) 2% on commencement of the Agreement
 - b) 2% 12 months after commencement
 - c) 2% 24 months after commencement.

Salary payment

13. An employee will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice.
14. The fortnightly rate of pay is calculated using the following formula:

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

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Salary on engagement, promotion or movement

15. Unless otherwise determined by the CEO where a person is:
 - a) promoted or engaged, salary will be payable at the minimum increment point of the relevant salary range;
 - b) moved at level on an ongoing or temporary movement basis from another APS agency, and:
 - i. the employee's salary is above the top increment point of the relevant range as stated at Attachment A, the CEO may maintain that salary until it is absorbed by pay increases at that classification level, at which time the employee will move to the next increment point above their current salary, subject to a satisfactory or better rating; or
 - ii. the employee's salary is below the top increment point of the relevant range as stated at Schedule B, but not aligned with a increment point in the range, the employee's salary will be paid at the next highest increment point in that range.
16. If an employee's salary is set in error at the time of engagement or promotion, the CEO may subsequently determine that the employee is paid salary at another pay point within the relevant classification with effect from the date of their engagement or promotion.

Salary advancement

17. At the beginning of the first full pay period on or after 1 August each year, an employee who is not already on the top pay point in their current APS classification, will advance to the next pay point if the employee has received a rating of 'satisfactory' or better as part of the end cycle performance appraisal ending 30 June each year, and has performed duties in the OTA at that classification level or higher for a period of six continuous months or more in the performance cycle.

Salary on temporary assignment within the OTA

18. Where an employee is temporarily assigned duties with a higher classification for a continuous period of more than five working days, or a shorter period which is then extended beyond five working days, the employee will be paid a higher duties allowance (HDA) from the first day of temporary reassignment.
19. Where an employee is to be paid HDA, the employee will be paid at the increment point determined by the CEO, recognising that there is an opportunity for the employee to be paid above the minimum increment point within the salary range of the higher position, having regard to individual skills, experience and qualifications. The increment point attained through salary advancement in previous periods of HDA at that classification level will be at least maintained.
20. Where an employee is absent on paid leave, or observes a public holiday and has been directed to perform duties at a higher classification, payment of HDA will continue during the absence as if the employee was still at work, to the extent of the continued operation of the direction.
21. Information on how HDA is recognised for particular purposes is contained in Schedule C.

Salary on reduction

22. Where an employee requests or agrees in writing to perform work at a lower classification level, salary will be determined by the CEO at a rate applicable to the lower level for the period specified.

Part time employees

23. Remuneration for part time employees will be calculated on a pro rata basis according to the proportion of hours worked in comparison to full time hours, with the exception for allowances of an expense related nature, where a part time employee will receive the same amount as a full-time employee.

Casual loading

24. A casual employee will be paid a 20% loading in lieu of paid leave entitlements (except long service leave).

Workplace responsibility allowance

25. An ongoing employee is entitled to a workplace responsibility allowance of \$31 per fortnight where they are appointed to a workplace responsibility role and have successfully completed any training programs and/or refresher courses required.
26. An employee can be appointed to more than one workplace responsibility role, which includes a First Aid Officer, Emergency Warden, Harassment Contact Officer or Health and Safety Representative, and will receive a separate payment of the allowance for each role performed.
27. Information on how workplace responsibility allowance is recognised for particular purposes is contained in Schedule C.

Superannuation

28. The OTA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
29. Where an employee has chosen an accumulation superannuation fund other than PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

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

30. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
31. The OTA will make employer superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the OTA's payroll system.
32. The salary for superannuation purposes for PSSap members or those who elect to access another fund under Super Choice will be calculated based on the employee's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992*, excluding the minimum payment cap and continuing payments for employees 75 years or older.
33. Information on how various allowances are treated for superannuation purposes is contained in Schedule C.

Salary packaging

34. Employees may access salary packaging and may package up to 100% of salary.
35. Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
36. Any fringe benefits tax incurred by individual employees as a result of his or her salary packaging arrangement will be met by the individual employee on a salary sacrifice basis.

Individual flexibility arrangements

37. The CEO and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and agency.

38. The CEO must ensure that a flexibility arrangement agreed to under this clause:

- a) is about permitted matters under section 172 of the *Fair Work Act 2009*;
- b) does not include unlawful terms under section 194 of *Fair Work Act 2009*;
- c) includes the name of the employer and the employee;
- d) results in the employee being better off overall than if no arrangement was agreed to;
- e) is in writing and includes details of
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the term; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- f) states the day on which the arrangement commences;
- g) is signed by both the employee and the CEO, and, if the employee is under 18, is signed by their parent or guardian;
- h) is able to be terminated by either the employee or the CEO giving not more than 28 days written notice, or at any time by agreement between the employee and the CEO in writing; and
- i) is given to the employee within 14 days after it is agreed to.

39. A flexibility arrangement must be genuinely agreed between the employee and the CEO.

PART C – WORKING ARRANGEMENTS

- 40. All employees have access to flexible working hours.
- 41. For APS level employees, these flexible working hours will be accessed through the flextime scheme.

Working hours

- 42. The ordinary hours for a full time employee are 7 hours and 30 minutes per day, a total of 37 hours and 30 minutes per week and 150 hours per four week settlement period, worked within the bandwidth of 7.00am to 7.00pm Monday to Friday.
- 43. Standard hours of attendance for employees are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 44. An employee should not work more than 10 hours per day unless directed to do so.
- 45. An employee must not work for more than five hours without an unpaid break of at least 30 minutes.
- 46. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

Flextime

- 47. Flextime is a system of flexible working arrangements that enables employees and the CEO to vary working hours and patterns to provide maximum organisational flexibility, with benefit to employees, clients and the OTA.
- 48. The CEO will administer these arrangements in a way which meets the OTA's operational requirements and responsibilities. Where possible, the CEO will take into consideration the individual needs of the employee.
- 49. Flextime is available to all APS level employees. All hours must be recorded on the OTA flex sheet.
- 50. Flextime credits will accrue on an hour for hour basis when work is performed in addition to ordinary hours within the bandwidth.
- 51. Where an employee has a carry over flex credit of more than 37.5 hours for two consecutive settlement periods, the flex credit exceeding 37.5 hours may be cashed out at ordinary time rates.
- 52. A flex debit occurs when the employee works less time than their ordinary hours. A maximum of 10 hours debit can be accumulated and carried over to the next settlement period.
- 53. Where an employee has a carry over flex debit of more than 10 hours for two consecutive settlement periods, the flex debit exceeding 10 hours must be recovered from the employee in the next available pay period.
- 54. Where an employee has a flex credit or debit at the cessation of their employment with the OTA, the flex credit or debit will be either paid to or recovered from the employee in their final pay.
- 55. With the prior approval of the CEO, an employee can work less than their ordinary hours on any given day without the requirement to be on any other form of leave by taking flex leave.
- 56. Where there is insufficient work, the CEO may require an employee not to work hours in addition to their ordinary hours.
- 57. Where the CEO considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee may be required to work standard hours for a period specified by the CEO.

Part time employees

- 58. A part time employee is an employee whose ordinary hours are less than 150 hours in a settlement period.
- 59. The CEO may engage an employee on a part time basis. An employee engaged on a part time basis does not have an automatic right to vary their part time hours or access full time hours.
- 60. The CEO and an employee may enter into part time employment arrangements. The part time hours and days of work are to be agreed between the CEO and employee having regard to operational requirements and the employee's circumstances.
- 61. An employee who works part time can, with the agreement of the CEO, work outside their approved part-time hours and pattern of work. In such instances, part time employees will be entitled to flex time provisions, but where work is directed outside their agreed hours, overtime rates are applicable.

Public holidays

- 62. Public holidays will be observed in accordance with the National Employment Standards and the *Fair Work Act 2009*.
- 63. 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.
- 64. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 65. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

Christmas Closedown

- 66. All OTA workplaces will be closed from the close of business of the last working day before Christmas Day and reopen the first working day after New Year's Day. This period will be known as the Christmas Closedown.
- 67. Employees are not required to attend for duty during the Christmas Closedown, unless otherwise directed by the CEO, and will be paid in accordance with their ordinary hours of work (including part time work pattern).
- 68. Where an employee is absent on leave, payment for the Christmas Closedown will be in accordance with the entitlement for that form of leave. There will be no deduction from annual or personal leave credits for the Christmas Closedown.
- 69. Where an employee is required to work overtime during the Christmas Closedown, the overtime rate applicable to public holidays will apply.
- 70. Part time employees normally not working on the days of the week on which Christmas Closedown occurs will not be entitled to alternative time off duty.

Overtime

71. APS level employees are eligible for an overtime payment where they are required by the CEO to:
 - a) perform work outside the bandwidth (inclusive of weekends and public holidays), or
 - b) work in excess of 9.5 hours on any one day (Monday to Friday inclusive), whichever occurs first.
72. Part-time employees at the APS level are eligible for overtime for work performed at the direction of the CEO, which is:
 - a) not continuous with the employee's agreed or specified hours of work, and/or
 - b) beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work agreement.
73. Time spent travelling to or from work will not count as part of an overtime attendance.
74. If an employee chooses, the CEO may allow the employee to take time off in lieu (TOIL) as a form of recompense for overtime as an alternative to overtime payment, subject to the provisions of this clause.
75. Where overtime is worked, the rate of payment (or TOIL, if the employee elects) is calculated at the following rates:
 - a) Monday to Saturday: one and a half times the hourly rate;
 - b) Sunday: double the hourly rate; and
 - c) Public Holiday (including Christmas Closedown): double the hourly rate for duty outside of ordinary hours; and single time for duty within ordinary hours (as the employee is already being paid for the public holiday).
76. Where a period of overtime is not continuous with ordinary time work, the minimum period of overtime payment for such work will be calculated as if the employee had worked for four hours. When determining whether a period is continuous with ordinary time work, meal breaks should not be regarded as breaking continuity.
77. Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.
78. Where TOIL is approved by the CEO, and the employee has not been granted time off within two months due to operational requirements, payment of the original entitlement will be made.
79. Executive Level employees (and equivalents) will only be eligible to receive overtime payments in exceptional circumstances with the approval of the CEO.
80. Where an employee is directed to work overtime for at least three hours outside their ordinary hours which extends over a meal period, the CEO will approve a flat rate overtime meal allowance of \$25.30. For the purposes of this clause a meal period is:

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

Restriction allowance

81. Where an employee is required to remain contactable and available to perform extra duty outside their agreed ordinary hours (i.e. be restricted), the CEO may approve payment of a restriction allowance as follows:
 - a) Where restricted for a period of seven calendar days, an allowance of \$275 per week is payable.
 - b) Where restricted for a period of less than seven calendar days, a proportional rate of payment will be made based on the number of hours restricted outside the bandwidth.
82. Where an employee is restricted for any period that includes a public holiday or Christmas Closedown, an additional payment of \$50 for each public holiday or Christmas Closedown day occurring within the period of restriction will be made.
83. Restriction allowance is payable whether or not the restricted employee is required to perform duty outside the agreed ordinary hours. Where a restricted employee entitled to overtime payment is required to perform duty, overtime will be payable and subject to:
 - a) a one hour base rate of payment when work is performed without the necessity to travel to the workplace; or
 - b) a three hour base rate of payment, including travel time, if work is required to be performed at the workplace.
84. Executive Level employees (and equivalents) and casual employees are generally ineligible to receive restriction allowance payments. The CEO may approve restriction allowance payments for these employees in exceptional circumstances.
85. Information on how restriction allowance is recognised for particular purposes is contained in Schedule C.

PART D – TRAVEL

Travel expenditure

86. Travel assistance will be payable to an employee who undertakes travel on official business and is required to be absent overnight. The provisions for domestic and overseas travel are set out in the relevant *OTA Finance Business Rule*.

Reviewed travel allowance

87. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home (in the one location) and paid on the basis of reasonable actual expenses or an alternative package of assistance approved by the CEO. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.

Part day travel

88. Where an employee is required to travel for official business purposes for a period of ten hours or more but no overnight stay is required, a part day travel allowance of \$65 will be payable to employees through the salary system.

Recognition of travel time

89. Where an APS 1-6 is required to undertake official travel, the time spent travelling, excluding the usual time taken for the employee to travel to and from their regular place of work, will be recorded as **work hours**.

Motor vehicle allowance

90. Where the CEO authorises an employee to use their private vehicle for official business purposes, the employee will be entitled to a motor vehicle allowance, capped at the cost of the lowest practical fare of the day of travel. Further information is available in the *OTA Finance Business Rule – Travel*.

Illness while travelling on official business

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

PART E – LEAVE

Notification of absence

92. An employee, where practicable, must personally advise the employee's manager of the employee's absence or the employee's intention to be absent as soon as possible. Where the employee's manager is not contactable, advising another employee in the employee's work team will suffice.

Portability of leave

93. Where an ongoing APS employee moves (including on promotion or for an agreed period) from another agency, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
94. Where an employee is engaged as an ongoing APS employee immediately following a period of ongoing employment under the *Parliamentary Service Act 1999* or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised.
95. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the CEO may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

Deferral of leave accruals

96. Any periods of leave not to count as service for more than 30 days in aggregate over a period of one year will not count towards accrual of annual and personal leave.

Cancellation of leave or recall to duty from leave

97. Where an employee's leave is cancelled by the CEO without reasonable notice, or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under insurance or from another source and all unused leave will be re-credited.

Re-crediting periods of approved leave

98. An employee who becomes eligible for personal, carers or compassionate leave while on annual or long service leave may apply to have their annual or long service leave re-credited. Where satisfactory evidence is provided, the employee's annual or long service leave will be re-credited to the extent of the personal, carers or compassionate leave subsequently granted.

Annual leave

99. A full time employee is entitled to 20 working days paid annual leave for each completed year of service, accruing daily and credited monthly.
100. A part time employee's annual leave entitlement will accrue on a pro rata basis.
101. Annual leave credits may be taken at any time, subject to operational requirements and the approval of the CEO. Any unused annual leave accumulates. Annual leave will count as service for all purposes.

102. Employees may take annual leave at half-pay. The minimum absence of leave on half-pay is two working days, with further absences in multiples of two days. Where annual leave is taken at half-pay, credits will be deducted from the employee's annual leave balance on the basis that two days of annual leave at half-pay is equivalent to one day of annual leave at full-pay.
103. Employees who have accrued an annual leave credit of 40 days (or equivalent of two years) or more may be directed by the CEO to take at least 10 days annual leave within 12 weeks of the direction.

Purchased leave

104. With the approval of the CEO, an employee may purchase up to six weeks additional annual leave once per 12 month period.
105. The expected pattern of purchased leave must take into account operational requirements and the reasons for the employee's request.
106. Unless otherwise agreed, purchased leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
107. Purchased leave will count as service for all purposes including superannuation.

Personal leave

108. All employees are entitled to 18 working days personal leave for each year of service.
109. A part time employee's personal leave entitlement will accrue on a pro rata basis.
110. Personal leave for ongoing employees will be credited in advance and will accrue on the anniversary of the employee's recognised commencement date in the Australian Public Service.
111. Personal leave for non-ongoing employees will accrue daily.
112. Personal leave gives employees access to paid personal leave to be used when they are absent:
- a) where the employee is ill or injured;
 - b) to care for members of his or her family or household who are ill;
 - c) where a member of their family or household is injured or affected by an unexpected emergency;
 - d) for compelling personal reasons, including family responsibilities; or
 - e) to attend preventative health consultations for self and/or those in employee's care.

Note: Leave must not be taken for the reasons of d) and e) to the extent that it results in less than 10 days' of an employee's credits per year being available for use for personal injury or illness and caring as provided under the *Fair Work Act 2009*

113. Employees may take personal leave at half-pay. This will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employee's credits.
114. Where paid personal leave credits are exhausted, the CEO may grant personal leave without pay and/or the use of annual leave.
115. Personal leave is cumulative but will not be paid out on separation.
116. Where an employee has exhausted their paid carer's leave entitlements they may be entitled to unpaid carer's leave as prescribed in the *Fair Work Act 2009*.

117. No more than two consecutive days of personal leave may be taken without medical or other evidence.
118. Unless otherwise agreed by the CEO, no more than 10 days personal leave may be taken in a 12 month period without satisfactory medical certification.
119. Medical certificates from registered medical practitioners will be accepted for the purpose of personal illness, injury or caring responsibilities. Where it is not reasonably practicable to provide a medical certificate a statutory declaration made by the employee will be accepted.
120. Notwithstanding the above, the CEO may request that medical evidence is provided by the employee for any period of leave in certain circumstances.
121. Where an employee does not provide the requested medical evidence any personal leave will ordinarily be without pay.
122. The opinion of a medical practitioner nominated by the CEO will be accepted over that of a medical practitioner nominated by an employee, to the extent that their opinions differ. Should a medical practitioner nominated by the CEO be of the opinion that an employee is fit for work, the employee will not be entitled to personal leave with or without pay unless that practitioner subsequently assesses the employee as unfit for work.

Compassionate leave

123. An employee is entitled to a period of three days of paid compassionate leave for each occasion when a member of the employee's family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies.
124. An employee may be required to provide reasonable evidence to the CEO in support of an application for compassionate leave.
125. Compassionate leave will count as service for all purposes.

Long service leave

126. An employee will be eligible for long service leave (LSL) in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
127. The minimum period for which LSL will be granted is seven calendar days (at full pay, or 14 days at half pay). A period of LSL cannot be broken by other periods of leave, a weekend or a public holiday, except as otherwise provided by legislation.

Community service leave

128. In accordance with section 108 of the *Fair Work Act 2009*, leave for participation in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time, and ceremonial duties, will be approved. The CEO may determine whether any or all of leave taken for participation in voluntary emergency management activities will be with pay.
129. An employee will continue to be paid by the OTA for any period of jury service up to a maximum of 10 days, but will be required to pay to the OTA any amount of jury service pay received by the employee during this 10 day period.
130. An employee will be required to provide the CEO with reasonable evidence and notice of the absence as soon as practicable and the period or expected period of absence.

Defence reserve leave

131. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
132. An employee is entitled to leave with pay, of up to 4 weeks during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
133. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
134. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
135. Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.

War service sick leave

136. Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or defence caused condition.
137. A war-caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or defence-caused.
138. Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

Miscellaneous leave

139. Miscellaneous leave may be granted by the CEO, having regard to the operational needs of the OTA.
140. Miscellaneous leave may be granted with or without pay, and subject to conditions
141. Up to two days leave with pay per calendar year may be granted by the CEO for the purpose of attending cultural or religious activities associated with the employee's culture or ethnicity, including observance of religious holidays which are not formally designated as public holidays in this Agreement.

Maternity and parental leave

142. Eligible employees can access maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
143. An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is also entitled to two weeks of paid maternal leave, to be taken immediately following the paid component of maternity leave.

144. An employee who adopts or fosters (long term) a child and who is the primary caregiver for that child, is entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave (at full pay), provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Leave for adoption or long term fostering purposes is available from one week prior to the date of placement of the child.
145. An employee is entitled to parental leave for adoption or long term foster care when that child:
- a) is under 16 years of age;
 - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) of a child of the employee or the employee's spouse/partner.
146. Documentary evidence of approval for adoption or enduring parental responsibilities under the formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.
147. An employee who is eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only the first 14 weeks will count as service.
148. On ending the initial 52 weeks of maternity or parental leave, an employee may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
149. Unpaid maternity leave or parental leave will not count as service for any purpose except for any unpaid leave taken during the first 12 weeks.
150. Maternity leave and parental leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas Closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, an employee has the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

Supporting partner leave

151. An employee who is not the primary care giver to a dependent child, is entitled to four weeks paid leave to be taken within 12 months of the birth, adoption or long-term fostering of the dependent child. This leave counts as service for all purposes. An employee who meets the requirements under the National Employment Standards (NES) for parental leave is entitled to a maximum of twelve months unpaid parental leave in accordance with the relevant NES less any period taken under this clause.

Unauthorised absences

152. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, cease to be available until the employee resumes duty, or is granted leave or ceases employment. Such absences will not count as service for any purpose.
153. Unauthorised absences may be referred to the CEO to determine the appropriate action under the *Public Service Act 1999*.

PART F – PERFORMANCE MANAGEMENT

Performance management arrangements

154. All employees will be required to have a current performance agreement, except non-ongoing employees engaged for less than three months.

Managing underperformance

155. Where underperformance is identified, the CEO will work with affected employees and their manager to attain and sustain the standards required.
156. Underperformance is identified when the CEO makes an assessment that an employee's performance is unsatisfactory at any stage during the performance appraisal cycle.

PART G – MANAGEMENT OF EXCESS EMPLOYEES

157. For the purposes of this clause, an ongoing employee is excess if:

- a) they are in a class of employees, which class comprises a greater number of employees than is necessary for the efficient and economical working of the OTA;
- b) the services or the duties of an employee cannot be effectively used because of technological, or other changes in the work methods of the OTA, or structural or similar changes in the nature, extent or organisation of functions of the OTA; or
- c) where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and the CEO has determined that the provisions of this clause apply to the employee.

158. The provisions of this Part do not apply to ongoing employees who are on probation or to non-ongoing employees.

Discussions with potentially excess employees

159. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee in writing of the situation.

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

- a) appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below level; and
- b) whether voluntary retrenchment might be appropriate.

161. Where the employee chooses a representative, the discussions will also include the employee's representative.

162. This discussion period will extend for at least a four week period.

163. The CEO may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment where those retrenchments would permit the redeployment of employees who are potentially excess.

Declaring an employee excess to requirements

164. After a four week discussion period, or in circumstances where an employee has agreed in writing to a reduced discussion period, the CEO will advise the employee in writing that they are excess to the requirements of the OTA.

Voluntary retrenchment

165. Where the CEO advises the employee in writing that they are excess to the requirements of the OTA, they will have four weeks to elect for voluntary retrenchment.

166. Within that four week period, an employee must be given information on:

- a) amount of redundancy pay, pay in lieu of notice and likely payment in lieu of leave credits;
- b) how to ascertain the amount of their accumulated superannuation contributions;
- c) options open to the employee concerning superannuation;
- d) taxation rules applying to various payments; and

e) the availability of assistance up to a maximum amount of \$450 for financial advice.

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

168. The four week election period can be reduced by agreement between the employee and the CEO where the employee advises that they have been provided with the advice outlined in clause 166. Where the period is reduced, the employee will be paid:

- a) for the unexpired period of the consideration period as at the date of termination;
- b) any leave benefits which may have accrued under this Agreement had the employee worked through the consideration period; and
- c) payment in lieu of the relevant period of notice provided for in clause 169.

Period of notice

169. Where an excess employee agrees to be voluntarily retrenched, the CEO can terminate the employee's employment under section 29 of the *Public Service Act 1999* by giving a four week period of notice (or five weeks for staff over 45 years of age with at least five years of continuous service).

170. Where an employee's employment is terminated, at the beginning of, or within the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy benefit

171. An employee who agrees to be voluntarily retrenched with a redundancy benefit and whose employment is terminated under section 29 of the *Public Service Act 1999*, is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

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

173. The redundancy benefit will be calculated on a pro-rata basis for any periods where the employee has worked part-time hours during their period of continuous service and has less than 24 years' full-time continuous service, subject to any minimum amount the employee is entitled to under the NES.

174. Service for redundancy benefit purposes means:

- a) service in an APS agency;
- b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has 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 if the service has not previously been recognised for redundancy pay purposes; and
- f) service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function or the staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

175. 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 four weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 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 the repealed section 49 of the *Public Service Act 1922*.
176. Any period of service which ceased by way of:
- a) any of the grounds for termination specified in section 29 of the *Public Service Act 1999* (including any additional grounds prescribed in the Public Service Regulations);
 - b) on a ground equivalent to any of these grounds;
 - c) through voluntary retirement at or above the minimum retiring age applicable to the employee;
 - d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;
- will not count as service for redundancy pay purposes.
177. Absences from work which do not count as service for any purpose will not count as service for redundancy benefit purposes.
178. For the purpose of calculation of entitlements under clause 171, salary will include:
- a) the employee's substantive salary;
 - b) higher duties allowances where the employee has been in receipt of such allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
 - c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Involuntary redundancy

179. Where an excess employee has not accepted an offer of voluntary redundancy, unless he/she agrees otherwise, the excess employee will not be involuntarily terminated by the CEO under section 29 of the *Public Service Act 1999* until the following retention periods have elapsed:
- a) 56 weeks where the employee has 20 or more years of service or is over 45 years of age; or
 - b) 30 weeks for all other employees.
180. If an employee is entitled to a redundancy benefit under the NES, the retention period at clause 179 will be reduced by the period equivalent to the employee's entitlement under the NES.
181. The retention period will commence on the day the employee is advised in writing by the CEO that they are an excess employee.
182. The retention period will be extended by any periods of leave for personal injury or illness, where supported by satisfactory medical evidence.

183. During the retention period the CEO:
- a) will continue to take reasonable steps to find suitable alternative employment for the employee;
 - b) may refer the employee to a redeployment service provider; and/or
 - c) may, with four weeks' notice, reduce an excess employee's classification as a means of securing alternative employment for the excess individual.
184. Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period.
185. During the retention period, the employee:
- a) will 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.
186. The excess employee may be granted assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
187. Where the CEO is satisfied that there is insufficient productive work available for the employee within the OTA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS, the CEO may terminate the employee's employment under section 29 of the *Public Service Act 1999*.
188. In such circumstances, the employee will, upon termination, be paid a lump sum comprising:
- a) the balance of the retention period (as shortened for the NES under clause 180) and this payment will be taken to include the payments in lieu of notice of termination of employment; plus
 - b) the employee's NES entitlement to a redundancy benefit.
189. If an excess employee has not been permanently moved to an ongoing position at the end of the retention period, the CEO may terminate the employee's employment under section 29 of the *Public Service Act 1999*.
190. An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment, or if their election for voluntary retrenchment has been refused.

PART H – SEPARATION

Resignation and retirement

191. An employee should give the CEO at least two weeks' notice in writing of their intention to resign or retire. All resignations will be deemed to take effect at close of business of the resignation date.
192. Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday.
193. An employee who ceases employment with the APS will be paid for unused annual leave credits. Payment includes 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.
194. Any outstanding payments for purchased leave or any flex debt will be deducted from a person's final entitlements if they cease to work for the OTA.

Payment on death

195. Where an employee dies, or the CEO directs that an employee will be presumed to have died on a particular date, the CEO may authorise the payment of the amount of salary, HDA, annual leave and allowances to which the former employee would have been entitled had they retired or resigned.
196. Payment will be made to dependants or the partner of the former employee or the former employee's legal personal representative.

PART I –CONSULTATION AND DISPUTE RESOLUTION

Employee representation

197. An employee may be assisted, accompanied and represented by another person, including an employee representative, in processes relating to any employment related matters, and in the dispute resolution procedures outlined below.
198. An employee will inform the CEO prior to any discussions whether they choose to be represented.

Consultation

199. This consultation term applies if the CEO:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
200. For a major change referred to in subclause 199(a):
- a) the CEO must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 201 to 207 apply.
201. The relevant employees may appoint a representative for the purposes of the procedures in this term.
202. 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 CEO of the identity of the representative;
- the CEO must recognise the representative.
203. As soon as practicable after making its decision, the CEO must:
- a) discuss with the relevant employees:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the employees;
 - iii. measures the CEO is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed;
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
204. However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

205. The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
206. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the OTA, the requirements set out in subclause 199(a) and clauses 200 and 202 are taken not to apply.
207. In this term, a major change is *likely to have a significant effect on employees* if it results in:
- a) the termination of the employment of employees;
 - b) major change to the composition, operation or size of the OTA's workforce or to the skills required of employees;
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d) the alteration of hours of work;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
208. For a change referred to in subclause 199(b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) clauses 209 to 213 apply.
209. The relevant employees may appoint a representative for the purposes of the procedures in this term.
210. 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 CEO of the identity of the representative;
- the CEO must recognise the representative.
211. As soon as practicable after proposing to introduce the change, the CEO must:
- a) discuss with the relevant employees the introduction of the change;
 - b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change;
 - ii. information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the CEO reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
212. However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

213. The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.

214. In this term, *relevant employees* means the employees who may be affected by a change referred to in clause 199.

Consultation committees

215. The CEO will establish and maintain a Workplace Consultative Committee for the life of the Agreement.

Dispute resolution

216. If a dispute relates to a matter arising under this Agreement, or the NES, this section sets out the procedures to settle the dispute.

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

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

219. The Fair Work Commission may deal with the dispute in two 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 *Fair Work Act 2009*.

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

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

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable 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.

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

SCHEDULE A – DEFINITIONS

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

Agreement: the *Organ and Tissue Authority Enterprise Agreement 2016-2019*

APS: the Australian Public Service

Bandwidth: between 7:00am to 7:00pm from Monday to Friday, except on a public holiday

Casual employee: a non-ongoing employee engaged under the *Public Service Act 1999* for a specified period for duties that are irregular or intermittent, whose hours of duty are defined as 'as required'

CEO: the Agency Head of the Organ and Tissue Authority as defined under the *Public Service Act 1999*

Delegate: a person to whom the CEO has delegated a power or function under this Agreement

Dependant: the spouse of the employee; and/or a child or parent of the employee, or of the spouse of the employee, who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee

Employee: a person engaged under the *Public Service Act 1999*, whether ongoing, non-ongoing, full time or part time, or irregular/intermittent

Family: a person who is a spouse, de facto partner (without discrimination as to sexual preference), child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee

Higher Duties Allowance: an allowance payable for performing the duties of a higher classification

Manager: the person to whom an employee is responsible and who is authorised by the CEO to exercise the powers and responsibilities of a manager in relation to that employee

Official travel: where an employee is requested to undertake travel on behalf of the OTA which is formally approved by the CEO

Settlement period: the four week period beginning on a pay Thursday for the purposes of determining flex debit / credit carryover

Standard day: A working day comprising the hours from 8:30am to 12:30pm and 1:30pm to 5:00pm used for calculation and recording of full or part day absences on leave

Workplace Consultative Committee: a forum that enables OTA staff to consult with management on issues impacting on them

SCHEDULE B – SALARY TABLES

Classification	Before lodgement	On commencement	12 months after commencement	24 months after commencement
Executive Level 2 (EL2)	\$133,779	\$136,455	\$139,184	\$141,967
	\$127,357	\$129,904	\$132,502	\$135,152
	\$123,242	\$125,707	\$128,221	\$130,785
	\$112,995	\$115,255	\$117,560	\$119,911
Executive Level 1 (EL1)	\$108,015	\$110,175	\$112,379	\$114,626
	\$103,740	\$105,815	\$107,931	\$110,090
	\$98,828	\$100,805	\$102,821	\$104,877
	\$94,707	\$96,601	\$98,533	\$100,504
APS 6	\$86,945	\$88,684	\$90,458	\$92,267
	\$85,040	\$86,741	\$88,476	\$90,245
	\$80,806	\$82,422	\$84,071	\$85,752
	\$77,068	\$78,609	\$80,182	\$81,785
APS 5	\$73,736	\$75,211	\$76,715	\$78,249
	\$71,760	\$73,195	\$74,659	\$76,152
	\$69,860	\$71,257	\$72,682	\$74,136
APS 4	\$67,866	\$69,223	\$70,608	\$72,020
	\$65,997	\$67,317	\$68,663	\$70,037
	\$64,230	\$65,515	\$66,825	\$68,161
APS 3	\$62,838	\$64,095	\$65,377	\$66,684
	\$59,987	\$61,187	\$62,410	\$63,659
	\$58,297	\$59,463	\$60,652	\$61,865
	\$56,692	\$57,826	\$58,982	\$60,162
APS 2	\$53,534	\$54,605	\$55,697	\$56,811
	\$52,045	\$53,086	\$54,148	\$55,231
	\$50,529	\$51,540	\$52,570	\$53,622
	\$49,057	\$50,038	\$51,039	\$52,060
APS 1	\$47,140	\$48,083	\$49,044	\$50,025
	\$44,947	\$45,846	\$46,763	\$47,698
	\$43,459	\$44,328	\$45,215	\$46,119
	\$41,975	\$42,815	\$43,671	\$44,544
At 20 years	\$38,197	\$38,961	\$39,740	\$40,535
At 19 years	\$33,999	\$34,679	\$35,373	\$36,080
At 18 years	\$29,382	\$29,970	\$30,569	\$31,180
Under 18 years	\$25,185	\$25,689	\$26,202	\$26,727
Senior Public Affairs Officer Grade 2 (SPAO 2) EL2 equivalent	\$139,131	\$141,914	\$144,752	\$147,647
	\$133,725	\$136,400	\$139,127	\$141,910
Graduate APS		\$57,826	\$58,982	\$60,162
Trainee APS		\$42,815	\$43,671	\$44,544

SCHEDULE C – RECOGNITION OF ALLOWANCES

	Counts as salary for superannuation purposes (CSS and PSSdb only. Members of other superannuation funds refer to Clause 32.	Counts towards salary for calculation of additional duty salary	Payable during long service leave	Payable during recreation leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of recreation leave
Higher duties allowance	@	✓	*	*	✓	*	*	*	#	^
Workplace Responsibility Allowance	✓	X	✓	X	✓	X	X	✓	✓	X
Restriction Allowance	@	X	X	X	X	*	X	*	X	X

Key

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

SCHEDULE D – SIGNATORIES

Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Organ and Tissue Authority:

Signed:



Name:

Yael Cass

Address:

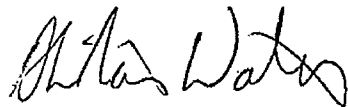
Level 6, 221 London Circuit, Canberra ACT 2600

19/1/16

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union:

Signed:



Name:

Alistair Waters

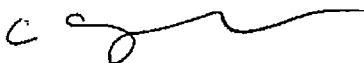
Address:

1/40 Brisbane Avenue, Barton, ACT 2600

20/1/16

Employee Bargaining Representative

Signed:



Name:

Carol George

Address:

Level 6, 221 London Circuit, Canberra ACT 2600