



Australian Government

Organ and Tissue Authority

**Enterprise Agreement
2024–2027**

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Section 1: Technical matters

Title

1. This agreement will be known as the Organ and Tissue Authority Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1. the CEO, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. all employees in the Organ and Tissue Authority employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent.
 - 2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1. The Community and Public Sector Union

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

National Employment Standards (NES) precedence

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 Organ and Tissue Authority 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 and guidelines, as implemented and varied from time to time.

9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

10. The Organ and Tissue Authority 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:

- 10.1. the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
- 10.2. the arrangement meets the genuine needs of the Organ and Tissue Authority and employee in relation to one or more of the matters mentioned in clause 10.1; and
- 10.3. the arrangement is genuinely agreed to by the Organ and Tissue Authority and employee.

11. The agency must ensure that the terms of the individual flexibility arrangement:

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

12. The Organ and Tissue Authority must ensure that the individual flexibility arrangement:

- 12.1. is in writing;
- 12.2. includes the name of the Organ and Tissue Authority and employee;
- 12.3. is signed by the Organ and Tissue Authority and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 12.4. includes details of:
 - 12.1.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.1.2 how the arrangement will vary the effect of the terms;
 - 12.1.3 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
- 12.5. states the day on which the arrangement commences.

13. The Organ and Tissue Authority must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The Organ and Tissue Authority or employee may terminate the individual flexibility arrangement:
 - 14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2. if the Organ and Tissue Authority and employee agree in writing – at any time.
15. The Organ and Tissue Authority and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

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

Agreement means the Organ and Tissue Authority Enterprise Agreement 2024-2027

APS means the Australian Public Service.

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 and intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

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

CEO means the CEO of Organ and Tissue Authority or the CEO's delegate.

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

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.

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 PS 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.

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 FW 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.

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

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.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

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

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

Ongoing employee means an employee engaged under section 22(2)(a) of the PS 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 or de facto partner (including former spouse or de facto).

Part-time employee means an employee whose ordinary hours are less than 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 ML 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.

PS 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.

Usual place of work means the Organ and Tissue Authority office in Canberra or another location deemed as a usual place of work where work will be performed on a regular basis by an employee.

Note: the usual place of work / office location for an employee is used to determine related entitlements.

Section 2: Remuneration

Salary

17. Salary rates will be as set out in Attachment A – Base salaries to this agreement.
18. The base salary rates in Attachment A – Base salaries include the following increases:
 - 18.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 18.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);
and
 - 18.3. 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, 31 August 2023 salaries are included in Attachment A.

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 Organ and Tissue Authority, 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 salary setting clauses.
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 salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in the Organ and Tissue Authority immediately following a period of non-ongoing employment in the Organ and Tissue Authority for a specified term or task, the CEO will determine the payment of 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 Organ and Tissue Authority.
25. Where an employee commences ongoing employment in the Organ and Tissue Authority immediately following a period of casual employment in the Organ and Tissue Authority, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Organ and Tissue Authority.

26. Where an APS employee moves to the Organ and Tissue Authority 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 an APS employee moves to the Organ and Tissue Authority at level from another APS agency, and their salary is below the top increment point of the relevant range as stated at Schedule B, but not aligned with an increment point in the range, the employee's salary will be paid at the next highest increment point in that range.
28. 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.

Incremental advancement

29. Salary advancement to the next available pay point for ongoing and non-ongoing employees (excluding casuals who will not usually be eligible for incremental advancement) within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year, subject to the following:
 - 29.1. completing the requirements of the Performance and Development Agreement process unless there is reasonable cause not to have done so; and
 - 29.2. being assessed as achieving a performance rating of 'satisfactory' or better at the end of the performance cycle; and
 - 29.3. having eligible service with the Organ and Tissue Authority at their substantive level or above (i.e. higher duties), for an aggregate of six months or more within the performance management cycle; and
 - 29.4. not being ineligible for salary advancement due to relevant administrative actions, including a sanction under section 15 of the PS Act; and
 - 29.5. any additional advancement provisions applying to specific groups of employees as outlined in this section.
30. Eligible service for salary progression will include:
 - 30.1. periods of paid leave and unpaid parental leave;
 - 30.2. periods of unpaid leave that count as service; and
 - 30.3. service while employed on a non-ongoing basis.
31. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
32. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

Superannuation

33. The Organ and Tissue Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.

34. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
35. The Organ and Tissue Authority 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 Organ and Tissue Authority's payroll system.

Method for calculating superannuation salary

36. The Organ and Tissue Authority will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
37. Employer contributions will be made for all employees covered by this agreement.
38. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Overpayments

39. An overpayment occurs if the CEO (or the Organ and Tissue Authority) 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 amount payable under this agreement).
40. 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.
41. 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.
42. 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 agency in full by the employee.
43. 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.
44. The Organ and Tissue Authority and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
45. Interest will not be charged on overpayments.
46. Nothing in clauses 39 to 45 prevents:
 - 46.1. the Organ and Tissue Authority from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under *the Public Governance, Performance and Accountability Act 2013*;
 - 46.2. the Organ and Tissue Authority from pursuing recovery of the debt through other available legal avenues; or
 - 46.3. the employee or the Organ and Tissue Authority from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary packaging

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

Section 3: Allowances and reimbursements

Higher duties allowance

49. Where a role needs to be filled for a continuous period of 5 working days or more, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
50. Higher duties allowance will be equal to the difference between the employee's 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.
51. 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.
52. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
53. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 5 working days.
54. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Workplace responsibility allowances

55. A workplace responsibility allowance will be paid where an employee who is appointed by the agency or elected by eligible peers to one of the following roles:
 - 55.1. First Aid Officer;
 - 55.2. Health and Safety Representative;
 - 55.3. Emergency Warden;
 - 55.4. Harassment Contact Officer; and
 - 55.5. Mental Health First Aid Officer.
56. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
57. An ongoing employee is entitled to a workplace responsibility allowance where they are appointed to a workplace responsibility role and have successfully completed any training programs and/or refresher courses required. The rates will be:

Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$35.92 per fortnight	\$37.28 per fortnight	\$38.55 per fortnight

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

59. An employee's physical availability to undertake the role will be considered by agencies 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 First Aid Officers and Health and Safety Representatives depending on work group arrangements.
60. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, 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

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

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	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
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

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

Section 4: Classifications and broadbands

Graduates

67. The Organ and Tissue Authority may run an entry level program for graduates, trainees or cadets where employees are selected to undertake an advancement program and whose progression to the exit level classification is subject to the successful completion of an Entry Level Program.
68. Participants commencing in the Organ and Tissue Authority on an Entry Level Program will commence at the base classification of the applicable program.
69. The CEO may, in exceptional circumstances approve a participant to commence at a classification higher than the base classification of the applicable program.
70. Advancement is not automatic and is subject to:
 - 70.1. successful completion of the relevant Entry Level Program including any applicable qualification/training; and
 - 70.2. the employee having gained the necessary skill and proficiencies to perform the more complex work; and
 - 70.3. effective performance.

Work Level Standards

71. 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 PS Act.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

72. The APS is a career-based public service. In its engagement decisions, the Organ and Tissue Authority recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

73. Where a consultative committee is in place, the Organ and Tissue Authority will report to the Organ and Tissue Authority 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 Organ and Tissue Authority.

Pathways to permanency

74. The Organ and Tissue Authority and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Organ and Tissue Authority 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 and intermittent) employment

75. A casual (irregular and intermittent) employee is defined in the definitions section.
76. A decision to expand the use of casual employees is subject to *Section 10: Consultation, representation and dispute resolution* of this agreement.
77. The Organ and Tissue Authority will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
78. Remuneration for casual employees is 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.
79. 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.
80. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
81. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

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

83. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 83.1. personal/carer's leave accrual at clause 186;
 - 83.2. redundancy provisions at clause 401-414, subject to clause 84; and
84. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 401-414 will apply.
85. If the redundancy provisions apply to an employee under clause 84, the agency must adhere to the consultation requirements at Section 10.

Working hours

86. All employees have a mutual responsibility for managing their working hours and patterns, including leave planning, flextime arrangements, breaks, and minimising additional hours where possible. The provisions below are designed to be sufficiently flexible for employees to meet business requirements and balance their personal needs.
87. Working patterns agreed between employees and their managers will reflect the reasonable expectation that employees can disconnect from the workplace and are not expected to respond to work-related matters outside of their usual pattern of hours, unless in exceptional circumstances.
88. An employee and their manager will work together to manage hours of work and breaks to ensure that an employee is not working excessive hours without the opportunity to take time off either as flextime (for APS1-6 and their equivalents) or in the case of Executive Level employees (and their equivalents), as Executive Level TOIL.
89. For the purposes of calculating pay, attendance and flextime, ordinary hours of work for full-time employees is 150 hours over the four week settlement period commencing on a payday Thursday, worked within the bandwidth of 7.00am to 7.00pm Monday to Friday. This equates to an average of 7 hours 30 minutes per day.
90. Standard hours for a full-time employees is 7 hours 30 minutes worked from 8.30am to 12.30pm and 1.30pm to 5.00pm, Monday to Friday.
91. An employee should not work more than 10 hours per day unless directed to do so; or commence work on any day without having at least eight hours minimum break from the previous day's work, without specific approval from their manager.
92. An employee must not work for more than five hours without an unpaid break of at least 30 minutes.
93. 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.

Flex for APS 1-6 classifications

94. 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 Organ and Tissue Authority.
95. The CEO will administer these arrangements in a way which meets the Organ and Tissue Authority's operational requirements and responsibilities. Where possible, the CEO will take into consideration the individual needs of the employee.
96. Flextime is available to all APS level employees. All hours must be recorded on the Organ and Tissue Authority flex sheet.
97. Flextime credits will accrue on an hour for hour basis when work is performed in addition to ordinary hours within the bandwidth.
98. 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.
99. 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.
100. 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.
101. Where an employee has a flex credit or debit at the cessation of their employment with the Organ and Tissue Authority, the flex credit or debit will be either paid to or recovered from the employee in their final pay.
102. 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.
103. Where there is insufficient work, the CEO may require an employee not to work hours in addition to their ordinary hours.
104. 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.

Executive Level Time Off in Lieu (EL TOIL)

105. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
106. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Organ and Tissue Authority.
107. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
108. 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.

109. 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.
110. 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.
111. 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

Overtime

112. APS level employees are eligible for an overtime payment where they are required by the CEO to:
 - 112.1. perform work outside the bandwidth (inclusive of weekends and public holidays), or
 - 112.2. work in excess of 9.5 hours on any one day (Monday to Friday inclusive), whichever occurs first.
113. Part-time employees at the APS level are eligible for overtime for work performed at the direction of the CEO, which is:
 - 113.1. not continuous with the employee's agreed or specified hours of work, and/or
 - 113.2. beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work agreement.
114. Time spent travelling to or from work will not count as part of an overtime attendance.
115. 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.
116. Where overtime is worked, the rate of payment (or TOIL, if the employee elects) is calculated at the following rates:
 - 116.1. Monday to Saturday: one and a half times the hourly rate;
 - 116.2. Sunday: double the hourly rate; and
 - 116.3. 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).
117. 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.
118. 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.

119. 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.
120. Executive Level employees (and equivalents) will only be eligible to receive overtime payments in exceptional circumstances with the approval of the CEO.
121. 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 \$27 For the purposes of this clause a meal period is:

DAY	BREAKFAST	LUNCH	DINNER
Monday - Friday	6.00am to 7.00am	N/A	7:00pm to 7:30pm
Saturday, Sunday & Public Holidays	6.00am to 7.00am	12:30pm – 1:30pm	7:00pm to 7:30pm

Restriction allowance

122. 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:
- 122.1. Where restricted for a period of seven calendar days, an allowance of \$289 per week is payable.
- 122.2. 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.
123. Where an employee is restricted for any period that includes a public holiday or Christmas Closedown, an additional payment of \$52.50 for each public holiday or Christmas Closedown day occurring within the period of restriction will be made.
124. 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:
- 124.1. a one hour base rate of payment when work is performed without the necessity to travel to the workplace; or
- 124.2. a three hour base rate of payment, including travel time, if work is required to be performed at the workplace.
125. 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.

Flexible working arrangements

126. The Organ and Tissue Authority, employees and their union recognise:

- 126.1. 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;
 - 126.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 126.3. 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;
 - 126.4. that flexibility applies to all roles in the Organ and Tissue Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 126.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
127. The Organ and Tissue Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Organ and Tissue Authority at all levels. This may include developing and implementing strategies through an Organ and Tissue Authority consultative committee.
128. 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

129. The following provisions do not diminish an employee's entitlement under the NES.
130. An employee may make a request for a formal flexible working arrangement.
131. The request must:
- 131.1. be in writing;
 - 131.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 131.3. 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 FW Act.
132. The CEO must provide a written response to a request within 21 days of receiving the request.
133. The response must:
- 133.1. state that the CEO approves the request and provide the relevant detail in clause 134; or
 - 133.2. if following discussion between the Organ and Tissue Authority and the employee, the agency 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
 - 133.3. state that the CEO refuses the request and include the following matters:
 - 133.3.1. details of the reasons for the refusal; and

133.3.2. set out the Organ and Tissue Authority's particular business grounds for refusing the request, explain how those grounds apply to the request; and

133.3.3. either:

133.3.3.1. 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 agency would be willing to make; or

133.3.3.2. state that there are no such changes; and

133.3.4. 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 FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

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

134.1. any security and work health and safety requirements;

134.2. a review date (subject to clause 138); and

134.3. the cost of establishment (if any).

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

135.1. the Organ and Tissue Authority has discussed the request with the employee; and

135.2. the Organ and Tissue Authority 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

135.3. the Organ and Tissue Authority and the employee have not reached such an agreement; and

135.4. the Organ and Tissue Authority has had regard to the consequences of the refusal for the employee; and

135.5. the refusal is on reasonable business grounds.

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

136.1. the new working arrangements requested would be too costly for the Organ and Tissue Authority;

136.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

136.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

136.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- 136.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 136.6. 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.
137. For First Nations employees, the Organ and Tissue Authority must consider connection to country and cultural obligations in responding to requests for altering the location of work.
138. Approved flexible working arrangements will be reviewed by the Organ and Tissue Authority 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

139. An employee may request to vary an approved flexible working arrangement in accordance with clause 131. An employee may request to pause or terminate an approved flexible working arrangement.
140. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 142.
141. The agency 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.
142. Prior to the CEO varying, pausing or terminating the arrangement under clause 140, the Organ and Tissue Authority must have:
- 142.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 142.2. 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);
 - 142.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 142.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 142.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 133.3.

Working from home

143. The Organ and Tissue Authority 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.
144. The Organ and Tissue Authority may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

145. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
146. The Organ and Tissue Authority will provide employees with guidance on working from home safely.
147. Employees will not be required by the Organ and Tissue Authority 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 Organ and Tissue Authority will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

148. 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.
149. Employees should, where practicable, make the request in writing and provide as much notice as possible.
150. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 129 to 138.
151. The Organ and Tissue Authority 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.
152. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Organ and Tissue Authority should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

153. 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 Organ and Tissue Authority will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part-time work

154. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
155. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
156. 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 or TOIL provisions, but where work is directed outside their agreed hours, overtime rates are applicable.

Christmas closedown

157. All Organ and Tissue Authority 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.
158. 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).
159. 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.
160. Where an employee is required to work overtime during the Christmas Closedown, the overtime rate applicable to public holidays will apply.
161. 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.

Public holidays

162. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 162.1. 1 January (New Year's Day);
 - 162.2. 26 January (Australia Day);
 - 162.3. Good Friday and the following Monday;
 - 162.4. 25 April (Anzac Day);
 - 162.5. 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);
 - 162.6. 25 December (Christmas Day);
 - 162.7. 26 December (Boxing Day); and
 - 162.8. 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.
163. 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.
164. 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.
165. 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.

166. 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.
167. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's 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.)
168. 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 162.1 to 162.8.
169. 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.
170. 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

Annual leave

- 171. A full-time employee is entitled to 4 weeks (20 working days) paid annual leave for each completed year of service, accruing daily and credited monthly.
- 172. A part-time employee's annual leave entitlement will accrue on a pro rata basis.
- 173. 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.
- 174. 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.
- 175. 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.
- 176. Excess leave will be managed in accordance with this agreement and agency policy.
- 177. 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.
- 178. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Purchased leave

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

Personal/carer's leave

Transitional arrangements

183. Ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the Organ and Tissue Authority Enterprise Agreement 2016-2019, will continue to accrue 18 days (135 hours) of personal/carers leave, or the part-time equivalent, on completion of each 12 month period of service.
184. Employees covered by clause 183 will transition to the personal/carers leave accrual and crediting provisions specified in clause 186 by 1 January 2026.
185. Where an employee:
- 185.1. has, or cares for someone with, a chronic condition or other ongoing illness;
 - 185.2. is recovering from surgery;
 - 185.3. is pregnant; or
 - 185.4. is returning from parental leave or has a child commencing day care;
 - 185.5. and, as a result of the transition to daily accrual of personal/carers leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carers leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Accrual and credits – ongoing employees

186. Subject to clause 183, on commencement with the APS, an ongoing employee will be credited with 18 days (135 hours) of personal/carers leave, or the part-time equivalent. After 12 months, a further 18 days (135 hours), or the part-time equivalent, will accrue daily and be credited monthly in arrears on the first day of each month thereafter.

Accrual and credits – non-ongoing employees

187. For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the Organ and Tissue Authority. This will be 18 days (135 hours) leave, or the part-time equivalent, pro-rated based on the employee's initial contract period, and is capped at 18 days (135 hours), or the part-time equivalent. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily and be credited monthly.
188. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carer's leave per occasion, consistent with the NES.
189. In respect of the effect of leave without pay, refer to clause 207.
190. Personal leave gives employees access to paid leave, subject to available credits, when they are absent due to:
- 190.1. personal illness or injury;
 - 190.2. attending appointments with a registered health practitioner;

- 190.3. managing a chronic condition;
- 190.4. providing care or support for a family member (including household member) or a person they have caring responsibilities for, because:
 - 190.4.1. of a personal illness or injury affecting the other person; or
 - 190.4.2. of an unexpected emergency affecting the other person;
- 190.5. compelling personal reasons of an unexpected, urgent and unpredictable nature; and/or
- 190.6. attend preventative health consultations for the employee and/or those in the employee's care.

Note: Leave must not be taken for the reasons of clause 190.5 and 190.6 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 FW Act 2009

- 191. Employees are also able to utilise personal leave where they have caring responsibilities for a family member who:
 - 191.1. has a medical condition, including when they are in hospital;
 - 191.2. has a mental illness;
 - 191.3. has a disability;
 - 191.4. is frail or aged; and/or
 - 191.5. is a child, not limited to a child of the employee.
- 192. 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.
- 193. Where paid personal leave credits are exhausted, the CEO may grant personal leave without pay and/or the use of annual leave.
- 194. Personal leave is cumulative but will not be paid out on separation.
- 195. Where an employee has exhausted their paid carer's leave entitlements they may be entitled to unpaid carer's leave as prescribed in the FW Act.

Evidence

- 196. Evidence may be requested after:
 - 196.1. more than 3 consecutive days; and
 - 196.2. more than 10 days without evidence in a calendar year.
- 197. Acceptable evidence includes:
 - 197.1. a certificate from a registered health practitioner;
 - 197.2. a statutory declaration; and
 - 197.3. another form of evidence approved by the CEO.

198. 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.

199. Where an employee does not provide the requested medical evidence any personal leave will ordinarily be without pay.

Portability of leave

200. Where an employee moves into the Organ and Tissue Authority 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.

201. Where an employee is engaged in the Organ and Tissue Authority 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.

202. Where an employee is engaged as an ongoing employee in the Organ and Tissue Authority, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), 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.

203. 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 agency or another) 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.

204. Where an employee is engaged as an ongoing employee in the Organ and Tissue Authority, 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 201), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.

205. Where an employee is engaged as an ongoing employee in the Organ and Tissue Authority, 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.

206. For the purposes of clauses 200 to 205, an employee with a break in service of less than 2 months is considered to have continuity of service.

Leave without pay

207. Where 'leave without pay not to count as service' has been granted, annual leave will be adjusted as follows:

207.1. where aggregated absences are for periods totalling 30 calendar days or less, the annual leave accrual is not affected;

207.2. where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and

- 207.3. where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

Re-crediting of leave

208. When an employee is on:

- 208.1. annual leave;
- 208.2. purchased leave;
- 208.3. defence reservist leave;
- 208.4. First Nations ceremonial leave;
- 208.5. NAIDOC leave;
- 208.6. cultural leave; or
- 208.7. long service leave; and

becomes eligible for, under legislation or this agreement:

- 208.8. personal/carer's leave;
- 208.9. compassionate or bereavement leave;
- 208.10. jury duty;
- 208.11. emergency services leave;
- 208.12. leave to attend to family and domestic violence circumstances; or
- 208.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

209. 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.

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

Long service leave

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

212. 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 clause 208 – 210 of this agreement.

Miscellaneous leave

213. Miscellaneous leave may be granted by the CEO, having regard to the operational needs of the Organ and Tissue Authority.
214. Miscellaneous leave may be granted with or without pay, and subject to conditions.
215. Miscellaneous leave may be granted to casual employees for paid family and domestic violence leave and otherwise by government directive.
216. Miscellaneous leave without pay will not count as service for any purpose, except as required by legislation, with the following exceptions:
- 216.1. leave for personal and development training in the interests of the agency; and
 - 216.2. leave for non-APS employment in the interests of the agency.
- Note: For clause 216.1 and 216.2 to count as service, an employee must return to work in the APS at the completion of the miscellaneous leave without pay period.
217. Service for the purposes of long service leave is provided for by the *Long Service Leave (Commonwealth Employees) Act 1976*.
218. Leave accrued while on miscellaneous leave without pay to count as service will be reduced by any relevant leave entitlements received in non-APS employment.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

219. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
220. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

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

Cultural leave

225. 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.
226. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

227. Cultural leave can be taken as part days.

228. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 221.

Parental leave

229. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

230. 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.

231. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

232. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

233. An employee is entitled to parental leave with pay as per clauses 230 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.

234. Employees newly engaged in the agency or who have moved to the Organ and Tissue Authority from another APS agency are eligible for the paid parental leave in clauses 230 and 231 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 235 and 236, the balance is available to the employee.

235. 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 1: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML 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 ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
No ML Act eligibility or coverage	18 weeks

236. An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

Table 2: 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

237. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML 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.

238. **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.

239. **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

240. 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:

- 240.1. is under 16 as at the day (or expected day) of placement;
- 240.2. 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
- 240.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

241. 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

242. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
243. A stillborn child is a child:
- 243.1. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
 - 243.2. who has not breathed since delivery; and
 - 243.3. whose heart has not beaten since delivery.

Pregnancy loss leave

244. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' 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.
245. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

246. 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

247. Employees eligible for paid leave under the ML 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 246 until after the legislated paid maternity leave is used.

Compassionate leave

248. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 248.1. 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
 - 248.2. the employee or their partner has a miscarriage.
249. An employee may be asked to provide evidence to support their absences on compassionate leave.

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

251. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

252.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

252.2. a child is stillborn, where the child was a member of their family (including a member of their household).

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

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

255. For casual employees, bereavement leave is unpaid.

Emergency response leave

256. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

256.1. the time engaged in the activity;

256.2. reasonable travelling time; and

256.3. reasonable recovery time.

257. 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.

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

258. Paid leave may be refused where the employee's role is essential to the Organ and Tissue Authority's response to the emergency.

259. 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.

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

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

Jury duty

262. 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.

263. 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.

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

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

265. 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 Organ and Tissue Authority for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

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

266.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

266.2. Australian Defence Force Cadet obligations.

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

267.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and

267.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

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

269. 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:

269.1. Australian Navy Cadets;

269.2. Australian Army Cadets; and

269.3. Australian Air Force Cadets.

270. In addition to the entitlement at clause 267, 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.

271. Paid defence reservist leave counts for service.

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

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

274. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

275. 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:

275.1. warlike service; or

275.2. non-warlike service.

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

276.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:

276.1.1. they start employment with the APS; or

276.1.2. DVA certifies the condition; and

276.2. an annual credit of 3 weeks (15 days) defence service sick leave.

277. 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.

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

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

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

Leave to attend proceedings

281. 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.

282. An employee who is not covered under clause 281, 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 Organ and Tissue Authority.

283. 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, flex leave or time off in lieu.

284. 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

285. 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.
286. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

287. The Organ and Tissue Authority will offer annual influenza vaccinations to all employees at no cost.
288. Where the Organ and Tissue Authority 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

289. 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 Organ and Tissue Authority and will be accessible on paid time.

Respect at work

Principles

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

292. The agency 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

293. The Organ and Tissue Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
294. The Organ and Tissue Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
295. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
296. 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:
- 296.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 296.2. 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;
 - 296.3. 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;
 - 296.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 296.5. accessing alternative accommodation;
 - 296.6. accessing police services;
 - 296.7. attending court hearings;
 - 296.8. attending counselling; and
 - 296.9. attending appointments with medical, financial or legal professionals.
297. 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.
298. 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.
299. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
300. 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.
301. 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.
302. Evidence may be requested to support the Organ and Tissue Authority 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 Organ and Tissue Authority will require, unless the employee chooses to provide another form of evidence.

303. 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.
304. The Organ and Tissue Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Organ and Tissue Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Organ and Tissue Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
305. Where the Organ and Tissue Authority needs to disclose confidential information for purposes identified in clause 293, where it is possible the Organ and Tissue Authority will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
306. The Organ and Tissue Authority 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.
307. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
308. The Organ and Tissue Authority will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
309. 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

310. The Organ and Tissue Authority 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 Organ and Tissue Authority decisions.
311. 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 PS Act.
312. Employees can, during their ordinary work hours, take time to:
- 312.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - 312.2. attend Organ and Tissue Authority mandated training about integrity.

First Nations cultural competency training

313. 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.
314. 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

315. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
316. The Organ and Tissue Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 319. In considering whether a space is appropriate, an agency should consider whether:
- 316.1. there is access to refrigeration;
 - 316.2. the space is lockable; and
 - 316.3. there are facilities needed for expressing, such as appropriate seating.
317. Where it is not practicable for an Organ and Tissue Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
318. The Organ and Tissue Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
319. 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.
320. Further information is available in policy.

Disaster support

321. 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.
322. 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.
323. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

324. All employees will be required to have a current performance agreement, except non-ongoing employees engaged for less than three months. An employee and their manager will work together to establish an annual Performance and Development Agreement (PDA) outlining specific key performance requirements, related performance indicators and required workplace behaviours (refer clause 29 regarding eligibility for incremental advancement).
325. The performance assessment cycle is 1 July to 30 June of each year and provides the basis for an employee's salary advancement through salary ranges for the employee's current classification.
326. The performance assessment cycle has two formal assessment points at:
- 326.1. mid-cycle in February; and
 - 326.2. end of the cycle in July.
327. The principles of the performance assessment process include:
- 327.1. employees and managers have a shared responsibility to constructively participate in, and contribute to, development of the PDA and assessment process;
 - 327.2. all stages of the performance process should be discussed and agreed by the employee and their manager; and
 - 327.3. there should be no surprises for employees in regard to a manager's performance expectations or appraisal of their performance, with feedback regarding an employee's performance part of ongoing activities, including the opportunity for informal upwards feedback.
328. Further information on performance management is available in the Performance and Development policy.

Managing underperformance

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

Workloads

331. The Organ and Tissue Authority 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.
332. When determining workloads for an employee or group of employees, the Organ and Tissue Authority will consider the need for employees to strike a balance between their work and personal life.

333. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Organ and Tissue Authority 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.

Section 9: Travel and location-based conditions

Travel

Travel expenditure

335. 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 Organ and Tissue Authority Finance Business Rule.

Reviewed travel allowance

336. 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

337. 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 will be payable to employees through the salary system.

Recognition of travel time

338. 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

339. 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 Organ and Tissue Authority Finance Business Rule - Travel.

Illness while travelling on official business

340. 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.

Relocation assistance

341. Where an existing employee is required to relocate at the request of the Organ and Tissue Authority (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.

342. Where an employee is required to relocate on engagement with the Organ and Tissue Authority, the employee will be provided with financial relocation assistance.

343. Reasonable expenses associated with the relocation include:

- 343.1. the cost of transport of the employee, their dependents and partner by the most economical means;
 - 343.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 343.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 343.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
344. Additional relocation assistance may be considered by CEO discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

345. 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.

346. The Organ and Tissue Authority recognises:

- 346.1. the importance of inclusive and respectful consultative arrangements;
- 346.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
- 346.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- 346.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- 346.5. the benefits of employee and union involvement and the right of employees to be represented by their union.

347. Genuine and effective consultation involves:

- 347.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- 347.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- 347.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 347.4. 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

348. Consultation is required in relation to:

- 348.1. changes to work practices which materially alter how an employee carries out their work;
- 348.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- 348.3. major change that is likely to have a significant effect on employees;

- 348.4. implementation of decisions that significantly affect employees;
 - 348.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 348.6. other workplace matters that are likely to significantly or materially impact employees.
349. The Organ and Tissue Authority, 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 agency. 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

350. This clause applies if the Organ and Tissue Authority:

- 350.1. 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
- 350.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

351. 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.

352. The Organ and Tissue Authority must recognise the representative if:

- 352.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 352.2. the employee or employees advise the employer of the identity of the representative.

Major change

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

- 353.1. the termination of the employment of employees; or
- 353.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 353.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 353.4. the alteration of hours of work; or
- 353.5. the need to retrain employees; or
- 353.6. the need to relocate employees to another workplace; or
- 353.7. the restructuring of jobs.

354. The following additional consultation requirements in clause 355 to 361 apply to a proposal to introduce a major change referred to in clause 353.
355. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 349.
356. Where practicable, an Organ and Tissue Authority 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.
357. The Organ and Tissue Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
358. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 349, the Organ and Tissue Authority must:
- 358.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 358.1.1. the proposed change:
 - 358.1.2. the effect the proposed change is likely to have on the employees; and
 - 358.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 358.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 358.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 358.2.2. information about the expected effects of the proposed change on the employees; and
 - 358.2.3. any other matters likely to affect the employees.
359. The Organ and Tissue Authority 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.
360. However, the Organ and Tissue Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
361. 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 Organ and Tissue Authority, the requirements set out in clauses 355 to 359 are taken not to apply.

Change to regular roster or ordinary hours of work

362. The following additional consultation requirements in clause 363 to 366 apply to a proposal to introduce a change referred to in clause 348.5.
363. The Organ and Tissue Authority must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

364. As soon as practicable after proposing to introduce the change, the Organ and Tissue Authority must:

364.1. discuss with employees and the relevant union(s) and/or other recognised representatives:

364.1.1. the proposed introduction of the change; and

364.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

364.2.1. all relevant information about the proposed change, including the nature of the proposed change; and

364.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

364.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

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

365. The Organ and Tissue Authority 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

366. 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 FW Act.

Agency consultative committee

367. The CEO may establish an agency consultative committee to discuss relevant workplace matters.

368. The Organ and Tissue Authority 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

369. 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

370. If a dispute relates to:

370.1. a matter arising under the agreement; or

370.2. the National Employment Standards;

this term sets out procedures to settle the dispute.

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

372. 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.

373. 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.

374. 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 375 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

375.1. 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

375.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

375.2.1. arbitrate the dispute; and

375.2.2. make a determination that is binding on the parties.

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

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

376.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Organ and Tissue Authority that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

376.2. subject to clause 378, 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:

376.2.1. the work is not safe; or

376.2.2. applicable work health and safety legislation would not permit the work to be performed; or

376.2.3. the work is not appropriate for the employee to perform; or

376.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

378. Any disputes arising under the Organ and Tissue Authority Enterprise Agreement 2016-2019 or the National Employment Standards that were formally notified under clause 220 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

379. Where the provisions of clauses 372 to 376 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 373, 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 376.

Delegates' rights

380. 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 agency.

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

382. The Organ and Tissue Authority and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

383. The Organ and Tissue Authority respects the role of union delegates to:

383.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;

383.2. consult with other delegates and union officials, and get advice and assistance from union officials;

383.3. represent the interests of members to the employer and industrial tribunals; and

383.4. represent members at relevant union forums, consultative committees or bargaining.

384. The Organ and Tissue Authority 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.

385. 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.
386. To support the role of union delegates, the Organ and Tissue Authority will, subject to legislative and operational requirements, including privacy and security requirements:
- 386.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 386.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 386.3. allow reasonable official union communication appropriate to the agency 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 agency vetoing reasonable communications;
 - 386.4. provide access to new employees as part of induction; and
 - 386.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
387. 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 Organ and Tissue Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

388. Employees may be assisted, accompanied and represented by another person, including an employee representative, in processes relating to unsatisfactory performance, excess status, and in the dispute resolution procedures. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.
389. Employees will inform their immediate manager and/or relevant level of management prior to any discussions where they choose to be represented.

Section 11: Separation and retention

Resignation

390. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
391. 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.
392. 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

393. When an employee dies, or the CEO has directed that an employee is 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 payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Redeployment, retraining, redundancy

394. For the purposes of this clause, an ongoing employee is excess if:
- 394.1. 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 Organ and Tissue Authority;
 - 394.2. the services or the duties of an employee cannot be effectively used because of technological, or other changes in the work methods of the Organ and Tissue Authority, or structural or similar changes in the nature, extent or organisation of functions of the Organ and Tissue Authority; or
 - 394.3. 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.
395. 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

396. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee in writing of the situation.
397. Discussions with the potentially excess employee will be held to consider:

- 397.1. appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below level; and
 - 397.2. whether voluntary redundancy might be appropriate.
398. Where the employee chooses a representative, the discussions will also include the employee's representative.
399. This discussion period will extend for at least a four week period.
400. The CEO may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary redundancy where those redundancy would permit the redeployment of employees who are potentially excess.

Declaring an employee excess to requirements

401. 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 Organ and Tissue Authority.

Voluntary redundancy

402. Where the CEO advises the employee in writing that they are excess to the requirements of the Organ and Tissue Authority, they will have four weeks to elect for voluntary redundancy.
403. Within that four week period, an employee must be given information on:
- 403.1. amount of redundancy pay, pay in lieu of notice and likely payment in lieu of leave credits;
 - 403.2. how to ascertain the amount of their accumulated superannuation contributions;
 - 403.3. options open to the employee concerning superannuation;
 - 403.4. taxation rules applying to various payments; and
 - 403.5. the availability of assistance up to a maximum amount of \$500 for financial advice.
404. Only one offer of voluntary redundancy will be made to an excess employee.
405. 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 404. Where the period is reduced, the employee will be paid:
- 405.1. for the unexpired period of the consideration period as at the date of termination;
 - 405.2. any leave benefits which may have accrued under this Agreement had the employee worked through the consideration period; and
 - 405.3. payment in lieu of the relevant period of notice provided for in clause 406.

Period of notice

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

407. 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

408. An employee who agrees to voluntarily redundancy with a redundancy benefit and whose employment is terminated under section 29 of the PS Act, 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).

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

410. 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.

411. Service for redundancy benefit purposes means:

411.1. service in an APS agency;

411.2. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;

411.3. 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;

411.4. service with the Australian Defence Forces;

411.5. APS service immediately preceding deemed resignation if the service has not previously been recognised for redundancy pay purposes; and

411.6. 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.

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

412.1. 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

412.2. 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*.

413. Any period of service which ceased by way of:

413.1. any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the Public Service Regulations);

413.2. on a ground equivalent to any of these grounds;

- 413.3. through voluntary retirement at or above the minimum retiring age applicable to the employee;
 - 413.4. 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.
414. Absences from work which do not count as service for any purpose will not count as service for redundancy benefit purposes.
415. For the purpose of calculation of entitlements under clause 408, salary will include:
- 415.1. the employee's substantive salary;
 - 415.2. 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;
 - 415.3. 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

416. Where an excess employee has not elected for voluntary redundancy, unless he/she agrees otherwise, the excess employee will not be terminated by the CEO under section 29 of the PS Act until the following retention periods have elapsed:
- 416.1. 56 weeks where the employee has 20 or more years of service or is over 45 years of age;
or
 - 416.2. 30 weeks for all other employees.
417. If an employee is entitled to a redundancy benefit under the NES, the retention period at clause 418 will be reduced by the period equivalent to the employee's entitlement under the NES.
418. The retention period will commence on the day the employee is advised in writing by the CEO that they are an excess employee.
419. The retention period will be extended by any periods of leave for personal injury or illness, where supported by satisfactory medical evidence.
420. During the retention period the CEO:
- 420.1. will continue to take reasonable steps to find suitable alternative employment for the employee;
 - 420.2. may refer the employee to a redeployment service provider; and/or
 - 420.3. may, with four weeks' notice, reduce an excess employee's classification as a means of securing alternative employment for the excess individual.
421. 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.
422. During the retention period, the employee:

- 422.1. will take reasonable steps to find alternative employment; and
 - 422.2. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
423. The excess employee may be granted assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
424. Where the CEO is satisfied that there is insufficient productive work available for the employee within the Organ and Tissue Authority 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 PS Act.
425. In such circumstances, the employee will, upon termination, be paid a lump sum comprising:
- 425.1. the balance of the retention period (as shortened for the NES under clause 419) and this payment will be taken to include the payments in lieu of notice of termination of employment; plus
 - 425.2. the employee's NES entitlement to a redundancy benefit.
426. 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 PS Act.
427. An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary redundancy, or if their election for voluntary redundancy has been refused.

Attachment A – Base salaries

Classification	Salary levels	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
Trainee	Trainee APS	\$49,613	\$51,598	\$53,559	\$55,380
Graduate	Graduate APS	\$67,009	\$69,689	\$72,337	\$74,796
Senior Public Affairs Officer 4	Senior Public Affairs Officer Grade 2.1 (SPA02)	\$158,061	\$164,383	\$170,630	\$176,431
	Senior Public Affairs Officer Grade 2.2 (SPA02)	\$164,451	\$171,029	\$177,528	\$183,564
APS1	APS 1.1	\$50,158	\$52,164	\$54,516	N/A
	APS 1.2	\$51,368	\$53,423	\$55,453	\$57,497
	APS 1.3	\$53,126	\$55,251	\$57,351	\$59,301
	APS 1.4	\$55,719	\$57,948	\$60,150	\$62,195
APS2	APS 2.1	\$57,985	\$60,304	\$62,596	\$64,724
	APS 2.2	\$59,725	\$62,114	\$64,474	\$66,666
	APS 2.3	\$61,518	\$63,979	\$66,410	\$68,668
	APS 2.4	\$63,276	\$65,807	\$68,308	\$70,630
APS3	APS 3.1	\$67,009	\$69,689	\$72,337	\$74,796
	APS 3.2	\$68,906	\$71,662	\$74,385	\$76,914
	APS 3.3	\$70,904	\$73,740	\$76,542	\$79,144
	APS 3.4	\$74,274	\$77,245	\$80,180	\$82,906
APS4	APS 4.1	\$75,918	\$78,955	\$81,955	\$84,741
	APS 4.2	\$78,008	\$81,128	\$84,211	\$87,074
	APS 4.3	\$80,216	\$83,425	\$86,595	\$89,539
APS5	APS 5.1	\$82,574	\$85,877	\$89,140	\$92,171
	APS 5.2	\$84,818	\$88,211	\$91,563	\$94,676
	APS 5.3	\$87,154	\$90,640	\$94,084	\$97,283
APS6	APS 6.1	\$91,093	\$94,737	\$98,337	\$101,680
	APS 6.2	\$95,512	\$99,332	\$103,107	\$106,613
	APS 6.3	\$100,517	\$104,538	\$108,510	\$112,199
	APS 6.4	\$102,767	\$106,878	\$110,939	\$114,711
EL1	EL1.1	\$111,942	\$116,420	\$120,844	\$124,953
	EL1.2	\$116,813	\$121,486	\$126,102	\$130,389
	EL1.3	\$122,619	\$127,524	\$132,370	\$136,871
	EL1.4	\$127,672	\$132,779	\$137,825	\$142,511
EL2	EL2.1	\$133,559	\$138,901	\$144,179	\$149,081
	EL2.2	\$145,670	\$151,497	\$157,254	\$162,601
	EL2.3	\$150,533	\$156,554	\$162,503	\$168,028
	EL2.4	\$158,125	\$164,450	\$170,699	\$176,503

Attachment B – Signatories

The Organ and Tissue Authority Enterprise Agreement 2024-2027 is made under section 172 of the *Fair Work Act 2009*.

Employer

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



Lucinda Barry
Chief Executive Officer, Organ and Tissue Authority
Level 12, 12 Moore Street, Canberra City, ACT 2601

23 January 2024

Agency Lead Negotiator



Belinda Small
Chief Operating Officer, Organ and Tissue Authority
Level 12, 12 Moore Street, Canberra City, ACT 2601

23 January 2024

Community and Public Sector Union



Melissa Payne
CPSU Assistant National Secretary
54-58 Foveaux St, Surry Hills NSW 2010

23 January 2024