

Tourism Australia Enterprise Agreement 2024-2026

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Section 1 - Technical matters

Title

1. This Agreement will be known as the Tourism Australia Enterprise Agreement 2024 – 2026.

Parties to the Agreement

2. The Agreement covers:

- a) the Managing Director, for and on behalf of the Commonwealth of Australia as the employer;
- b) all employees in Tourism Australia in Bands 1 – 4 employed in Australia under the *Tourism Australia Act 2004 (Cth)*; and
- c) subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation which was a bargaining representative for this Agreement:
- d) The Community and Public Service Sector Union (CPSU).

3. The Agreement does not cover:

- a) any employee who is employed in a Band 5, Band 6 or Band 7 position with Tourism Australia; and/or
- b) any employee who is employed outside of Australia.

Operation of the Agreement

4. This Agreement will commence operation seven days after approval by the FWC.
5. This Agreement will nominally expire on 29 October 2026.

Delegations

6. The Managing Director may delegate or authorise any person to perform any or all their powers and functions under this Agreement, including this power of delegation, and may do so subject to conditions.

NES precedence

7. 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 Tourism Australia in any respect when compared with the NES.

Closed comprehensive Agreement

8. 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.
9. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. 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.

Agreement Objectives

11. The objective of this Agreement is to support Tourism Australia's business by providing for flexible conditions of employment which enable Tourism Australia to make best use of its resources and for employees to balance their work, family and community responsibilities.

Freedom of Association

12. Tourism Australia recognises that employees are free to choose to join a union or not join a union and have their industrial interests represented by that union.

Individual flexibility arrangements

13. Tourism Australia and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and
 - (vi) leave and leave loading.
 - b) the arrangement meets the genuine needs of Tourism Australia and employee in relation to one or more of the matters mentioned in clause 13 a); and
 - c) the arrangement is genuinely agreed to by Tourism Australia and employee.
14. The agency must ensure that the terms of the individual flexibility arrangement:

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

15. Tourism Australia must ensure that the individual flexibility arrangement:

- a) is in writing;
- b) includes the name of Tourism Australia and employee;
- c) is signed by Tourism Australia and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

16. Tourism Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17. Tourism Australia or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Tourism Australia and employee agree in writing – at any time.

18. Tourism Australia and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

19. The following definitions apply to this Agreement:

Agency Head means the Managing Director of Tourism Australia or the Managing Director's Delegate.

Agreement means the Tourism Australia Enterprise Agreement 2024 - 2026.

Bandwidth means the span of hours during which an Employee can perform their Ordinary hours, duty or work.

Casual Employee (irregular and intermittent employee) means an employee engaged pursuant to section 55 of the TA Act and who is defined by the FW Act; and who:

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

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 those engaged pursuant to Section 55 of the TA Act in a Band 1 to Band 4 position inclusive and who are working in Australia.

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 Tourism Australia 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 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 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* (Cth) as amended from time to time.

FWC means Fair Work Commission.

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* (Cth) as amended from time to time and any successor legislation.

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

Non-ongoing Employee means an Employee engaged for a specified term or for the duration of a specified task in accordance with section 55 of the TA Act, consistent with the FW Act.

Ongoing Employee means an Employee engaged in accordance with section 55 of the TA 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* (Cth).

Partner means a spouse or de facto partner.

Part-time Employee means an Employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.

Primary Caregiver for the purposes of the parental leave clause means a pregnant Employee with an entitlement under the 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.

Relevant Employee means an affected Employee.

Registered Health Practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration of health practitioners (or Health Practitioners of that type).

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.

TA Act means the *Tourism Australia Act 2004* (Cth).

Transfer means the assignment of duties at or below Band level on an ongoing or temporary basis as appropriate.

Section 2: Remuneration

Salary

20. The salary rates for all classification levels are set out in Annexure A of this Agreement.

Payment of salary

21. 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.

Cadet and Trainee Rates

22. Cadet and Trainee rates of pay as a percentage of the Tourism Australia Band 1 equivalent adult rate of pay will apply as follows:
- a) Practical training at 75%; and
 - b) Full-time study at 50%.

Annual Salary Increases

23. The base salary rates in Annexure 1 include the following increases:
- a) 4.0% from 30 October 2023 to employees employed by Tourism Australia on the date of commencement of this Agreement;
 - (i) employees who are covered by clause 23 a) and who commenced employment after 30 October 2023 will have their salary increased from their date of commencement with Tourism Australia.
 - b) 3.8% from 30 October 2024; and
 - c) 3.4% from 30 October 2025.
24. The annual salary increases set out in clause 23 do not apply to employees who:
- a) commenced employment with Tourism Australia in the three months prior to the date of the annual increase; or
 - b) were assessed as “unsatisfactory” in the annual Performance Planning and Review process. Employees who are assessed as “unsatisfactory” will be entitled to full payment, backdated to the date of effect of the relevant annual wage increase if their performance is subsequently assessed as having improved. Further information is available in Tourism Australia's Performance Management Policy.
25. If an employee's salary would fall below the minimum applicable rate for their classification Band in column 2 of Appendix A as a result of the application of this clause, the employee's salary will be increased to the minimum applicable rate for the employee's classification Band.
26. Tourism Australia may award additional, performance-based salary increases to eligible staff proportionate to their assessed level of performance.

Salary advancement

27. Adjustments to salaries can be made outside of the annual salary review process. Increases in salary may be justified in one of the following circumstances:

- a) where the employee has received higher duties for a continuous period of more than 12 months. In this situation, their salary will be permanently increased to match the higher duties allowance, or the maximum of their Band, whichever is the lesser; or
- b) where an employee whose performance was rated as unsatisfactory, has demonstrated a satisfactory improvement in performance after completion of a performance preview process; or
- c) as a response to market conditions, where a case is established that salary relativities are at a significant imbalance that justifies corrective action; or
- d) in recognition of outstanding performance; or
- e) where an employee has been assigned to a new role at their existing Band or where there has been a substantial increase in accountabilities in their role, but their Band remains unchanged.

28. Any adjustments to salary in accordance with this clause are subject to the employee's overall diligence, efficiency, attendance for duty and performance being assessed as outstanding by their manager.

Salary on Reduction

29. Where an employee agrees, in writing, to temporarily perform work at a lower work value level, Tourism Australia may determine in writing that the employee shall be paid a rate of salary applicable to the lower work value level.

Salary Packaging

30. Tourism Australia will offer salary packaging to employees.

31. Where employees take up the option of salary packaging, an 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.

32. All employees may determine the form in which the total remuneration due to them under this Agreement (base salary, superannuation and any applicable benefits) is taken subject to:

- a) their package complying with the requirements of applicable superannuation legislation;
- b) a neutral after tax cost to Tourism Australia;
- c) the administrative costs and financial liabilities involved being, in the view of Tourism Australia, reasonable; and
- d) the salary packaging options are in line with Tourism Australia's policy on salary packaging.

Superannuation

33. Tourism Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.

Method for Calculating Superannuation Salary

34. Tourism Australia will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
35. Employer contributions will be made for all employees covered by this Agreement.
36. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Overpayments

37. An overpayment occurs if the Managing Director (or Tourism Australia) 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).
38. Where the Managing Director considers that an overpayment has occurred, the Managing Director will provide the employee with notice in writing. The notice will provide details of the overpayment.
39. If an employee disagrees that there has been an overpayment, including the amount of overpayment, they will advise the Managing Director 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.
40. If after considering the employee's response (if any), the Managing Director confirms that an overpayment occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
41. The Managing Director 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.
42. Tourism Australia and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
43. Interest will not be charged on overpayments.
44. Nothing in clause 37-43 prevents:
 - a) Tourism Australia from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b) Tourism Australia from pursuing recovery of the debt through other available legal avenues; and/or
 - c) the employee or Tourism Australia from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Section 3: Allowances

Higher duties

45. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive position.
46. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or as otherwise determined by the Managing Director.
47. Where an employee is found to be eligible for salary progression at their acting 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.
48. Where an employee is assigned only part of the higher duties, the Managing Director will determine the amount of allowance payable.
49. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
50. The Managing Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Overtime

51. Full-time employees who earn salaries up to, but not exceeding \$70,125 or part – time employees who earn the equivalent pro rata amount, who are directed to work overtime will receive payment at the following overtime rates:
 - a) time and one half for the first 3 hours and double time thereafter for overtime worked Monday to Saturday; and
 - b) double time for overtime worked on a Sunday or Public Holiday.
52. An employee will have the option of either receiving payment for overtime or time off in lieu.
53. The salary rate that determines eligibility for overtime set out in clause 50 will be increased by the following percentages:
 - a) 3.8%, from 30 October 2024 (\$72,790); and
 - b) 3.4%, from 30 October 2025 (\$75,265).
54. In requiring employees to work overtime, managers will have regard to the employee's personal circumstances including any family responsibilities, and Work Health and Safety implications.
55. In accordance with the FW Act, an employee may refuse to work overtime where the requirement to work overtime is unreasonable having regard to:

- a) any risk to employee health and safety;
 - b) the employee's personal circumstances including any family responsibilities; and/or
 - c) any other relevant matter as defined in the FW Act.
56. An employee may not be directed to work a pattern of ordinary hours which provides for unpaid meal breaks of more than 30 minutes, or for more than 10 elapsed hours between the starting time and the finishing time on any day.
57. An employee must be granted at least eight consecutive hours off duty plus reasonable travelling time between the completion of overtime and the commencement of the employee's next ordinary work day.
58. Employees who have not had at least eight consecutive hours off duty, plus reasonable travelling time, between the time they cease overtime and the time they are next directed to commence ordinary duty, are entitled to double ordinary time rates for the time worked until they have had eight consecutive hours off duty, plus reasonable travelling time.
59. Where an employee is directed to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be four hours at the prescribed overtime rate
60. Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum number of hours paid will continue to be four hours in total and will be paid at the higher rate of the two days. For example, if working Saturday from 10pm to Sunday 1am, the payment will be for four hours at the Sunday overtime rate.

Overtime Meal Allowance

61. Where an employee is directed to work overtime either before or after their ordinary hours of duty for the day and the employee takes an unpaid meal break, the employee will be entitled to receive an overtime meal allowance of \$35.65 in addition to any overtime payment.
62. Where an employee is directed to work overtime immediately following the end of ordinary hours of duty for the day and this overtime goes to either the completion of, or beyond a meal allowance period as defined below, the employee will be entitled to receive an overtime meal allowance of \$35.65 in addition to any overtime payment.
63. Where an employee is directed to work overtime on a Saturday, Sunday or public holiday and the period of overtime extends beyond a meal break period as defined below, the employee will be entitled to receive an overtime meal allowance of \$35.65 for an unpaid meal break in addition to any overtime payment. Overtime meal allowance will be regularly reviewed against the Australian Taxation Office Benchmark Meal Rates (www.ato.gov.au).
64. A meal break period will mean the following periods: 7.00am to 9.00am; 12 noon to 2.00pm; 6.00pm to 7.00pm; and midnight to 1.00am.
65. The rate for overtime meal allowance will be reviewed against the Australian Taxation Office Benchmark Meal Rates with any adjustment taking effect from the Agreement commencement anniversary each year..

Workplace responsibility allowances

First Aid Allowance

66. An employee who possesses a current first aid certificate (Standard A, B or C) and who is designated by the Work Health & Safety Committee to undertake first aid responsibilities within Tourism Australia will be paid an allowance of \$30.51 per fortnight, which will increase by:
- a) 3.8%, from 30 October 2024; and
 - b) 3.4%, from 30 October 2025.
67. The full allowance is payable regardless of flexible work and part-time arrangements.
68. An employer's physical availability to undertake the role will be considered by Tourism Australia when appointing and reappointing employees to these roles.
69. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Health and Safety Representative Allowance

70. An employee who has undertaken formal training and who is designated by Tourism Australia to undertake Fire Warden responsibilities within Tourism Australia will be paid an allowance of \$30.51 per fortnight, which will increase by:
- a) 3.8%, from 30 October 2024; and
 - b) 3.4%, from 30 October 2025.

Fire Warden Allowance

71. An employee who has undertaken formal training and who is designated by Tourism Australia to undertake Fire Warden responsibilities within Tourism Australia will be paid an allowance of \$30.51 per fortnight, which will increase by :
- a) 3.8%, from 30 October 2024; and
 - b) 3.4%, from 30 October 2025.

Mental Health First Aid Officer

72. An employee who has undertaken formal training and who is designated by Tourism Australia to undertake Health and Safety Representative responsibilities within Tourism Australia will be paid an allowance of \$30.51 per fortnight, which will increase by:
- a) 3.8%, from 30 October 2024; and
 - b) 3.4%, from 30 October 2025.

On-Call Allowance

73. Tourism Australia may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty. Payment will be subject to the following conditions:
- a) the on-call period is imposed by the prior written direction of Tourism Australia; or
 - b) the on-call period is subsequently approved in writing by Tourism Australia where the circumstances did not permit prior direction.
74. An employee who is required to be on call is expected to:
- a) be contactable by phone;
 - b) be close enough to an internet-connected computer or tablet to respond within 20 minutes; and
 - c) be in a proper and fit state, including not being affected by alcohol or drugs as they may be required to attend to serious safety and welfare issues or communicate with external parties such as journalists, States and Territory Organisations, emergency services, etc.
75. An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will be paid an allowance at a rate of:
- a) 15% of the employee's hourly rate of salary for each hour on-call Monday to Friday; or
 - b) 20% of the employee's hourly rate of salary for each hour on-call Saturday and Sunday and on public holidays.
76. An employee's salary for the calculation of this allowance will include higher duties allowance and any other allowances in the nature of salary.
77. The allowance will be payable for each hour or part hour the employee is on-call outside the employee's ordinary hours of duty.
78. Whilst on-call, an employee will receive a one-hour minimum payment for performing duty not at Tourism Australia's premises, and a three-hour minimum payment if recalled to Tourism Australia's premises to perform duty.
79. Employees should not be on call for more than seven days in a twenty-one-day period and should not be on call for more than one weekend in a three-week period.
80. Payment under this clause will not be made where the employee does not remain contactable or at the required degree of readiness to perform extra duty. Required readiness would include ability to, if required, attend duty in a timely manner and be in a proper and fit state to fully undertake duties required.

Emergency Duty Allowance

81. If an employee is called into work to meet an emergency outside the normal standard daily hours of duty and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be entitled to be paid for the period of work and any time spent in travelling for a minimum period of three hours.

Travel Allowance

82. Tourism Australia will meet the costs of air travel, travel by public transport, hire car, or private vehicle, as appropriate and approved by Tourism Australia, where travel is undertaken for business purposes.
83. Tourism Australia will also cover the reasonable associated costs of meals, incidentals and accommodation where travel is undertaken for business purposes.
84. The cost of meals must be commensurate with the Australian Taxation Office's Benchmark Meal Rates (www.ato.gov.au).
85. Further information can be found in the Tourism Australia Travel Policy.

Motor Vehicle Allowance

86. Where it is clearly demonstrated that the use of a private motor vehicle by an employee will result in greater efficiency and will involve less expense, Tourism Australia may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for approved business travel. Before the use of a private motor vehicle is approved, employees may be required to provide documentary evidence that the use of the private motor vehicle will involve less expense and will result in greater efficiency.
87. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate specified by the Australian Taxation Office.

Skill Allowance

88. For those employees who possess skills or knowledge that is essential in order to carry out a specific role, the Managing Director may approve payment of an allowance of no more than 10% of the maximum of the relevant Band to bring the roles compensation in line with market.

School Holiday Care

89. Employees who request leave but are required for work during school holiday periods will be entitled to a school holiday care allowance.
90. School holiday care allowance covers the costs of approved childcare while the parent is at work at Tourism Australia. Where more than one parent works for Tourism Australia, they must both be at work at Tourism Australia on a day that a claim is made and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250.00 per week per child.
91. An employee who is on Personal Leave due to personal injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.
92. School holiday care is care provided by a service which is approved by the Department of Social Services Commonwealth to receive Child Care Benefit payments.
93. The employee must provide evidence of expenses incurred at the time of claiming the allowance.

Professional Associations

94. All employees in Bands 1 to 3 roles covered by this Agreement are eligible to be reimbursed for one professional membership per year that is relevant to their work. Employees in Band 4 are eligible to be reimbursed for two professional memberships per year relevant to their work.
95. An essential condition of reimbursement requires that employees present, no less than annually, to their peers on relevant and contemporary issues raised by the professional association.
96. Eligible employees shall be entitled to the reimbursement on a calendar basis.

Reimbursement of Business Expenses

97. Tourism Australia offers prompt reimbursement to employees for all reasonable expenses incurred by an employee in connection with Tourism Australia business where those expenses are supported by appropriate receipts.
98. Further information about expense reimbursements can be found in Tourism Australia's Travel Policy and Tourism Australia's Hospitality, Entertainment and Catering Policy.

Reimbursement of Relocation Allowances

99. Where an employee takes up a role at the request of Tourism Australia which requires them to relocate their place of residence in Australia, Tourism Australia will pay the employee a relocation allowance. Further information is available from the relevant policy.
100. The amount of such an allowance will be advised to an employee as part of the terms of any relocation offer and may be subject to discussion with the employee.
101. Acceptance of an offer of relocation will also constitute acceptance of all the terms of that offer, including the amount of the relocation allowance.
102. Where an employee is paid a relocation allowance and is subsequently made redundant within 12 months of relocation, Tourism Australia may, entirely at its discretion, also pay a relocation allowance to assist with repatriation to the employee's home location.
103. In order to be entitled to a relocation allowance, transferring employees / new employees will be required to sign an undertaking, recognising that they will be required to repay all, or part of any relocation expenses paid to them, or on their behalf, if they voluntarily leave Tourism Australia within 12 months from the date of transfer or appointment, in accordance with the following scale:
 - a) 100% in the event of a voluntary resignation prior to the completion of 3 months;
 - b) 85% in the event of a voluntary resignation following completion of 3 months and prior to completion of 6 months;
 - c) 70% in the event of a voluntary resignation following completion of 6 months and prior to completion of 9 months;
 - d) 50% in the event of a voluntary resignation following completion of 9 months and prior to completion of 11 months;

- e) 25% in the event of a voluntary resignation following completion of 11 months and prior to completion of 12 months.

Tourism Australia may, entirely at its discretion, waive the repayment depending on circumstances.

Section 4: Classifications and Broadbands

Job Banding

- 104. Tourism Australia maintains a seven – level classification structure consisting of Bands 1 to 7 inclusive.
- 105. Information on how roles are allocated to particular classification bands is available from the People & Culture Department.

Probation

- 106. Tourism Australia will engage employees on up to six months' probation. The probationary term will be:
 - a) Bands 1 and 2: 3 months' probation; and
 - b) Band 3 and 4: 6 months' probation.

Section 5: Working hours and arrangements.

Employment types

Job security

Commitment to ongoing employment and rebuilding Tourism Australia's capacity

- 107. Tourism Australia is a career-based organisation. In its engagement decisions, Tourism Australia recognises that the usual basis for engagement is an ongoing Tourism Australia employee.
 - a) Employees may be engaged on an ongoing basis or for a fixed term or specified task.
 - b) Tourism Australia will not engage employees for a fixed term or specific task as a substitute for probation, or to avoid merit based selection processes which are required
 - c) Tourism Australia will review appointments on a fixed term or specified task basis at twelve monthly intervals after engagement to establish whether an ongoing position exists
 - d) Employees who are engaged for a fixed term or specified task may have their employment terminated at the expiry of that term or task, provided that they are provided with the period of notice required under this Agreement.

Reporting

108. Tourism Australia will report to Tourism Australia's 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 Tourism Australia.

Pathways to permanency

109. Tourism Australia will comply with the casual conversion provision of the FW Act. In addition, Tourism Australia 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

110. A casual (irregular and intermittent) employee is defined in the definitions section.

111. A decision to expand the use of casual employees is subject to clause 364 a) of this Agreement.

112. Tourism Australia will regularly review the working arrangements of casuals 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.

113. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25% loading on the base hourly rate of their classification as set out in this Agreement.

114. 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.

115. A casual employee shall 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.

116. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Non-ongoing employment

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

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

- a) personal/carer's leave accrual at clause 192;
- b) redundancy provisions at Section 11, subject to clause 119; and

119. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 11 will apply.

120. If the redundancy provisions apply to an employee under clause 119, the agency must adhere to the consultation requirements at Section 10.

Working hours

121. The ordinary hours of duty for full-time employees are 150 hours per 4-week period which are worked within the normal span of hours of 7am to 7pm, Monday to Friday. However, it is recognised that some positions may require normal work within the 150 hours per 4-week period outside of this span, and this must be taken into account when determining the normal working hours for each position.

122. The Standard Working Day comprises the hours 9:00am to 12:30pm and 1:30pm to 5:30pm.

123. For part-time employees, the daily standard hours are the hours agreed in the relevant part-time work Agreement or letter of appointment.

124. Employees should not work for more than five hours without a meal break of at least 30 minutes.

125. An employee's ordinary hours of duty will not be more than 10 hours in a day.

Part-Time Employment

126. A part-time employee is one whose regular hours of work are less than 150 hours over a four-week period.

127. Tourism Australia recognises that part-time employment may enhance workforce flexibility and may assist employees to balance work and family responsibilities. Either the employee or Tourism Australia can initiate proposals for part-time work. On ending maternity or parental leave, employees have the return-to-work guarantee that is provided by the FW Act. An employee will only move to part-time employment by Agreement between the parties. Requests for regular part-time work will be agreed subject to operational requirements or the provisions of the FW Act and can only be refused on reasonable business grounds.

128. Remuneration and other benefits (except long service leave which is provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth), as amended) for part-time employees will be calculated on a pro-rata basis, apart from those allowances and expenses of a reimbursement nature, where part-time employees will receive the same amounts as full-time employees.

129. Part-time employees will accrue Annual and Personal Leave on a pro-rata basis. A part-time employee may, by Agreement with their manager, vary their regular hours of work. Similarly, part-time working arrangements may, for other than designated part time jobs, be terminated by Agreement.

Time Off in Lieu

130. Where employees in Bands 1, 2 or 3 roles, who are not eligible for payment for overtime, are directed to work additional hours beyond the ordinary hours of duty, they will be compensated through the accrual of time off in lieu of hours worked (**TOIL**).

131. TOIL cannot be claimed in the following situations:

- a) voluntary attendance at industry functions;
 - b) attendance at work-related dinners or functions;
 - c) travelling time where an individual travels on business, except where that travel happens on a weekend or public holiday; and
 - d) accompanying as a guest, travel agent, airline, tour operator and media groups.
132. Tourism Australia is committed to managing TOIL in a fair manner, having regard to the following principles:
- a) recognition by both managers and employees that Tourism Australia is an integral part of the tourism, travel and hospitality industry and, as such, work may involve afterhours commitments; and
 - b) a commitment from managers to not unreasonably refuse TOIL and to plan and enable an appropriate TOIL outcome to be determined with employees.
133. TOIL accrues on an hour for hour basis, save that work on a public holiday will accrue TOIL at double time.
134. TOIL will be taken at a time, or times, agreed between the manager and the employee.
135. TOIL must be used within 3 months of accrual (the **Settlement Period**). Any TOIL not utilised in the Settlement Period may not be cashed out and will expire if unused, subject to clauses 136 and 137 below.
136. Employees cannot accumulate more than 75 hours TOIL at any point in time. Where an employee has accrued the maximum amount of TOIL and:
- a) an application to take TOIL is denied; and
 - b) the denial would result in the eligible staff member exceeding the maximum TOIL accrual at the end of the relevant Settlement Period
- the employee will not lose any TOIL owing and will be able to take the excess TOIL in the next Settlement Period.
137. Where an eligible staff member's TOIL accrual exceeds 75 hours and there is no prospect of TOIL being taken in the next Settlement Period, then the employee may request 8 hours be banked in a Christmas bank. This will only occur with the approval of the Manager/Executive General Manager. Once the Christmas bank reaches a total of 16 hours no further banking will occur. The 16 hours banked will be used to provide 2 days leave between the 25th and 31st of December.

Attendance and Absence

138. All Tourism Australia employees are responsible for the accurate recording of their attendance for duty each day by a method approved by Tourism Australia.
139. Employees who are unable to attend for duty on a particular day should notify their manager by 10am, where reasonably practicable.
140. All absences and leave applications must be recorded. Further information is available in the applicable Tourism Australia policies.

Unauthorised Absence

141. Where an employee is absent from duty without approval, all pay and other benefits provided for under this Agreement will cease to be available until the employee resumes duty or is granted leave.

Performance of Outside Work

142. Outside employment is prohibited without the prior written permission of Tourism Australia.

143. Employees may not accept additional payment from a person or organisation other than Tourism Australia for activities which would be regarded as part of their normal duties for Tourism Australia.

144. In considering applications for permission to engage in outside employment, Tourism Australia will look to strike a proper balance between its interests as an employer and the rights of employees to lead their private lives free from unnecessary restrictions.

145. Further information is available in Tourism Australia's Code of Conduct Policy.

Flexible working arrangements

146. Tourism Australia, employees and their union recognise:

- a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- b) access to flexible work can support strategies to improve diversity in employment and leadership in Tourism Australia;
- c) access to flexible work supports Tourism Australia's capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- d) that flexibility applies to all roles in Tourism Australia, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

147. Tourism Australia is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Tourism Australia at all levels. This may include developing and implementing strategies through Tourism Australia's consultative committee.

148. 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

149. The following provisions do not diminish an employee's entitlement under the NES.

150. An employee may make a request for a formal flexible working arrangement.

151. The request must:

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

152. The Managing Director must provide a written response to a request within 21 days of receiving the request.

153. The response must:

- a) state that the Managing Director approves the request and provide the relevant detail in clause 154; or
- b) if following discussion between Tourism Australia 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
- c) state that the Managing Director refuses the request and include the following matters:
 - (i) details of the reasons for the refusal; and
 - (ii) set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - (iii) either:
 - (1) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - (2) state that there are no such changes; and
 - (3) 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 section 65B and 65C of the FW Act .

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

- a) any security and work health and safety requirements;
- b) a review date (subject to clause 158); and

- c) the cost of establishment (if any).

155. The Managing Director may refuse to approve the request only if:

- a) Tourism Australia has discussed the request with the employee; and
- b) Tourism Australia has genuinely tried to reach an Agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- c) Tourism Australia and the employee have not reached such an Agreement; and
- d) Tourism Australia has had regard to the consequences of the refusal for the employee; and
- e) the refusal is on reasonable business grounds.

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

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

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

158. Approved flexible working arrangements may be reviewed by Tourism Australia and the employee after 3 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

159. An employee may request to vary an approved flexible working arrangement in accordance with clause 151. An employee may request to pause or terminate an approved flexible working arrangement.

160. The Managing Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 162.

161. Tourism Australia 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.

162. Prior to varying, pausing or terminating the arrangement under clause 160, Tourism Australia must have:

- a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- b) genuinely tried to reach an Agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- c) had regard to the consequences of the variation, pause or termination for the employee;
- d) ensured the variation, pause or termination is on reasonable business grounds; and
- e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 153 c).

Working from home

163. Tourism Australia will consider each request on its merits.

164. Tourism Australia may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.

165. An employee working at home is covered by the same employment conditions as an employee working at an office site under this Agreement.

166. Tourism Australia will provide employees with guidance on working from home safely.

167. Employees will not be required by Tourism Australia 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, Tourism Australia will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

168. 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.

169. Employees should, where practicable, make the request in writing and provide as much notice as possible.

170. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 149 to 158.

171. Tourism Australia 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.

172. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Tourism Australia should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

173. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Managing Director, hours worked on this basis will be treated as regular working hours and will not attract overtime payments.

Public holidays

174. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- a) 1 January (New Year's Day);
- b) 26 January (Australia Day);
- c) Good Friday and the following Monday;
- d) 25 April (Anzac Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- f) 25 December (Christmas Day);
- g) 26 December (Boxing Day); and
- h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

175. 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.

176. Tourism Australia shall observe an additional day of paid leave on the first business day after Boxing Day. The Additional Day will be treated as a public holiday for all other purposes in this Agreement.

177. The Managing Director 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.

178. The Managing Director 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, NIADOC leave or cultural leave.

179. 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.

180. 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.)
181. 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 174 a) to 174 h).
182. 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 Managing Director 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 TOIL in recognition of their planned day off.

Section 6: Leave

Annual leave

183. Annual Leave will accrue progressively throughout the year at a rate of 4 weeks per year of service for a full-time employee. Annual leave for part-time employees is accrued on a pro rata basis.
184. The time of taking annual leave is subject to the approval of the employee's manager, which approval will not be unreasonably withheld.
185. Where an employee has an accrued annual leave credit in excess of 30 days, Tourism Australia may direct the employee to reduce the outstanding balance to 30 days or less within 4 months. A leave plan is to be developed in conjunction with the employee in this regard.
186. Employees may accrue leave in excess of 30 days in exceptional circumstances such as, but not limited to a major holiday or planning for a birth of a child. Approval will be contingent on Tourism Australia and the employee agreeing on arrangements for the employee to reduce their leave balance within an agreed timeframe.
187. Employees may request, and Tourism Australia may in its discretion, agree to payment of annual leave at half pay. This will be for a maximum of 20 days absence. 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. Where leave is taken at half pay, only half of the total weeks of the leave period will count as service. In approving such requests, Tourism Australia will consider the operational needs and service requirements of the agency, and the personal commitments of employees.
188. Unused Annual Leave will be paid out on termination of employment for any reason, using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of Annual Leave.

189. If a full-time employee, in the 12-month period up to the anniversary of their commencement (not by cashing out accrued leave) has taken a minimum of 20 days Annual Leave during that period, the employee will be given an additional 3 days Annual Leave bonus which is to be used within the three months of their anniversary date. The 3-day Annual Leave bonus will not accrue, may not be cashed out and will expire if unused.
190. Full-time employees who have an accrued Annual leave balance in excess of 20 days may cash out part of their leave providing that:
- a) the employee maintains a minimum balance of 20 days annual leave;
 - b) each cashing out of a particular amount of paid annual leave must be by a separate Agreement in writing between Tourism Australia and the employee; and
 - c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Purchased leave

191. Employees may apply to purchase additional annual leave above 20 days per annum. If this is agreed, then the employee's salary will be reduced in equal instalments over the course of a 12-month period, taking into account the reduced leave and the reduction in accrued leave for the period over which the employee will be on purchased leave. Annual leave can only be purchased in 5-day blocks and may only be applied for once each calendar year.

Personal/carer's leave

192. Full-time employees accrue 18 days personal/carer's leave at full pay on initial commencement and on each anniversary with Tourism Australia.
193. Part-time employees are entitled to personal/carer's leave in accordance with the NES. In addition, part-time employees are entitled to accrue up to an additional 8 days leave on a pro rata basis.
194. Paid personal/carer's leave shall be available to employees when they are absent for the following reasons:
- a) Personal illness or injury. The use of personal/carer's leave for illness must be supported by a Medical Certificate or satisfactory documentary evidence if it exceeds 3 consecutive working days, or 8 occasions in a year; or
 - b) Caring for a member of their immediate family or household who requires the care and support of the employee due to illness, injury or an unexpected emergency affecting the family or household member. The use of personal/carer's leave due to caring responsibilities must be supported by a Medical Certificate or satisfactory documentary evidence if it exceeds 3 consecutive working days, or 8 occasions in a year; or
 - c) Subject to subsection d), attendance at funerals if Compassionate Leave is not applicable or the employee has already utilised their available Compassionate Leave for

the relevant permissible occasion. The use of personal/carer's leave due to attendance at funerals must be supported by satisfactory documentary evidence; or

- d) Personal Leave taken for the purposes of subsections c):
 - (i) will not exceed a combined maximum of 8 days in any calendar year; and
 - (ii) must not be used if it would be detrimental to an employee in any respect, when compared to the National Employment Standards under the FW Act.

195. Unused personal/carer's leave from previous years will accumulate but cannot be converted to salary or cashed out upon cessation or termination of employment.

196. personal/carer's leave at half pay may be accessed for absences due to personal illness or injury of ten days or more duration.

197. Where personal/carers leave is taken at half-pay, credits will be deducted from the employee's personal/carers leave balance on the basis that two days of personal/carers leave at half-pay is equivalent to one day of personal/carers leave at full pay.

198. Where it is not reasonably practicable for an employee to provide a Medical Certificate from a Registered Health Practitioner, a statutory declaration must be made by the employee. The statutory declaration must include:

- a) A statement to the effect that the employee has, is, or will be unfit or unavailable for work during the period because of a personal illness or injury or caring responsibility; and
- b) A statement outlining the reason/s why it was impracticable for the employee to obtain a Medical Certificate from a Registered Health Practitioner.

199. Where an employee takes lengthy or regular periods of personal/carer's leave for the purpose of personal illness, Tourism Australia may direct an employee to be assessed by a suitably qualified and independent medical practitioner.

200. An employee will not be entitled to personal/carer's leave while on paid maternity, paternity or adoption leave.

Portability of leave

201. Where an employee joins Tourism Australia on or after the date on which this Agreement commences from an employer staffed under the *Public Service Act 1999* or the *Parliamentary Service Act 1999*, Tourism Australia will recognise any Annual Leave and Personal/Carer's Leave (however described) that were not paid out on termination, provided there is no break in continuity of service. An employee is entitled to use those credits in accordance with this Agreement.

202. A full time employee may take up to 3 days non-cumulative leave per year for:

- a) Personal emergencies for which Personal Leave is not available;
- b) Moving house; or

- c) Attending lectures or study requirements for courses previously approved under the Study Assistance policy.

203. A year for the purpose of this clause commences from the anniversary of the employee's engagement.

204. On termination of employment, this additional leave entitlement will not be paid out.

Leave without pay

205. Employees may be granted Leave without Pay in the following circumstances:

- a) engagement in work or employment in the interests of the public, defence or public safety for a maximum period of 2 years; or
- b) caring responsibilities for immediate family members up to a maximum of 12 months; or
- c) undertaking a course of study or development that is relevant to the activities of Tourism Australia. Applications for this reason will only be approved to a maximum of 12 months at a time; or
- d) to supplement a period of approved Annual Leave to a maximum of 10 days.

206. Leave without pay may be approved at Tourism Australia's discretion.

207. Employees must access their paid leave before commencing a period of Leave without Pay.

208. Leave without Pay applications to seek or trial other forms of employment will not be considered unless the applicant has been identified as a potentially surplus or excess employee.

209. Leave without pay will not count as service unless it is approved to do so by the Agency Head or as required for purposes prescribed by legislation.

Re-crediting of leave

210. When an employee is on:

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

becomes eligible for, under legislation or this Agreement:

- h) personal/carer's leave; or
- i) compassionate or bereavement leave; or

- j) jury duty; or
- k) emergency services leave; or
- l) leave to attend to family and domestic violence circumstances; or
- m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

211. 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.

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

Cancellation of Leave or Recall to Duty from Leave

213. An employee will only be recalled from leave in exceptional circumstances such as a declared crisis or at the direct instruction of Tourism Australia.

214. If an employee is recalled to duty (either at Tourism Australia's head office, the nearest branch office or remotely) from leave from a locality other than their normal place of residence, or leave was cancelled prior to commencing leave, the employee will be entitled to the following reimbursement:

- a) the cost of any travel expenses for the employee in excess of the cost which the employee would have paid to return to their normal place of residence had they not been recalled to duty;
- b) the cost of any non-refundable accommodation and travel deposits and advance fares paid or purchased in respect of the employee and their dependants;
- c) reimbursement of the leave period foregone;
- d) non-refundable rent paid for accommodation not utilised; and
- e) other reasonable expenses as determined by Tourism Australia.

215. If an employee is recalled to duty from leave from their normal place of residence the employee will be entitled to unexpected child care costs.

216. In this clause "leave" means Annual Leave, Long Service Leave, or other approved leave.

217. The employee must provide evidence of expenses incurred at the time of claiming reimbursement.

Long service leave

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

219. 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 210 of this Agreement.

Study Assistance

220. Tourism Australia may provide study assistance for employees undertaking course work that will enhance an employee's ability to do their job. Further information about study assistance is available in Tourism Australia's Study Assistance Policy.
221. Employees will be required to repay all or part of any study assistance paid to them, or on their behalf, if they resign their employment with Tourism Australia within 12 months from the date of completion of course work, in accordance with the following scale:
- a) 100% in the event of a voluntary resignation prior to completion of 3 months;
 - b) 85% in the event of a voluntary resignation following completion of 3 months and prior to completion of 6 months;
 - c) 70% in the event of a voluntary resignation following completion of 6 months and prior to completion of 9 months;
 - d) 50% in the event of a voluntary resignation following completion of 9 months and prior to completion of 11 months;
 - e) 25% in the event of a voluntary resignation following completion of 11 months and prior to completion of 12 months.

Tourism Australia may, entirely at its discretion waive the repayment depending on circumstances.

Miscellaneous leave

222. Miscellaneous Leave may be granted by Tourism Australia having regard to the operational needs of Tourism Australia and the workplace.
223. The intention of Miscellaneous Leave is to provide flexibility to managers and employees by providing that leave may be made available with or without pay, for a variety of purposes not catered for under alternative leave provisions.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

224. First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.
225. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

226. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
227. The Managing Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

228. First Nations ceremonial Leave can be taken as part days.

229. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

230. The Managing Director may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

231. The Managing Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

232. Cultural leave can be taken as part days.

233. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 226.

Parental leave

234. 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.

235. 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.

236. 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.

237. 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

238. An employee is entitled to parental leave with pay as per clauses 240 and 241 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.

239. Employees newly engaged or who have moved to Tourism Australia from another APS agency are eligible for the paid parental leave in clauses 240 and 241 where such paid leave had not already been provided by another APS 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 or APS employer is less than the limits specified in clauses 240 and 241, the balance is available to the employee.

240. 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 1 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
No ML Act eligibility or coverage	18 weeks

241. 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 28 October 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 29 October 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

242. **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.

243. **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.

244. **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

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

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

246. 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

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

248. A stillborn child is a child:

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

Pregnancy loss leave

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

250. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

251. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose 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

252. 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 251 until after the legislated paid maternity leave is used.

Compassionate leave

253. Employees will be eligible for 3 days paid compassionate leave and an additional 2 days unpaid compassionate leave, on each occasion when:
- a) a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - b) the employee or their spouse/partner has a miscarriage.
254. An employee may be asked to provide evidence to support their absences on compassionate leave.
255. Compassionate leave for an occasion may be taken as 5 consecutive days of combined paid and unpaid leave or in separate periods totalling 5 days of paid and unpaid leave.
256. For casual employees, compassionate leave is unpaid.

Bereavement leave

257. Employees will be eligible for 3 days paid bereavement leave and an additional 2 day's unpaid compassionate leave, on each occasion when:
- a) a member of their family, household or someone they had a close personal relationship with dies; or
 - b) a child is stillborn, where the child was a member of their family or household.
258. An employee may be asked to provide evidence to support their absences on bereavement leave.
259. Bereavement leave for an occasion may be taken as 5 consecutive days of combined paid and unpaid leave or in separate periods totalling 5 days of paid and unpaid leave.
260. For casual employees, bereavement leave is unpaid.

Career break leave

261. A permanent employee may elect to purchase one year's paid leave with salary payments over the preceding 4 years (and the year of paid leave) averaged at a rate of 80% per year.
262. Applications for Career Break Leave will be considered having regard to the operational requirements of Tourism Australia.
263. Once a period of Career Break Leave has been approved, it will not be rescinded by Tourism Australia unless exceptional circumstances arise.
264. Career Break Leave counts as service for all purposes. The employee's salary for superannuation purposes will be their salary as if they had not purchased leave.

265. Changes in an employee's salary or hours of work after entering into a Career Break Leave arrangement will be reflected in the amount of paid leave available or the amount deducted from their salary.
266. The Career Break Leave period will be 12 months and employees are expected to stay on the arrangement for the whole period.
267. Salary for any unused Career Break Leave purchased will be refunded:
- a) at the end of the leave period; or
 - b) if an employee's employment is terminated for any reason prior to the Career Break Leave period.
268. Employees on the Career Break Leave arrangement who have accessed, but not fully paid for, their leave when they cease employment with Tourism Australia, will be treated as having been "overpaid" on leaving Tourism Australia, and any monies owing will be deducted from their final monies, in accordance with the FW Act.

Emergency response leave

269. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- a) the time engaged in the activity;
 - b) reasonable travelling time; and
 - c) reasonable recovery time.
270. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The Managing Director may provide additional emergency response leave with pay.
271. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
272. Paid leave may be refused where the employee's role is essential to Tourism Australia's response to the emergency.
273. 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.
274. The Managing Director may approve reasonable paid or unpaid leave for ceremonial duties and training.
275. Emergency response leave, with or without pay, will count as service.

Serious Illness Leave

276. Tourism Australia recognises employees may suffer a non-compensable serious illness or injury whilst employed within Tourism Australia and may not be able to continue with their standard work hours or may require extended periods of absence.

277. Employees with a minimum of 30 personal/carer's leave days accrued may donate a maximum of (2) two days' personal leave in any calendar year to the Register.
278. Paid leave accessed from the Register is not an entitlement under the NES. Rather, such paid leave is granted upon approval pursuant to clause 253.
279. Permanent employees who have passed probationary requirements and who have a non-compensable serious illness or injury, supported by appropriate medical certification, and who have exhausted their paid leave credits under this Agreement, may apply to access the Register leave credits.
280. Eligible employees may access up to 60 days' worth of Register leave credits from the Register while they have no paid leave credits. However, further applications to the Register will be considered on a case-by-case basis. This will be on a pro rata basis for part time employees. Paid leave credits include personal leave.
281. If an employee accrues leave credits during a period when they are accessing leave from the Register, then the new leave accrual will be used from the date of accrual.
282. Leave access from the Register will not attract any payment of allowances paid under this Agreement, and allowances will cease to be paid during the applicable period of absence. Where possible, staff who have income protection or the ability to access financial support via superannuation schemes must utilise this option in the first instance.
283. Access to the Register will only be provided in instances of non-compensable serious illness or injury, including mental illness or injury, not arising out of, or in the course of, or contributed to by, the employee's employment by the Commonwealth, that requires an employee to be absent from work.
284. A serious illness or injury may include, but is not limited to, such conditions as:
- a) stroke
 - b) cancer
 - c) heart attack
 - d) severe injury from an accident or other event
 - e) recovery from major surgery
 - f) final stages of a terminal illness.
285. Approval is granted at the sole discretion of the General Manager: People & Culture Department, in consultation with relevant management.
286. Employees who donate to the Register have no personal discretion over who is granted access to the Register under this policy or how their personal/carer's leave credits are allocated.

Jury duty

287. 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.

288. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
289. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
290. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
291. 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 Tourism Australia for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

292. The Managing Director will give an employee leave with or without pay to undertake:
- a) Australian Defence Force (ADF) Reserve continuous full-time service (CFTS); and
 - b) Australian Defence Force Cadet obligations.
293. An employee who is a Defence Reservist can take leave with pay for:
- a) up to 4 weeks (20 days) in each financial year (pro rata for part time employees); and
 - b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part time employees) .
294. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
295. An employee who is an officer or instructor in the Australian Defence Force Cadets can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
- a) Australian Navy Cadets;
 - b) Australian Army Cadets; and
 - c) Australian Air Force Cadets.
296. In addition to the entitlement at clause 293, 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.
297. Paid defence reservist leave counts for service.
298. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
299. Unpaid leave taken over 6 months counts as service, except for annual leave.
300. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

301. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a) war-like service; or
 - b) non-war like service.
302. An eligible employee can get 2 types of credits:
- a) an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part time employees) will apply as of the later below option:
 - (i) they start employment with Tourism Australia; or
 - (ii) DVA certifies the condition.
 - b) an annual credit of 3 weeks (15 days) defence service sick leave (pro rata for part time employees).
303. 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.
304. Unused annual credits can be built up to 9 weeks.
305. An employee cannot use annual credits until the initial credit is exhausted.
306. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

307. 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.
308. An employee who is not covered under clause 307, 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 Tourism Australia.
309. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Managing Director 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, or time off in lieu.
310. The Managing Director 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

311. 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.
312. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

313. Tourism Australia will offer annual influenza vaccinations at no cost to all employees.
314. Where Tourism Australia requires an employee performing in a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Healthy Lifestyle

315. Tourism Australia will develop a Health and Wellbeing program arranging for appropriately qualified health experts to present information or other sessions to employees on a range of health issues.
316. Tourism Australia will reimburse employees up to \$265 per annum, upon provision of substantiating receipts or tax invoices, if they:
- a) undertake an approved health program such as quit smoking, stress management etc.; and/or
 - b) join, or renew their membership in a health/fitness or sporting club; and/or
 - c) purchase appropriate sporting equipment.
317. All claims for reimbursement will be assessed and determined by Tourism Australia in its absolute discretion.

Employee Assistance Program

318. Employees, their spouses or 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 Tourism Australia and will be accessible on paid time.

Bullying and Harassment

319. Tourism Australia is committed to a workplace where all employees demonstrate respect for one another. Tourism Australia believes all employees have a responsibility to ensure we have such a workplace. Bullying or harassing behaviour, as defined by Tourism Australia policy, will not be tolerated. Further information is available in the relevant Tourism Australia policy and procedures which are in force and reviewed on a regular basis.

Respect at work

Principles

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

322. The agency will consult with employees and their unions and/or other representatives 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

323. Tourism Australia will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
324. Tourism Australia recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
325. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
326. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a) illness or injury affecting the employee resulting from family and domestic violence;
 - b) providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c) providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d) making arrangements for the employee's safety, or the safety of a close relative;
 - e) accessing alternative accommodation;
 - f) accessing police services;
 - g) attending court hearings;
 - h) attending counselling; and

- i) attending appointments with medical, financial or legal professionals.
327. 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.
328. 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.
329. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
330. 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.
331. 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.
332. Evidence may be requested to support Tourism Australia 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 Tourism Australia will require, unless the employee chooses to provide another form of evidence.
333. 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.
334. Tourism Australia will take all reasonable measures to treat information relating to family and domestic violence confidentially. Tourism Australia will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Tourism Australia may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
335. Where Tourism Australia needs to disclose confidential information for purposes identified in clause 334, where it is possible Tourism Australia will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
336. Tourism Australia 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.
337. 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.
338. Tourism Australia 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.
339. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in Tourism Australia

340. Tourism Australia understands that procedural fairness is essential in building and maintaining trust with employees, and that it requires fair and impartial processes for employees affected by Tourism Australia decisions.
341. 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 Tourism Australia's Code of Conduct Policy.
342. Employees can, during their ordinary work hours, take time to:
- a) access an ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - b) attend Tourism Australia mandated training about integrity.

First Nations cultural competency training

343. The Managing Director will take reasonable steps to ensure all substantive, ongoing Band 4 employees employed at the commencement of this Agreement or any new substantive, ongoing Band 4 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.
344. Any new substantive, ongoing Band 4 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

345. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
346. Tourism Australia will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 347. In considering whether a space is appropriate, an agency should consider whether:
- a) there is access to refrigeration;
 - b) the space is lockable; and
 - c) there are facilities needed for expressing such as appropriate seating.
347. Where it is not practicable for Tourism Australia to have a designated space, a flexible approach will be taken so that the employee can access the support required.
348. Tourism Australia will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

349. 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.
350. Further information is available in policy.

Disaster support

351. 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 Managing Director will consider flexible working arrangements to assist the employee to perform their work.
352. Where flexible working arrangements are not appropriate, the Managing Director 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.
353. In considering what period of leave is appropriate, the Managing Director will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

Section 8: Performance and Development

Performance management

354. Tourism Australia's Performance Planning and Review (PPR) system applies to all employees and provides for:
- a) work goals and objectives to be set in consultation with employees and regularly reviewed;
 - b) training needs to be identified and development plans established; and
 - c) employees to be rewarded on the basis of their performance.
355. Further information is available in the Tourism Australia Performance Management Policy.

Workloads

356. Tourism Australia 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.
357. When determining workloads for an employee or group of employees, Tourism Australia will consider the need for employees to strike a balance between their work and personal life.
358. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Tourism Australia 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.

Employee Mobility

359. Tourism Australia may direct employees to work in another area on a temporary or permanent basis in accordance with the following principles:
- a) affected employees will be consulted about a proposed move to another work area in accordance with Section 10, however it is accepted that Tourism Australia can move an employee to another work area;
 - b) a permanent employee working as a member of a project team will, at the conclusion of the team's task, either return to their former work area or move to another work area and will not suffer disadvantage in job security relative to other employees of Tourism Australia as a result of the conclusion of the task;
 - c) where opportunities arise for employees to move jobs, managers will generally support such moves subject to operational requirements;
 - d) where an employee moves to another work area, necessary training and development (generally on-the-job) will be provided; and
 - e) where an employee moves to another work area, unless agreed otherwise, such a move will be at their existing grade and salary level.

Section 9: Travel

Relocation assistance

360. Where an existing employee is required to relocate at the request of Tourism Australia (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.
361. Where an employee is required to relocate on engagement with Tourism Australia, the employee will be provided with financial relocation assistance.
362. Reasonable expenses associated with the relocation include:
- a) the cost of transport of the employee, dependants and partner by the most economical means.
 - b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

- d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the Australian Government Industry Award 2016.

363. Additional relocation assistance may be considered by Managing Director discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

364. This term applies if Tourism Australia:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

365. For a major change referred to in paragraph 364 a):

- a) Tourism Australia must notify the relevant employees of the decision to introduce the major change; and
- b) Clauses 366 to 372 apply.

366. The relevant employees may appoint a representative for the purposes of the procedures in this term.

367. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise Tourism Australia of the identity of the representative;

Tourism Australia must recognise the representative.

368. As soon as practicable after making its decision, Tourism Australia must:

- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Tourism Australia is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion, provide in writing, to the relevant employees:

- (i) All relevant information about the change including the nature of the change proposed; and
- (ii) Information about the expected effects of the change on the employees; and
- (iii) Any other matters likely to affect the employees.

369. However, Tourism Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.

370. Tourism Australia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

371. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Tourism Australia, the requirements set out in subclauses 365 a), 366, and 368 are taken not to apply.

372. In this term, a major change is likely to have a significant effect on employees if it results in:

- a) The termination of the employment of employees; or
- b) Major change to the composition, operation or size of Tourism Australia's workforce or to the skills required of employees; or
- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) The alteration of hours of work; or
- e) The need to retrain employees; or
- f) The need to relocate employees to another workplace; or
- g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

373. For a change referred to in paragraph 364 b):

- a) Tourism Australia must notify the relevant employees of the proposed change; and
- b) subclauses 374 to 378 apply.

374. The relevant employees may appoint a representative for the purposes of the procedures in this term.

375. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise Tourism Australia of the identity of the representative; Tourism Australia must recognise the representative.

376. As soon as practicable after proposing to introduce the change, Tourism Australia must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:

- (i) all relevant information about the change, including the nature of the change; and information about what Tourism Australia reasonably believes will be the effects of the change on the employees; and
 - (ii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
377. However, Tourism Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.
378. Tourism Australia must give prompt and genuine consideration to matters raised about the change by the relevant employees.
379. In this term, **relevant employees** means the employees who may be affected by a change referred to in clause 364.

Interaction with emergency management activities

380. 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

381. Tourism Australia is committed to consulting and sharing information with its employees and their representatives about workplace matters affecting them.
382. Tourism Australia will maintain a Joint Consultative Committee (JCC) for the purposes of consultation between Tourism Australia and employees.
383. The JCC will comprise at least three management nominees, and at least three employee representatives.
384. Tourism Australia's consultative committees will operate subject to an agreed terms of reference for the term of the Agreement.

Dispute resolution

385. If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the NES;
- this term sets out procedures to settle the dispute.
386. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
387. 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.

388. 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.

389. 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 388 have been taken, a party to the dispute may refer the dispute to the FWC.

390. The FWC may deal with the dispute in 2 stages:

- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.

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

- a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at Tourism Australia that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) subject to clause 391 a) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

393. Any disputes arising under the Tourism Australia Enterprise Agreement 2020-2023 or the NES that were formally notified under clause 11 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.

394. Where the provisions of 385 to 388 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 386, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 389.

Delegates' rights

395. 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.

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

397. Tourism Australia and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

398. Tourism Australia respects the role of union delegates to:

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

399. Tourism Australia 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.

400. 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.

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

- a) 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;
- b) 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;
- c) 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;

- d) provide access to new employees as part of induction; and
- e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

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

Employee representational rights

403. Employees may be assisted, accompanied and represented by another person, including an employee representative, in relation to workplace matters affecting them.
404. Employees will inform their immediate manager and/or relevant level of management prior to any discussions where they choose to be represented.
405. Employees who are asked to accompany and represent another employee will inform their immediate line manager in good time and request permission to attend any meeting. Such permission will not be unreasonably withheld.

Section 11: Separation and retention

Resignation

406. An employee may resign from their employment by providing the Managing Director the appropriate period of notice to Tourism Australia as follows:
- a) Existing employees at Bands 1 and 2 are required to provide 2 weeks' notice of termination;
 - b) Employees at Band 3 are required to provide 4 weeks' notice of termination; and
 - c) Employees at Band 4 are required to provide 6 weeks' notice of termination.
407. At the instigation of the Managing Director, 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.
408. The Managing Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

409. When an employee dies, or the Managing Director has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Managing Director 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

410. The following provisions only apply to permanent employees not on probation. Throughout the application of the following provisions of this Section, Tourism Australia will make all reasonable efforts to explore the possibility of redeploying the employee within its operations. In the event that Tourism Australia determines that redeployment is not practical the redundancy will proceed.
411. An employee is an excess employee if:
- a) the employee is included in a class of employees employed at Tourism Australia, which class comprises a greater number of employees than is necessary for the efficient and economical working of Tourism Australia; or
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods or changes in the nature, extent or organisation of the functions of Tourism Australia; or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at that locality and Tourism Australia has determined that these provisions will apply to that employee.
412. When Tourism Australia makes a definite decision that an employee(s) is excess, Tourism Australia will, at the earliest practicable time, advise the employee(s) of the decision. Discussions with the excess employee(s) (or where an employee so requests, with the employee's representative as well) will consider:
- a) measures which might be taken to reduce the adverse effects of the employee becoming excess;
 - b) redeployment opportunities for the employee(s) concerned; and
 - c) whether the employee's employment may need to be terminated on account of the employee being excess (retrenchment).
413. Where Tourism Australia determines that retrenchment is necessary, the employee will be provided with information on their termination payments.
414. In addition, outplacement services will be provided if requested by an employee. A minimum of \$2000 will be contributed towards these services. Further information about outplacement services is available in the Outplacement Policy. Outplacement services costs will not be paid to the individual.
415. In the case of retrenchment, the period of notice will be:
- a) 4 weeks for employees less than 45 years old;
 - b) 5 weeks for employees who are between 45 years old and less than 50 years old; or

c) 8 weeks for employees who are 50 years old or older.

Tourism Australia may make payment in lieu of all or part of the required notice period.

416. An employee who is retrenched on the grounds that he/she is excess to requirements is entitled to be paid a severance payment to a maximum of 52 weeks' pay, calculated as follows:

Employee's period of continuous service on retrenchment	Severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	12 weeks
At least 4 years but less than 5 years	16 weeks
At least 5 years but less than 6 years	20 weeks
At least 6 years but less than 7 years	23 weeks (or 24 weeks if the employee is over the age of 50)
At least 7 years but less than 8 years	26 weeks (or 28 weeks if the employee is over the age of 50)
At least 8 years but less than 9 years	29 weeks (or 32 weeks if the employee is over the age of 50)
At least 9 years but less than 10 years	32 weeks (or 36 weeks if the employee is over the age of 50)
At least 10 years but less than 11 years	35 weeks (or 40 weeks if the employee is over the age of 50)
At least 11 years but less than 12 years	38 weeks (or 44 weeks if the employee is over the age of 50)
At least 12 years but less than 13 years	41 weeks (or 48 weeks if the employee is over the age of 50)
At least 13 years but less than 14 years	44 weeks (or 52 weeks if the employee is over the age of 50)
At least 14 years but less than 15 years	47 weeks (or 52 weeks if the employee is over the age of 50)
At least 15 years but less than 16 years	50 weeks (or 52 weeks if the employee is over the age of 50)
At least 16 years and beyond	52 weeks

The severance benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service.

417. Service for severance pay purposes means:

- a) service in Tourism Australia; or
- b) service in another organisation where:
 - (i) an employee was transferred to Tourism Australia with a transfer of function; or
 - (ii) an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to Tourism Australia,

and such service is recognised for Long Service Leave purposes.

418. Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

Termination of Employment

419. Subject to clauses 106 and 410, Tourism Australia must provide employees with 4 weeks' notice of termination of employment. An employee who is over 45 years old and has completed more than 5 years of continuous service will receive 5 weeks' notice of termination.

420. Tourism Australia may elect to make payment in lieu of all or part of the required notice period.

421. Termination of, or a decision to terminate employment, cannot be reviewed under the Dispute Resolution Procedures or the review of action procedures of this Agreement.

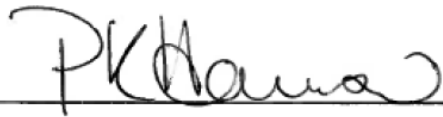
422. Nothing in this Agreement prevents Tourism Australia from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu.

Abandonment of Employment

423. An employee is deemed to have abandoned employment if they are absent for seven (7) consecutive days without notice to Tourism Australia, and efforts by Tourism Australia to locate the employee are unsuccessful.

424. In the event that an employee is absent from duty for more than seven (7) consecutive days, prior to any action being taken by Tourism Australia, due consideration will be given to extenuating circumstances or reasonable explanation for the absence. Should such an absence from duty occur, Tourism Australia will take reasonable actions to contact the employee to determine circumstances and intention either personally or by registered post.

Signed for and on behalf of Tourism Australia



12/2/24

Phillipa Harrison

Date

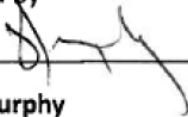
Managing Director

Address: c/o Tourism Australia

Level 28, 180 George St

Sydney NSW 2000

Witnessed by



Steven Murphy

Date 12/2/24

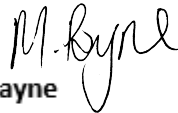
GM People & Culture Department

Address: c/o Tourism Australia

Level 28, 180 George St

Sydney NSW 2000

Signed for and on behalf of the Employees covered by the Enterprise Agreement



Melissa Payne

Assistant National Secretary

Date 02/03/24

Address: 54-58 Foveaux St, Surry Hills NSW 2010

Joint Consultative Council

Pene Gallo



12/2/24

Lauren Caverley



12/2/24

Annexure A

EBA TA Salary Scales- 2023-2026

PRE-COMMENCEMENT*:

Band	Min \$	Max \$
1	62,111	93,167
2	73,272	109,903
3	94,648	141,971
4	134,872	202,307

Salary as at 30 October 2023

Band	Min \$	Max \$
1	64,596	96,893
2	76,203	114,299
3	98,434	147,650
4	140,267	210,400

Salary as at 30 October 2024

Band	Min \$	Max \$
1	67,050	100,575
2	79,099	118,643
3	102,174	153,261
4	145,597	218,395

Salary as at 30 October 2025

Band	Min \$	Max \$
1	69,330	103,995
2	81,788	122,676
3	105,648	158,471
4	150,548	225,820

*Note – Pre- commencement denotes adjusted pay scale due to the Tourism Australia Act (Section 55(2) – Tourism Australia Band 1-4 employees) Determination 2022/1.