



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

**Commonwealth of Australia (represented by and acting through
Geoscience Australia)**
(AG2011/11557)

GEOSCIENCE AUSTRALIA ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 24 AUGUST 2011

Application for approval of the Geoscience Australia Enterprise Agreement 2011 - 2014.

[1] An application has been made for approval of an enterprise agreement known as the Geoscience Australia Enterprise Agreement 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] Three different employee organisations which were bargaining representatives for the Agreement have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement will cover each of the following named employee organisations:

- CPSU, the Community and Public Sector Union;
- Association of Professional Engineers, Scientists & Managers Australia; and
- “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU).

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 August 2011. The nominal expiry date of the Agreement is 30 June 2014.



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Geoscience Australia

ENTERPRISE AGREEMENT

2011-2014

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PART A INTRODUCTION

1 TITLE

- 1.1 This Agreement will be known as the *Geoscience Australia Enterprise Agreement 2011-2014*.

2 INTERPRETATION AND DEFINITIONS

- 2.1 The following interpretations and/or definitions will apply:

"Adopted Child" means a child described in section 68 of the *Fair Work Act 2009*.

"Agreement" means the Geoscience Australia Enterprise Agreement 2011-2014.

"APS" stands for the Australian Public Service.

"Casual Employee" means a non-ongoing employee who is engaged on an irregular or intermittent basis under section 22(1)(c) of the PS Act.

"Chief Executive Officer" or **"CEO"** means the Chief Executive Officer of Geoscience Australia, or his/her delegate, or authorised person.

"EDFA" means Extra Duty in the Field Allowance.

"EDL" means Extra Duty Leave.

"Employee" means ongoing, non-ongoing or a Casual Employee, whether full-time or part-time, employed under and within the meaning of the PS Act.

"Field Work" means working away from the employee's ordinary work location (e.g. Geoscience Australia Building), often in rural or remote areas of Australia and also overseas, involving land-based, sea-going and airborne operations.

"Flexitime" is a formal arrangement whereby employees can vary their start and finish times to accommodate variations in workload and personal circumstances.

"Foster Child" means a child for whom the employee has assumed long term responsibility arising from the placement of the child in a permanent 'fostering' arrangement by a person/organisation with statutory responsibility for the placement of the child where the child is not expected to return to their family.

"FWA" stands for Fair Work Australia.

"Geoscience Australia Graduate Broadband" means the Geoscience Australia Graduate Broadband set out in Table 2 (see Attachment 1).

"Immediate Family" means a spouse, partner (including de-facto partner), parent, parent of spouse or partner (including a de-facto partner), foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, Adopted Child, Foster Child, grandchild and step child of the employee or the employee's spouse or a person who has a kinship relationship according to the customs or traditions of the community or group to which the employee belongs.

"NES" means the National Employment Standards set out in Part 2-2 of the *Fair Work Act 2009*.

"Nominated Manager" means the person nominated by the CEO to whom the employee reports regarding work arrangements and his/her work plan and learning agreement.

"Permanent Care Child" means a child who is placed with an employee pursuant to a court order that establishes a legal relationship in which the child lives permanently

with the employee and the employee becomes responsible for the child's custody and guardianship.

"PS Act" means the *Public Service Act 1999*, as amended from time to time, or its successor.

"Qualifying Service" has the same meaning as service for severance purposes (see clauses 70.24 to 70.27).

"Shiftworker" has the meaning given in clause 39.1.

PART B TECHNICAL MATTERS

3 COVERAGE

- 3.1 This Agreement is made under section 172 of the *Fair Work Act 2009*. The Agreement covers:
- (a) the CEO (on behalf of the Commonwealth);
 - (b) employees of Geoscience Australia (except as detailed in clause 3.2); and
 - (c) the Community and Public Sector Union (CPSU), the Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and the Australian Manufacturing Workers' Union (AMWU), if FWA notes in its decision to approve the Agreement that the Agreement covers these unions.
- 3.2 This Agreement applies to employees within Geoscience Australia, but does not apply to employees who are part of the Senior Executive Service.
- 3.3 Geoscience Australia employees are employed under the provisions of the Public Service Act 1999. Therefore, the APS Values and Code of Conduct underpin and are supported by this Agreement.

4 DURATION

- 4.1 This Agreement will commence operation on the later of:
- (a) 1 July 2011; or
 - (b) the day seven days after the Agreement is approved by FWA.
- 4.2 The nominal expiry date of this Agreement is 30 June 2014.

5 VARIATION

- 5.1 Geoscience Australia and its employees acknowledge that this Agreement may only be varied in accordance with Division 7 of Part 2.4 of the *Fair Work Act 2009*.

6 NO EXTRA CLAIMS

- 6.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
- 6.2 Geoscience Australia and its employees acknowledge that other terms and conditions may apply under relevant law.

7 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 7.1 The CEO 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 arrangement 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; or

- (vi) leave;
 - (b) the arrangement meets the genuine needs of Geoscience Australia and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the CEO and the employee.
- 7.2 The CEO must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the CEO and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 7.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The CEO or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the CEO and the employee agree in writing – at any time.
- 7.6 The Workplace Relation Committee (WRC) will receive advice at each of its meetings on the number of written agreements in place (broken down by gender and level).

8 POLICY AND GUIDELINES

- 8.1 There are policies, procedures and guidelines that support the operation of this Agreement. If there is any inconsistency between the policies, procedures or guidelines and the Agreement, the Agreement will prevail.
- 8.2 In the event of a dispute arising over the application or interpretation of policies, procedures and guidelines employees may access the procedures for settling disputes outlined in clause 10.

9 CONSULTATION TERM

Consultation

- 9.1 For the purpose of this clause 9, "consultation" means an opportunity for employees to:

- (a) contribute to the decision-making process, not only in appearance but in fact;
- (b) wherever possible, be provided with all relevant information about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate; and
- (c) have their expressed views taken into account when decisions are made, and to have decisions that have been made explained, including how the employee's views were taken into account.

Workplace consultative arrangements

- 9.2 At the workplace level consultative arrangements with employees should be based on the following principles:
- (a) workplace issues should be discussed in a spirit of cooperation and trust;
 - (b) employees should receive information wherever possible on issues that affect them;
 - (c) Nominated Managers are accountable for their area but, employees should have an opportunity to contribute their views before team leaders implement decisions that will affect them; and
 - (d) Nominated Managers will also consult with employees and their representatives as and where required under the general provisions above and in accordance with the requirements in specific clauses in this Agreement.

Workplace consultation may occur through Divisional meetings or team briefings or other informal arrangements as agreed between employees and their representatives and their Nominated Managers.

Formal consultative arrangements

- 9.3 The parties agree to establish a Workplace Relations Committee (WRC), chaired by the CEO or his/her representative, and comprising of proportionate employee representation, elected by each of the Divisions/Branches in Geoscience Australia, representatives from each of the unions covered by the Agreement and management representatives.
- 9.4 The WRC will have primary responsibility for monitoring and reviewing the implementation of this Agreement. The WRC will be the main vehicle for ongoing employee participation and consultation regarding:
- (a) the development of, and any changes to, work level standards; and
 - (b) the development of, and any changes to, Geoscience Australia policies.
- 9.5 The WRC will meet at least once every quarter, or more frequently if requested by WRC members, to discuss and seek to resolve issues as well as make recommendations to the Geoscience Australia Executive Board and its subcommittees.
- 9.6 Employee representatives on the WRC will be elected within a reasonable time period following commencement of this Agreement, and will remain in place for the term of this Agreement and/or until the next WRC is elected.

Consultation on major changes

- 9.7 This clause 9 applies where a decision is made to introduce major changes in a work area that are likely to have **significant effects** on employees, other than where provision is already made elsewhere in this Agreement regarding a specific major change.
- 9.8 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on

employees, the CEO must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.

9.9 Significant effects include:

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

CEO to discuss major changes

- 9.10 The CEO must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.8, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 9.11 The discussion must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 9.8.
- 9.12 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing with all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose any confidential or commercially sensitive information to the employees.

10 DISPUTE RESOLUTION

- 10.1 If a dispute relates to a matter arising under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
- 10.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 10.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 10.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 10.1 and 10.2, a party to the dispute may refer the matter to FWA.
- 10.4 FWA may deal with a dispute in two stages:
- (a) FWA 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 FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and

- (ii) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.

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

- 10.5 Geoscience Australia or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 10.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
- 10.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally prior to the dispute arising, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) where an employee has raised a reasonable concern about an imminent risk to his or her health and safety, the employee will not be required to continue working in an unsafe environment, but will be required to undertake alternative work as directed by the CEO until the issue is resolved.
- 10.8 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

11 REVIEW OF ACTIONS

- 11.1 In accordance with section 33 of the PS Act and Part 5 of the Public Service Regulations 1999, an employee is entitled to request an internal review of decisions or actions that relate to their employment.
- 11.2 If the matter is not resolved at the completion of the internal review, the employee may request a secondary review of the matter by the Merit Protection Commissioner under the PS Act.
- 11.3 Additional information can be found in the ***Geoscience Australia Review of Actions Policy***.

12 REPRESENTATION

- 12.1 In any matter arising under this Agreement, an employee may have an employee representative, who may be a union representative, to assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 12.2 Employees who perform a role as an employee representative will be provided with appropriate time, facilities and training to perform their function. Geoscience Australia agrees that the representative will not suffer any employment-related detriment as a result of performing the representative function.
- 12.3 Geoscience Australia recognises the important role played by unions and union workplace delegates in providing representation for employees who wish to be represented by a union. Geoscience Australia and the unions have agreed a document entitled *Geoscience Australia Communication and Access Protocol for the CPSU, APESMA and AMWU* (July 2011). That document:
- (a) is based on the principles contained in Attachment C to the *Australian Public Service Bargaining Framework – Supporting Guidance* (January 2011);

- (b) recognises the role of unions, union officials and union workplace delegates in providing representation for employees who wish to be represented by a union;
- (c) provides for the provision of various facilities to union workplace delegates; and
- (d) may only be amended by agreement between Geoscience Australia and the unions.

13 ANTI-DISCRIMINATION PROVISIONS

- 13.1 This Agreement does not allow any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State, or Territory legislation.

14 RECRUITMENT

- 14.1 Geoscience Australia is committed to implementing and sustaining best practice in the recruitment, promotion, movement between agencies and advancement of its people. Best practice includes maintaining openness and transparency and ensuring that all permanent selections are based solely on merit in accordance with APS principles.
- 14.2 Consistent with the PS Act, the usual basis for engagement within Geoscience Australia will be as an ongoing employee. The PS Act and *Public Service Regulations 1999* set out requirements in relation to the engagement of non-ongoing employees for a specified term or for the duration of a specified task.

15 ENTRY LEVEL DEVELOPMENT PROGRAMS

- 15.1 Geoscience Australia will carry out a review of its Graduate, Traineeship, Cadetship and Apprenticeship programs during the term of this Agreement.

16 DIVERSITY

- 16.1 Geoscience Australia is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives.

Commitment to increase Aboriginal and Torres Strait Islander employment

- 16.2 Geoscience Australia will make all reasonable endeavours to increase Aboriginal and Torres Strait Islander employment to at least 2.7% of employees over the life of this Agreement. In consultation with employees and unions, the Agency will implement targeted strategies to improve the attraction and retention of Aboriginal and Torres Strait Islander employees to meet this goal.

Improved career pathways

- 16.3 Geoscience Australia shall implement measures to improve the career pathways of Aboriginal and Torres Strait Islander employees, employees with a disability and employees from culturally and linguistically diverse backgrounds. This shall include, but not be limited to, additional training, mentoring programs, cadetships and by making reasonable adjustments in respect of employees with a disability.

Implementation

- 16.4 Geoscience Australia will develop a diversity policy in relation to the implementation, monitoring and reporting of steps taken under this clause 16.

Support for Mature Age Workers

- 16.5 Geoscience Australia values the skills, expertise and knowledge held by older workers. Geoscience Australia will support the interests of both the organisation and the employee through the ***Geoscience Australia Mature Age Policy***.

17 DELEGATIONS

17.1 The CEO may delegate any of the CEO's functions or powers specified in this Agreement. The CEO may issue binding instructions relating to the application of such delegations.

18 FREEDOM OF ASSOCIATION

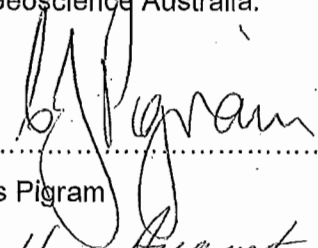
18.1 Employees are free to choose to join or not join a union.

19 FORMAL ACCEPTANCE OF THIS AGREEMENT

19.1 This Agreement is made under section 172 of the *Fair Work Act 2009*.

Employer

Signed by the CEO of Geoscience Australia:

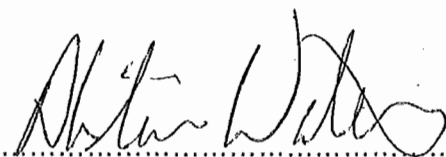
Signed 

Name Dr Chris Pigram
CEO

Date 16 August 2011

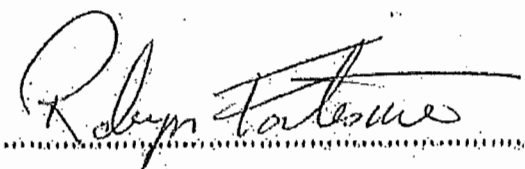
Employee Representatives

Signed for and on behalf of employees covered by this Agreement by their representatives:

Signed 

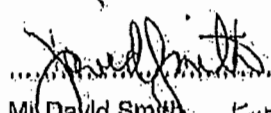
Name Mr Alistair Waters
Community and Public Sector Union

Date 16 August 2011

Signed 

Name Ms Robyn Fortescue
Australian Manufacturing Workers' Union

Date 17/8/2011

Signed 

Name Mr David Smith EXECUTIVE OFFICER, AGD,
Association of Professional Engineers, Scientists and Managers,
Australia

Date 15/8/2011

PART C HOURS

20 WORKING HOURS

20.1 The implementation of this PART C will be supported by the ***Geoscience Australia Working Hours Policy***.

Ordinary hours

20.2 The ordinary hours of work for all full-time employees covered by this Agreement will be 7 hours 21 minutes per day on normal days of business, with total weekly hours of 36 hours 45 minutes.

20.3 Subject to clause 20.7, an employee may work their ordinary hours within the bandwidth of hours.

20.4 The bandwidth of hours will be from 7.00 am until 7.00 pm on Monday to Friday inclusive.

20.5 The bandwidth of hours for an individual employee may be varied by agreement between the CEO and the employee. An employee and his/her Nominated Manager may agree to substitute Saturday or Sunday for a weekday. Where such agreement is reached, all work within the bandwidth hours applying to that employee, other than approved overtime, will be paid at ordinary rates of pay.

Standard hours

20.6 The standard hours will be 8.30 am to 4.51 pm with a one hour lunch break, normally between 12.30 pm and 1.30 pm, unless otherwise specified by the employee's Nominated Manager.

20.7 A Nominated Manager may require an employee to work standard hours for a nominated period of time where the employee has not complied with his/her obligations under this Agreement or for other reasons related to misconduct. The Nominated Manager will provide the employee with written confirmation of the reason for such requirement and the nominated period.

21 FLEXTIME

21.1 This clause 21 applies to employees at or below the APS 6 level, including part-time employees.

Working under the flextime system

21.2 Employees participating in the flextime system may vary their starting and finishing times on any normal day of business, subject to operational requirements and clause 20.4.

21.3 An employee's Nominated Manager may require an employee, for operational reasons, to be present for any period during the bandwidth hours which apply to that employee.

21.4 Employees are only able to work additional hours beyond their standard hours where there is sufficient meaningful work available. A Nominated Manager may require an employee to finish work on any day once he/she has worked his/her standard hours, or not to start work until the commencement of standard hours, where there is insufficient meaningful work available.

21.5 Employees must not work for longer than five hours without taking an unpaid meal break of at least 30 minutes.

21.6 Employees should not normally work more than ten hours on any one day.

Settlement period

21.7 The settlement period is a four-week period as nominated by the CEO (refer to clauses 21.10 to 21.12 and 21.16).

Flex credits and flex debits

21.8 An employee accumulates a flex credit by working more than their ordinary hours on any normal day of business for that employee. Employees are not entitled to accumulate flex credits in respect of any hours for which they are paid Extra Duty Field Allowance (EDFA) or accrue Extra Duty Leave (EDL) (see clause 43).

21.9 An employee accumulates a flex debit where the employee works less than their ordinary hours on any normal day of business.

21.10 An employee must not have more than ten hours of flex debit at the end of the settlement period. If this occurs, the entire flex debit will be treated as an unauthorised absence and will be without pay.

21.11 The maximum flex credit at the end of each settlement period is 36 hours and 45 minutes. In exceptional circumstances an employee may exceed the maximum flex credit with agreement by their Nominated Manager, including agreement on when the flex credit will be reduced to below the maximum.

21.12 Where an employee has more than the maximum flex credit at the end of two consecutive settlement periods and there is no agreement reached with his/her Nominated Manager as detailed in clause 21.11, from the start of the following settlement period the employee will be directed to absent themselves from the workplace until they reduce their credit below 36 hours and 45 minutes.

Recording

21.13 Employees must accurately record their hours of work and provide these records to his/her Nominated Manager. The record of hours of work may take the form of diary entries or purpose-designed flextime reporting forms as determined by the employee's Nominated Manager.

Flex leave

21.14 Flex leave is where an employee is approved not to work on a normal business day and is not on some other form of approved leave.

21.15 Flex leave reduces the employee's flex credit or increases the employee's flex debit by the standard hours for the employee on that day, or part of the day thereof, if only part of a day is taken.

21.16 Subject to operational requirements, employees may take up to five days of flex leave during a settlement period, as long as the flex leave would not result in the employee accumulating more than ten hours of flex debit.

21.17 Where an employee has a flex credit of more than 36 hours and 45 minutes, a Nominated Manager will, subject to operational requirements, approve a request by an employee to take flex leave in accordance with this clause 21.

21.18 Where flex leave is not approved, the Nominated Manager, on request, will provide reasons in writing, explaining the decision within five working days.

22 EXECUTIVE LEVEL WORKING ARRANGEMENTS

22.1 Geoscience Australia recognises the focus on achievement of organisational outcomes for Executive Level (EL) employees may involve considerable work effort, variable work hours and on occasions working hours over and above ordinary working hours. It is important that these efforts and contributions are recognised.

- 22.2 Subject to clause 22.4, EL employees may agree with their Nominated Manager to variations in attendance times and short-term absences including full days without the need for a leave application.
- 22.3 The arrangements in relation to these hours will be designed and agreed by the Nominated Manager and EL employee taking account of the need to balance the achievement of organisational outcomes and the employee's personal commitments.
- 22.4 EL employees and their Nominated Manager are required to work together to manage workloads and working hours. Where an EL employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods, the manager and employee may agree to arrangements for reasonable time off to recognise the additional effort. Reasonable time off for EL employees is not on an hour for hour basis (and in all cases will not exceed the actual additional hours worked by the employee), but these arrangements are intended to provide EL employees with fair and reasonable access to time off.
- 22.5 Geoscience Australia does not endorse working arrangements that require EL employees to work excessive hours over significant periods. Where situations in relation to excessive hours do arise, the manager and individual will work together to address the circumstances leading to excessive working hours. Where situations cannot be resolved locally, Human Resources will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue.
- 22.6 Subject to operational requirements, any paid time off in lieu granted must be taken within a reasonable time of the time off in lieu being granted.
- 22.7 Where an employee has worked hours in addition to their ordinary hours and their Nominated Manager decides not to grant the employee paid time off in lieu under this clause 22, the employee may request the Nominated Manager to provide written reasons for that decision. The Nominated Manager must provide the employee with written reasons within five working days of receiving the request.

23 PART-TIME WORK

- 23.1 Unless otherwise specified, part-time employees are entitled to the same range of employment benefits and remuneration as full-time employees, calculated on a pro rata basis (except for allowances of a reimbursement nature).

Access to part-time work

- 23.2 All ongoing employees covered by this Agreement are eligible to apply to work on a part-time basis. Approval is subject to operational requirements and the Nominated Manager's agreement.
- 23.3 Where part-time work is not approved under clause 23.2, the Nominated Manager will provide reasons in writing explaining the decision within five working days.
- 23.4 Management may fill a position on a part-time basis where there is not a full-time workload. An employee engaged as a part-time employee to fill such a position is not entitled to convert to full-time employment without the agreement of the CEO.
- 23.5 Upon returning to work following a period of maternity/adoption/foster/permanent care leave, an employee is entitled to access part-time employment for a maximum period of 24 months after returning to work.
- 23.6 The CEO will only refuse a request made under clause 23.5 on reasonable business grounds in relation to the number of hours requested. Where the request is refused, the CEO will respond in writing within five working days outlining reasons for the refusal.

Right of reversion or conversion from part-time to full-time

- 23.7 Where a full-time employee is approved to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the end of the agreed period, or an option to return to full-time employment earlier with the agreement of their Nominated Manager, at the classification level and, wherever possible, in the duties that the employee performed prior to entering into the part-time work arrangement.

Hours

- 23.8 The CEO will specify in a Part-time Work Agreement before an employee commences duty on a part-time basis:
- (a) the agreed weekly hours of duty;
 - (b) the standard hours that will apply to the employee, including nominal starting and finishing times and on which days of the week; and
 - (c) any rights to revert to full-time employment in accordance with clause 23.7.
- 23.9 The prescribed weekly hours included in an employee's Part-time Work Agreement will not be varied, amended or revoked without the written consent of the employee.
- 23.10 Each nominal attendance included in an employee's Part-time Work Agreement must be for a minimum of three continuous hours unless otherwise agreed by the employee and his/her Nominated Manager.

24 REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

- 24.1 Without limiting clause 23.5, an employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months' continuous Qualifying Service.
- 24.2 A Casual Employee may only request flexible work arrangements if the employee:
- (a) is a "long term casual employee" (within the meaning given in section 12 of the *Fair Work Act 2009*) immediately before making the request; and
 - (b) has reasonable expectation of continuing employment on a regular and systematic basis.
- 24.3 A request made in accordance with clause 24.1 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within five working days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

25 CASUAL EMPLOYEES

- 25.1 Casual Employees will receive a 25% loading on their salary in lieu of access to paid leave (other than long service leave) and payment for public holidays. A casual employee who is rostered to work on a public holiday will receive payment for that day at their base rate of pay.

26 HOME BASED WORK

- 26.1 In certain circumstances, it may suit both employees and Geoscience Australia to have the facility for individual employees to work from their homes. Applications for home-based work will be assessed on a case-by-case basis, in accordance with the ***Geoscience Australia Home Based Work Policy***.

PART D CLASSIFICATION STRUCTURE

27 CLASSIFICATION STRUCTURE

27.1 Geoscience Australia has established a classification structure comprising the following broadbands:

- (a) APS 1-6 Broadband;
- (b) EL 1; and
- (c) EL 2.

27.2 There is also a Geoscience Australia Graduate Broadband (see Table 2 of Attachment 1).

27.3 Each broadband encompasses the full range of work value and work level standards of the APS classification levels it reflects.

Movement within a broadband

27.4 The CEO may advance an employee to a higher classification within a broadband on the basis of a proposal made under this clause 27.

27.5 Movement to a higher classification level within a broadband (i.e. across a "soft barrier") may occur where:

- (a) there has been an assessment in accordance with clause 27.6 of the necessary qualifications and/or skills and experience to undertake duties at the higher level; and
- (b) either:
 - (i) the CEO determines there are ongoing duties available at the higher classification level which meet the work level standards for that higher classification level; or
 - (ii) the CEO assigns new or additional duties to the employee which reflect the work level standards for the higher classification level.

27.6 Proposals for advancement under this clause 27 will include an assessment of:

- (a) the proposed duties against the requirements of Geoscience Australia's work level standards; and
- (b) the capability of the relevant employee to undertake the proposed duties having regard to prior experience and competencies, including, but not limited to, a minimum "Fully Effective" performance rating, relevant qualifications (formal or informal) and/or skills.

27.7 Geoscience Australia will form a Classification Committee to assess proposals for advancement made under this clause 27, or to assess a position for reclassification.

27.8 The Classification Committee will be Chaired by the Director Human Resources and consist of the following Geoscience Australia employees:

- (a) a WRC nominated staff member; and/or
- (b) a subject matter expert.

27.9 An employee may be able to seek a review of action, including a secondary review under the PS Act in respect of an assessment under this clause 27 (see clause 11).

27.10 Movements on the basis of work value will only be considered where there have been significant and sustained changes in the work value and not on the basis of changes in work volume.

- 27.11 Where an employee is permanently advanced within a broadband, the employee's substantive APS classification will also be advanced to the applicable new classification.
- 27.12 Movement within a broadband may also be appropriate for employees required to undertake a mandatory training or development program where movement to a higher classification within the broadband is subject to a competency assessment against that program's outcomes and the employee's duties meet the work level standards of the higher classification.
- 27.13 There is no mechanism to permanently advance an employee from one broadband to another broadband (i.e. across a "hard barrier"), other than through an open merit selection process consistent with the PS Act.
- 27.14 Nothing in this clause 27 shall prevent an employee from advancement following promotion through an open merit selection process.

28 REVIEW OF JOBS AGAINST WORK LEVEL STANDARDS

- 28.1 Geoscience Australia will form a Joint Working Party to carry out a review of work level standards and position classifications, including occupational streams, during the first six months of this Agreement.
- 28.2 The Joint Working Party will be formed as a sub-committee of the WRC and should include wherever possible representatives from different occupational streams and Divisions across Geoscience Australia including subject matter experts where required.
- 28.3 An employee may be able to seek a review of action, including a secondary review under the PS Act in respect of an assessment under this clause 28 (see clause 11).

PART E REMUNERATION

29 SALARY

29.1 From the first full pay period following commencement of this Agreement, employees will:

- (a) translate from their previous Geoscience Australia Band and Level to the corresponding classification and pay point in accordance with clause 2 of Attachment 1; and
- (b) be paid the annual salary for their classification/pay point level specified in Column 1 of Table 1 (see Attachment 1).

29.2 The following pay increases will be payable under this Agreement (included in Table 1 of Attachment 1):

- (a) 3% upon commencement of this Agreement;
- (b) 3% from the first full pay period following 1 July 2012; and
- (c) 3% from the first full pay period following 1 July 2013.

30 SALARY PROGRESSION

30.1 From the first full pay period in July each year, an ongoing employee (excluding graduates, cadets or trainees) who is not already on the maximum pay point applying to his or her classification level will progress to the next pay point if the employee:

- (a) has performed duties at their existing pay point for at least 26 weeks (as at 30 June);
- (b) performed duties at their classification level or higher for at least 26 weeks during the preceding performance cycle; and
- (c) received a performance rating of "Fully Effective" or higher for the preceding performance cycle.

30.2 Where an employee receives a performance rating of "Exceptional", the employee will be entitled to progress by two pay points (up to the maximum pay point applying to his or her classification level).

31 SALARY ON ENGAGEMENT, MOVEMENT OR PROMOTION

31.1 On engagement, movement or promotion of an ongoing APS employee, the employee will be paid at the minimum pay point for the employee's classification level, or such higher amount as authorised by the CEO.

31.2 At the discretion of the CEO, a person moving to Geoscience Australia after commencement of this Agreement, whose salary with their previous employer exceeds the current maximum of the relevant classification level in this Agreement, may be maintained on their current salary until such time as their salary is overtaken by Geoscience Australia salary increases.

32 EMPLOYEES WORKING AT A LOWER CLASSIFICATION LEVEL

32.1 Where an employee agrees, in writing, to temporarily perform work at a lower classification level, the CEO may determine in writing that the employee shall be paid at a salary rate applicable to the lower classification level for the agreed time.

- 32.2 Subject to clause 70.37, where an employee agrees in writing to a reduction in classification, the CEO will determine an appropriate pay point within the lower classification level to apply from the date the employee's classification is reduced.

33 ENTRY LEVEL DEVELOPMENT PROGRAMS

Graduates

- 33.1 Graduates will be engaged as ongoing employees. Upon commencement, a Graduate will be paid at the minimum pay point of the Geoscience Australia Graduate Broadband. The CEO may determine that the Graduate is to be paid at the higher pay point within that level where he/she considers the employee's experience and/or qualifications justify payment at the higher level.
- 33.2 Upon completion of their training program, a Graduate will be assessed for advancement within the Geoscience Australia Graduate Broadband.

Traineeships/Cadets/Apprenticeships

- 33.3 Notwithstanding anything to the contrary in this Agreement, the pay rate applying to an employee undertaking an approved traineeship/cadetship/apprenticeship will be the pay rate which would apply to the employee under this Agreement for the work being performed by the employee, as if the employee was not undertaking the traineeship/cadetship/apprenticeship.

Supported rates of pay

- 33.4 Supported salary rates and conditions of employment as set out in relevant legislation and the ***Geoscience Australia Supported Wage Policy*** will apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

34 PAYMENT OF SALARY

- 34.1 Employees will be paid fortnightly based on the following formula:

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

Method of payment

- 34.2 Employees will have their fortnightly salary paid by electronic funds transfer into the financial institution account, or accounts of their choice.

35 SUPERANNUATION

- 35.1 Geoscience Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 35.2 Employer contributions to the PSS Accumulation Plan (PSSap) will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 35.3 For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner and foster care leave), employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing parental leave) will be made for a period equal to a maximum of 52 weeks, provided that the rules of the relevant superannuation scheme permit such

contributions to be made. As at the commencement of this Agreement, the PSSap rules permit such contributions to be made.

- 35.4 Unless permitted under clause 35.3 or otherwise required under legislation, employer superannuation contributions will not be paid on behalf of employees during any other period of unpaid leave that does not count as service.
- 35.5 Geoscience Australia may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by Geoscience Australia's payroll system.

36 FLEXIBLE REMUNERATION PACKAGING

- 36.1 Flexible Remuneration Packaging is available to employees covered by this Agreement on a salary sacrifice basis in accordance with the ***Geoscience Australia Flexible Remuneration Packaging Policy***. Items available to salary sacrifice are set out by the Australian Taxation Office.
- 36.2 Flexible Remuneration Packaging is being made available to employees on the basis that it will involve no additional cost to Geoscience Australia. Accordingly, any Fringe Benefits Tax and administrative costs incurred as a result of Flexible Remuneration Packaging arrangements will be met by the employee on a salary sacrifice basis.
- 36.3 Where an employee takes up the option of salary packaging, the employee's salary for all purposes will be determined as if the salary packaging arrangement had not occurred.

37 TEMPORARY ASSIGNMENT

- 37.1 Where an employee undertakes work at a higher classification level for a continuous period of longer than two weeks, the employee will be paid at the lowest pay point for the higher classification level (or such higher pay point determined by the CEO) for the period of temporary assignment, including any periods of leave. Superannuation contributions will be payable at the higher classification level in accordance with the relevant superannuation legislation.
- 37.2 Where a non-SES employee is required to temporarily perform work in Senior Executive Service jobs for a continuous period of longer than two weeks, the employee will be remunerated at a level determined by the CEO for the period of the temporary assignment.
- 37.3 The implementation and operation of this clause 37 will be in accordance with the ***Geoscience Australia Temporary Assignment Policy***.

38 OVERTIME

General principles

- 38.1 Overtime is payable where an employee is required by the CEO to work additional hours outside of the standard hours that apply to a full-time employee, or the hours of duty that are specified in a Part-time Work Agreement for a part-time employee.
- 38.2 In normal circumstances, an employee will work within the flextime bandwidth hours and manage their hours and work accordingly.
- 38.3 Paid overtime is only available for employees at or below the APS 6 classification level. In exceptional circumstances, the CEO may authorise payment of overtime for employees above the APS 6 classification level.

- 38.4 Where the CEO authorises overtime for employees above the APS 6 classification level, the overtime rate will be based on the maximum pay point in the APS 6 classification.
- 38.5 The CEO may direct an employee to work a reasonable amount of overtime each year. However, with reasonable cause an employee may decline to work outside standard hours on a particular day.
- 38.6 Wherever possible, 24 hours notice of the requirement to work overtime must be given to the employee, except in exceptional circumstances.
- 38.7 Employees carrying out field work will not be eligible for overtime payments. (Employees may be entitled to EDFA and EDL in respect of extra duty worked in accordance with clause 43 of this Agreement).
- 38.8 The CEO may approve the reimbursement of reasonable expenses incurred by an employee because of a requirement to work overtime. Without limiting the CEO's discretion, such expenses may include taxi fares or child care expenses. To be eligible for reimbursement, the CEO's approval must be obtained in advance. In relation to the reimbursement of child-care expenses, it must be clearly understood that reimbursement is a discretionary approval and must be approved as a known amount in advance.

Overtime payment rates

- 38.9 The following penalty rates for overtime performed on the following days will apply:
- (a) Overtime worked for the first three hours Monday to Saturday – time and a half,
 - (b) Overtime worked after the first three hours Monday to Saturday – double time,
 - (c) Overtime worked on a Sunday – double time,
 - (d) Working on a public holiday, Easter Saturday or the first day after Boxing Day that would not otherwise be a public holiday is paid as overtime – double time and a half (for duty outside standard hours); or time and a half for duty within standard hours (as employees would already be paid single time for the public holiday).
- 38.10 Where an employee at the APS 1-6 classification levels works overtime, the employee may opt to take time off in lieu of payment for any overtime worked. The time off in lieu will be calculated at the rates prescribed in clause 38.9.
- 38.11 Where an employee above the APS6 classification level works authorised overtime, the employee may access time off in lieu in accordance with clause 22.

Minimum payment

- 38.12 Where a period of overtime is not continuous with ordinary duty (e.g. where an employee is called back to work for overtime after the end of ordinary duty for the day), the minimum overtime payment is three hours at the relevant overtime rate.

Overtime meal allowance

- 38.13 A meal allowance is payable to an employee who:
- (a) is required to work overtime beyond a meal allowance period as defined in clause 38.1 and, either prior to or after the completion of the employee's ordinary hours, takes an unpaid meal break and is unable to return home for a meal;
 - (b) is required to perform five hours or more duty on a Saturday, Sunday or public holiday (in addition to the employee's normal weekly hours of duty) extending beyond a meal break and is not entitled to a salary payment for that meal break;
- or

- (c) works paid overtime that is continuous with non-overtime duty and works to the completion of a meal period without a break for a meal.

38.14 The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.

38.15 Meal allowance periods are:

- (a) 7.00 am to 8.00 am;
- (b) 12 noon to 2.00 pm;
- (c) 6.00 pm to 7.00 pm; and
- (d) midnight to 1.00 am.

38.16 Meal allowance periods and arrangements may be varied if the affected employee agrees.

Rest relief after overtime

38.17 Where there is less than eight hours, plus reasonable travel time, between the cessation of overtime and the commencement of the standard hours on the employee's next day of business, he/she will be entitled to be absent from work until the eight hours plus reasonable travel time has elapsed. He/she will be credited as having worked whatever time falls within the standard hours occurring during the employee's absence.

38.18 If an employee is required to resume or continue work on the instruction of the CEO, without having had eight consecutive hours plus reasonable traveling time off duty, the employee will be paid at double ordinary time rates (for time worked) until the employee has had eight consecutive hours, plus reasonable traveling time off duty.

39 SHIFTWORK

Shiftworkers

39.1 This clause 39 applies to employees who are shiftworkers and will be implemented in accordance with the ***Geoscience Australia Shiftworking Policy***.

39.2 An employee is a shiftworker for the purpose of this Agreement and the NES if the employee is required by the CEO to regularly work rostered shifts which fall between the hours of 7.00 pm and 7.00 am or on weekends or public holidays. To avoid doubt, employees who on occasions work rostered shifts whilst performing Field Work are not shiftworkers for the purpose of this Agreement or the NES. Allowances and loadings payable to employees performing Field Work are set out in clauses 43 and 44.

General

39.3 Employees will not work more than one shift every 24 hours, except where there is a regular changeover of shifts.

39.4 Employees may exchange shifts by mutual agreement, provided the arrangement does not give any employee an entitlement to an overtime payment.

39.5 Geoscience Australia will consult with employees before making any significant changes to roster arrangements.

Shift loadings and crib loading

39.6 Where an employee is rostered to perform and performs duty on a shift, the employee will be paid the higher of the following shift loadings:

- (a) where an employee is required to work on shift arrangements and any part of the shift falls between the hours of 7.00 pm and 7.00 am – shift loading of 15% of the employee's base salary for the entire shift;
- (b) where the employee is required to work shifts falling wholly between the hours of 7.00 pm and 7.00 am for a continuous period exceeding four weeks – shift loading of 30% of the employee's base salary for the entire shift;
- (c) where any part of a shift occurs on a Saturday – shift loading of 50% of the employee's base salary for the entire shift;
- (d) where any part of a shift occurs on a Sunday – shift loading of 100% of the employee's base salary only for those hours that are on a Sunday and the applicable loading for the balance of the shift; and
- (e) where any part of a shift occurs on a public holiday, Easter Saturday or the first day after Boxing Day that would not otherwise be a public holiday – shift loading of 150% of the employee's base salary only for those hours that are on the public holiday with at least three hours of the shift to receive that loading, and the applicable loading for the balance of this shift. For the purposes of clause 39.6(e), Christmas Day is regarded as a public holiday even where there is a substitute day when Christmas Day falls on a weekend.

39.7 Where an employee works a night shift, weekend day shift or public holiday shift and the employee works through meal breaks, the employee will be paid an additional (crib) loading for that shift of 50% of the employee's base salary. Where during bandwidth hours an employee is directed to work through a meal break, the employee may apply for payment of the additional (crib) loading in respect of that shift.

39.8 The payment of a shift loading does not preclude the payment of overtime where an employee undertakes work outside his/her rostered hours with the CEO's prior approval.

39.9 Shift loadings will not count as salary for the purpose of calculating overtime payments or any other allowance based on salary.

Public holidays

39.10 Where an employee is subject to seven day rostering arrangements and a public holiday occurs on a rostered day off, the employee will be granted another day off, if practicable, within a month. If this is not practicable, the employee will be paid one day's pay at their base rate of pay.

Recreation leave

39.11 Employees will be paid shift loadings for periods of recreation leave. Employees will not be paid shift loadings for other periods of leave (including personal/carer's leave, compassionate/bereavement leave, paid miscellaneous leave, long service leave or parental leave) or where absent from work on a public holiday.

39.12 Employees who are shiftworkers (as defined in clause 39.1) will accrue additional recreation leave in accordance with clauses 50.14 and 50.15.

PART F ALLOWANCES

40 PAYMENT OF ALLOWANCES

- 40.1 Unless otherwise specified in this PART F, the rates for allowances covered in this PART F are detailed in Attachment 2.
- 40.2 All claims for allowances must be completed and submitted for approval within four weeks of completion of the duty, field trip etc, unless outside the employee's control.
- 40.3 Payment of claims will be made within four weeks of submission.
- 40.4 Rates for allowances will be as advised by relevant government agencies.
- 40.5 Should advice from relevant government agencies cease, Geoscience Australia will apply the Australian Taxation Office reasonable rates as varied from time to time.

41 OCCUPATIONAL HEALTH AND SAFETY ALLOWANCE

- 41.1 An employee will be paid an occupational health and safety allowance if they hold one or more of the following positions:
- (a) first aid officer;
 - (b) fire warden; and
 - (c) health and safety representative.
- 41.2 An employee will only be paid one occupational health and safety allowance regardless of whether they hold more than one of the positions listed in clause 41.1.
- 41.3 Occupational health and safety allowance will count as salary for all purposes.

42 MOTOR VEHICLE ALLOWANCE

- 42.1 In circumstances where the CEO considers that it will result in greater efficiency or involve less expense, the CEO may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with the highest rate published by the Australian Taxation Office.

43 FIELD WORK

- 43.1 This clause 43 applies to all Geoscience Australia employees performing Field Work.

Extra duty worked in the field

- 43.2 Time spent travelling between the employee's ordinary work location and the base from which they will perform Field Work:
- (a) will count towards the employee's ordinary hours of work; but
 - (b) will not count as duty for the purpose of calculating EDFa and accrual of Extra Duty Leave EDL.
- 43.3 Time spent travelling between the base and the location(s) at which the employee performs Field Work will count towards duty for the purpose of calculating EDFa and accrual of EDL.
- 43.4 For the purpose of clauses 43.2 and 43.3:
- (a) "base" is defined as the location at which employees are accommodated overnight (e.g. motel, field base camp) during the period of Field Work. Where employees undertake Field Work for only one day (i.e. no overnight

accommodation required), "base" is defined as the employee's ordinary work location (e.g. Geoscience Australia Building); and

(b) "travel" includes travelling by aircraft, ship, rail or road vehicle.

43.5 Employees performing Field Work, regardless of their actual field locality, will only be entitled to public holidays (clause 61.1) which apply at the employee's ordinary work location (e.g. ACT based field staff required to work in Queensland on Canberra Day would receive EDL for that duty, even though the duty was not carried out on a Queensland public holiday).

43.6 Employees working in the field will not be eligible to accumulate flex credits or TOIL.

Extra Duty in the Field Allowance (EDFA)

43.7 Employees at or below the APS 6 classification level will be paid EDFA at the rate of 1.6 times the employee's ordinary hourly rate of pay for all extra duty performed in the field up to a maximum weekly limit of 27 hours 30 minutes.

43.8 Employees above the APS 6 classification level will be paid EDFA at the rate of 1.6 times the hourly rate of pay for the maximum pay point for the APS 6 classification level for all extra duty performed in the field up to a maximum weekly limit of 27 hours 30 minutes.

Extra Duty Leave (EDL)

43.9 Where an employee works in the field on a public holiday (as defined in clause 61.1), the employee will accrue EDL for all hours worked up to a maximum of 7 hours 21 minutes.

43.10 Where an employee at or below the APS 6 classification level performs extra duty in the field in a week for more than 27 hours and 30 minutes, the employee will accrue EDL for the additional hours worked at the rate of 1.6 times the hours worked, up to a maximum of 29.4 hours (four days) EDL per week.

43.11 Where an employee above the APS 6 classification level performs extra duty in the field for more than 27 hours and 30 minutes in a week, the employee will accrue EDL for the additional hours worked at the rate of 1.6 times the hours worked up to a maximum of one day EDL per week.

43.12 Leave accrued as EDL will count towards an employee's accumulated recreation leave, and may be the subject of a direction to take leave under clause 50.8.

Worked examples of the application of field work provisions

43.13 For example, an APS 5 employee works 76 hours and 45 minutes in the field in a week, and spends a total of eight hours travelling (four hours each way) between their ordinary work location and the base from which they perform Field Work. The employee's entitlements in respect of the period of Field Work are as follows:

- (a) the employee is paid at their base rate of pay for the eight hours travelling time (see clause 43.2);
- (b) the employee is paid at their base rate of pay for the first 36 hours and 45 minutes of Field Work;
- (c) the employee is paid EDFA in respect of the first 27 hours and 30 minutes of extra duty performed in the field (see clause 43.7); and
- (d) the employee accrues EDL in relation to further extra duty performed. In this example a further 12 hours and 30 minutes is performed which would be credited as 20 hours EDL (see clause 43.10).

43.14 An EL1 employee works 76 hours and 45 minutes in the field in a week, and spends a total of eight hours travelling (four hours each way) between their ordinary work location and the base from which they perform Field Work. The employee's entitlements in respect of the period of field work are as follows:

- (a) the employee is paid at their base rate of pay for the eight hours travelling time (see clause 43.2);
- (b) the employee is considered to be on normal duty for the first 36 hours and 45 minutes of Field Work;
- (c) the employee is paid EDFA in respect of the first 27 hours and 30 minutes of extra duty at the hourly rate of pay for the maximum pay point for the APS 6 classification level (see clause 43.8); and
- (d) the employee accrues EDL in relation to a further 7 hours and 21 minutes (see clause 43.11).

Loading for shift work performed in the field

43.15 Where an employee is required to perform Field Work on a 24 hour rolling roster, the employee will be entitled to receive a loading in accordance with clause 43.16.

43.16 Where any part of a rostered shift performed in the field falls between the hours of 7.00 pm and 7.00 am or on a weekend or public holiday, the employee will be paid a loading of 15% of the employee's base salary for all hours worked on that shift.

Note: An employee performing Field Work will also be entitled to be paid any relevant EDFA or accrue EDL in respect of hours worked in addition to their ordinary hours (see clause 43) and to be paid other relevant field work allowances (see clause 44).

44 ALLOWANCES RELATED TO THE FIELD WORK ENVIRONMENT

Marine survey allowance

44.1 Employees performing duty in the field involving sea-going duties will be paid a marine survey allowance for each day or part-day they are working at sea aboard a vessel. marine survey allowance recognises the various discomforts of living and working at sea.

44.2 Marine survey allowance will only be paid after an employee's first 24 hour period at sea and is specified in Attachment 2.

Incidental travel allowance

44.3 Employees performing duty in the field involving sea-going duties will only be paid the incidentals allowance component of travel allowance for each day or part-day of the marine survey in accordance with the rates advised by relevant government agencies, to recognise incidental expenses associated with travelling.

Airborne survey allowance

44.4 Employees who conduct aerial surveys will, for each hour or part-hour where they fly in a plane conducting an airborne geophysical survey, be paid an airborne survey allowance.

44.5 Airborne survey allowance recognises the various discomforts associated with flying in a geophysical survey aircraft and is specified in Attachment 2.

Land survey allowance

44.6 Employees who participate in a land-based field survey will be paid a land survey allowance for each day of the survey on which he/she is required to camp out. Travel

allowance is not payable to an employee where the employee receives land survey allowance (see clause 48.8).

- 44.7 Land survey allowance recognises the various discomforts associated with camping out in remote or isolated country and is specified in Attachment 2.

Antarctic allowance

- 44.8 For the purposes of this allowance, the following definitions will apply:

"Antarctica" means the area south of the Antarctic Convergence and includes Macquarie Island.

"Antarctic Convergence" has the same meaning as in the Convention of Antarctic Marine Living Resources, as set out in the Schedule to the *Antarctic Marine Living Resources Conservation Act 1981*.

"Expedition" means an Australian expedition to Antarctica or an expedition to Antarctica approved by the CEO for the purposes of this clause.

"Expeditionary employee" means an employee who is directed by the CEO to undertake duties as a member of an official expedition and undertakes those duties.

"Period of duty" means the period beginning and ending on the specified days from the ports specified in an itinerary approved by the CEO.

"Specified day" means:

- (a) if the vessel sails from or docks in port at or before noon, that day; or
- (b) if the vessel sails from or docks in port after noon, the following day.

"Supernumerary employee" means an employee, other than an expeditionary employee, who is directed to travel to Antarctica with an expedition.

- 44.9 Where an employee is required to undertake duty in Antarctica, the employee will be paid an Antarctic allowance and is specified in Attachment 2.

- 44.10 An employee who officially performs the duties of second in charge shall be paid a second in charge allowance and is specified in Attachment 2.

- 44.11 Antarctic allowance applies only to land expeditions and overrides all other field allowances including EDFA.

- 44.12 While an employee is required to undertake duty in Antarctica, the employee will accrue an additional four weeks recreation leave per annum on a pro rata basis.

Insurance expenses

- 44.13 When an employee incurs an increased premium on their life insurance due to his/her directed work activities, the increase will be reimbursed on submission of a claim for reimbursement by the employee.

45 RESTRICTION DUTY

- 45.1 Restriction duty is where the CEO directs an employee to be contactable and available to perform extra duty outside of the employee's ordinary hours of duty.

- 45.2 Where an employee is so directed, payment will be subject to the restriction being imposed by the prior written direction of the CEO.

- 45.3 Payment for restriction duty is generally only available to employees at or below the APS 6 classification level. In exceptional circumstances, the CEO may authorise payment for restriction duty to employees above the APS 6 classification level. Any payment for those employees will be made at the salary rate equivalent to the top of the APS 6 classification level.

- 45.4 Where an employee is directed under clause 45.1, the employee will be paid an allowance equal to 10% of his/her hourly rate of salary (adjusted in accordance with clause 45.3 for employees above the APS 6 classification level) for each hour the employee is restricted.
- 45.5 No payment will be made to an employee for any period in which the employee does not remain contactable, or at the required degree of readiness to perform extra duty.
- 45.6 Where an employee is under restriction and is required to perform extra duty, the relevant overtime provisions will apply including, where relevant, reasonable travel time. Where the employee is required to perform extra duty, but is not required to be recalled to the workplace, the minimum period of payment will be one hour.
- 45.7 The allowance for restriction duty is not paid during any period that attracts an overtime payment.

46 LOSS OR DAMAGE TO PERSONAL EFFECTS

- 46.1 The CEO may approve reimbursement to an employee for reasonable loss or damage to clothing or personal effects that occurs in the course of the employee's work.

47 RELOCATION ASSISTANCE

- 47.1 The CEO will determine the extent of any financial assistance for relocation from one locality to another on promotion, engagement or movement between agencies or temporary assignment in excess of 12 months. Payment may be made for reasonable removal expenses. Reasonable removal expenses may include conveyance, temporary accommodation, education expenses, disturbance allowance and costs associated with the sale or purchase of a house.
- 47.2 Disturbance allowance may be paid, with prior approval, to reimburse employees for reasonable costs including telephone and utility reconnections and the transfer of motor vehicle registrations and licences that are incurred as a result of the employee's relocation. This allowance would generally only be paid to existing ongoing employees.

48 TRAVEL

Principles

- 48.1 Subject to the Chief Executive Instructions, the following principles apply in relation to employees undertaking official travel:
- (a) employees will not be out-of-pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred through travelling on official business; and
 - (b) in organising and approving official travel, Nominated Managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect the employee's ability to travel.
- 48.2 Official travel undertaken within the bandwidth specified at clause 20.4 is time on duty for the purposes of clauses 21 and 22. Employees may not count commuting time from their home to their ordinary work location (e.g. Geoscience Australia building) as duty.
- 48.3 Geoscience Australia will take all reasonable steps to minimise the requirement for employees to undertake official travel on weekends and public holidays. There will, however, be occasions when operational requirements will make it necessary for employees to undertake official travel on a weekend or public holiday.

48.4 Where employees are required to travel on a weekend or public holiday, or significant periods outside the bandwidth specified at clause 20.4, Nominated Managers will grant appropriate time off in lieu of that duty.

Overseas travel

48.5 Overseas travel including allowances and conditions of service will be in accordance with the Chief Executive Instructions.

48.6 Employees travelling overseas on Geoscience Australia business are entitled to Business Class travel where it is available.

48.7 Overseas travel entitlement rates applicable for the purpose of this Agreement shall be the Employment Conditions Abroad rates, as updated from time to time.

Domestic travel – general entitlements

48.8 Domestic travel entitlements will apply as specified in the Chief Executive Instructions and Geoscience Australia policy, except where that travel is covered by land survey allowance as specified in clauses 44.6 and 44.7.

48.9 Domestic travel entitlements do not apply to an employee who is travelling to a place of work in anticipation of a permanent transfer to that place of work and has been advised of such in writing. Relocation assistance in accordance with clause 47 will apply in these instances.

Domestic travel – entitlements for the first 21 days

48.10 An allowance in respect of meals and incidentals will be payable to an employee who is required to travel on official business, for the first 21 days in a locality, in advance wherever possible. These allowances are in addition to the cost of conveyance.

Domestic travel – entitlements after the first 21 days

48.11 Once an employee has resided in a locality, other than his/her normal locality, for a period of 21 days, the employee will be paid an allowance equal to the amount expended on accommodation (up to the maximum of the relevant accommodation component), meals and incidentals, or an amount which the CEO considers to be reasonable in the circumstances.

48.12 For the purposes of clause 48.11, the calculation of the first 21 days will include short absences, such as over a weekend, from the locality.

48.13 Where an employee is required by the CEO to be absent from his/her normal locality for more than 21 days, the CEO may approve the reimbursement of any reasonable continuing expenses at the employee's headquarters.

Part-day travel allowance

48.14 An employee who is required by the CEO to be absent from his/her normal workplace for more than ten hours, but not overnight, will be paid a part-day travel allowance specified in Attachment 2.

48.15 Payment of such allowance will be paid through the payroll system and be referred to as travel allowance.

48.16 For the purposes of clause 48.14, the employee's absence must be at a location that is at least 100 kms away from the employee's normal work location.

Equipment costs

48.17 When an employee incurs excess baggage charges as a result of travelling with required scientific equipment, reasonable charges will be reimbursed on submission of a claim.

Personal equipment allowance

- 48.18 Personal equipment allowance is an overseas travel entitlement payable to officers on short term missions (under six months) and is specified in Attachment 2.
- 48.19 An officer is not entitled to personal equipment allowance more than once in any three year period.
- 48.20 Personal equipment allowance will be included in the travel advance paid to first time travellers or on its three year anniversary for regular travellers.

49 REMOTE LOCALITIES

- 49.1 Where an employee (including any new employee) is:
- (a) required by Geoscience Australia to relocate to a remote locality on an ongoing basis or for a period of at least six months; or
 - (b) recruited (including by promotion or movement) by Geoscience Australia to a remote locality,
- the CEO will grant the employee a remote locality allowance as specified in Attachment 2 for the period in which the employee performs duties in the remote locality or another specified period.
- 49.2 For the purposes of clause 49.1 "remote locality" means Alice Springs or any other location determined by the CEO.

PART G LEAVE PROVISIONS

50 RECREATION LEAVE

- 50.1 All employees are entitled to 20 days recreation leave for each full year of service. Recreation leave will accrue on a fortnightly basis. Access to recreation leave is subject to approval of the CEO. Recreation leave may be taken at full or half pay. Recreation leave counts as service for all purposes.
- 50.2 Where an employee has taken more than a total of 14 calendar days of leave without pay not to count as service in the 12 months preceding the accrual date, that whole period of leave will not count towards the accrual of recreation leave.
- 50.3 A part-time employee will accrue a recreation leave credit on a pro rata basis of the full-time equivalent entitlement.
- 50.4 Where an employee takes recreation leave during which a public holiday or public holidays occur, the employee will be paid for the public holiday and the period of the public holiday will not be deducted from the employee's recreation leave credit.
- 50.5 Approved leave may be revoked by the CEO where operational situations arise that require the attendance of an employee. In such instances, the CEO will provide reasons in writing on request, explaining the decision within five working days.
- 50.6 Where an employee's approved leave has been cancelled by the CEO and the employee has incurred expenditure related to the previously approved leave, the employee will be entitled to reimbursement for any non-recoverable costs. This entitlement also applies to any additional expenses incurred as a result of a recall to duty from approved leave.

Excess accumulated recreation leave

- 50.7 Geoscience Australia and employees are both responsible for ensuring that an employee takes their recreation leave.
- 50.8 If an employee has in excess of 40 days accumulated recreation leave (including any EDL – see clause 43.12), Geoscience Australia may require the employee to take up to ten days recreation leave within three months after a direction is given. Geoscience Australia will not require an employee to take leave under this clause 50.8 where the employee has less than 50 days accumulated recreation leave (including any EDL) and is scheduled to take at least ten days recreation leave within the following three month period.

Purchased recreation leave scheme

- 50.9 An employee may elect to purchase up to eight weeks purchased leave per year, provided it is compatible with the operational requirements of his/her work area and has the approval of his/her Nominated Manager. Details for purchasing leave and taking purchased leave are in the ***Geoscience Australia Purchased Recreation Leave Policy***.
- 50.10 The employee's salary for superannuation purposes will continue to be his/her full-time salary.
- 50.11 Absences under the purchased leave scheme will count as service for all purposes.

Cashing out of recreation leave

- 50.12 The CEO and an employee may agree in writing for the employee to cash out the employee's recreation leave credits provided that the employee:

- (a) has taken at least three weeks of recreation leave in the previous 12 months; and
- (b) after the cashing out, the employee retains at least four weeks' accumulated recreation leave.

50.13 Where an employee's recreation leave is cashed out in accordance with clause 50.12, the employee will be paid the full amount that would have been payable to the employee had they taken the leave.

Additional recreation leave for shiftworkers

50.14 Employees who are shiftworkers as defined in clause 39.1 of this Agreement are entitled to an additional five days recreation leave each year.

50.15 Employees who are shiftworkers as defined in clause 39.1 of this Agreement who:

- (a) are required to undertake rostered weekend work; and
- (b) work more than ten Sunday shifts in a year,

will receive an additional 0.5 days recreation leave for each additional Sunday shift worked up to a maximum of 2.5 days additional leave each year. Additional recreation leave accrued under this clause 50.15 will be credited to the employee in the fortnight in which the employee works the additional Sunday shift.

51 PERSONAL/CARER'S LEAVE

Personal/carer's leave credits

- 51.1 Full-time ongoing employees will be credited with 18 days (that is 132.3 hours) of personal/carer's leave credits:
- (a) upon engagement by Geoscience Australia (including upon movement from another agency); and
 - (b) on each anniversary of the employee's engagement.
- 51.2 Part-time ongoing employees will be credited with a pro rata amount of personal/carer's leave credits in accordance with clause 51.1.
- 51.3 An employee receiving workers' compensation for more than 45 weeks will not be credited with personal/carer's leave in accordance with clause 51.1 accrue personal/carer's leave credits based on hours worked.
- 51.4 Non-ongoing employees during the first 12 months of employment will be allocated personal/carer's leave credits at the beginning of each month.
- 51.5 Non-ongoing employees employed for more than 12 months will be allocated personal/carer's leave credits on commencement of employment and on each anniversary of the commencement of employment.
- 51.6 All personal/carer's leave credits are to be expressed in hours and accrue without limit during the employee's period of employment with Geoscience Australia.
- 51.7 Where an employee has taken more than 14 calendar days of leave without pay not to count as service, that whole period of leave will not count towards the accrual of personal/carer's leave.
- 51.8 Subject to the availability of credits, an employee may be granted paid personal/carer's leave where he/she is unable to work for a reason specified in clause 51.13.
- 51.9 Personal/carer's leave cannot be converted to salary and cashed out on cessation or termination of employment.

- 51.10 Employees who have exhausted their personal/carer's leave entitlements and casual employees may be granted unpaid personal/carer's leave in accordance with section 102 and 103 of the *Fair Work Act 2009*. An employee may be granted additional unpaid personal/carer's leave, which does not count for service unless otherwise specified in this Agreement, where he/she is unable to work due to reasons as outlined in this section and the employee does not have any available personal/carer's leave credits.
- 51.11 Personal/carer's leave will be debited at the relevant full pay rate. If an employee takes at least ten working days personal/carer's leave, the CEO may approve a request from the employee for conversion of the period of personal/carer's leave to half pay.
- 51.12 Where any public holiday occurs while an employee is absent on paid personal/carer's leave, the period of the public holiday will not be deducted from the employee's personal/carer's leave credit.

Access to personal/carer's leave

- 51.13 The types of reasons that may be considered appropriate for the granting of personal/carer's leave are:
- (a) personal sickness or injury – subject to the limits specified in clauses 51.15, 51.20 and 51.18; or
 - (b) where the employee is required to care for a person who is a member of the Immediate Family or household, due to illness or injury or unexpected emergency of the person.
- 51.14 If a dispute arises over the application of personal/carer's leave for the reasons outlined in clause 51.13, the employee may access the procedures for settling disputes outlined in clause 10.

Documentary verification

- 51.15 Any employee who is absent on personal/carer's leave for more than three consecutive days or who has taken more than eight days' without documentary verification since the last anniversary of their engagement must produce documentary evidence to support the absence.
- 51.16 Where a manager believes that personal/carer's leave is being utilised inappropriately, he/she may inform an employee in writing that any future absences will require appropriate supporting documentation. The written advice should clearly indicate the period for which this requirement relates (e.g. the next three months) and must also state what supporting documentation will be considered appropriate.

Approval of personal/carer's leave

- 51.17 Where an employee fails to comply with his/her obligations under this section, the absence may be regarded as unauthorised and be without pay.
- 51.18 An employee is not entitled to personal/carer's leave in respect of any period for which the employee is receiving workers' compensation payments. Personal/carer's leave credits will be re-credited to an employee where workers' compensation payments are approved in respect of a period for which the employee was previously granted paid personal/carer's leave.
- 51.19 An employee who is ill or injured while on flex leave, recreation leave or long service leave and would not have been able to work as a result of the illness or injury for one day or more may, subject to the provision of a medical certificate which states the nature of the illness or injury, be granted personal/carer's leave for the period of the

illness or injury. Flex credits, recreation leave credits or long service leave credits for the period of approved personal/carer's leave will be re-credited to the employee.

51.20 All approved personal/carer's leave will be deducted from an employee's available credits.

51.21 An employee is unable to access paid personal/carer's leave while on paid maternity/adoption/foster/permanent care leave.

Invalidity

51.22 An employee will not have his or her employment terminated on invalidity grounds without his/her consent before his/her personal/carer's leave credits have been exhausted.

51.23 An employee who is terminated from the APS on the grounds of invalidity, and is subsequently re-appointed as a result of action taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal/carer's leave credits equal to the personal/carer's leave credits the employee had at the time of termination.

52 COMPASSIONATE/BEREAVEMENT LEAVE

52.1 In the event of a life threatening serious illness; injury; or death of a member of an employee's Immediate Family or household, the employee will be entitled to take three days compassionate/bereavement leave per occasion, without deduction from other leave credits in accordance with section 105 of the *Fair Work Act 2009*.

52.2 Casual employees are entitled to compassionate/bereavement leave in accordance with section 106 of the *Fair Work Act 2009*.

53 MISCELLANEOUS LEAVE

Miscellaneous leave with pay

53.1 Miscellaneous leave with pay may be granted by the CEO in accordance with the ***Geoscience Australia Miscellaneous Leave Policy*** and in the following (non-exhaustive) circumstances:

- (a) examinations for approved students;
- (b) Defence Force requirements (see clauses 53.5 to 53.13);
- (c) community service activities (see clauses 53.14 and 53.15);
- (d) participation in major international sporting events;
- (e) cultural, ceremonial duties and NAIDOC leave;
- (f) moving house;
- (g) employee's graduation;
- (h) property emergencies;
- (i) funerals;
- (j) bus strikes or vehicle breakdowns where it is not possible for the employee to attend work; or
- (k) natural disasters where the employee is directly affected and consequently is unable to attend work.

53.2 Where miscellaneous leave with pay is not granted under clause 53.1, the CEO, or their delegate, will provide reasons in writing on request explaining the decision within five working days.

- 53.3 Employees may be eligible for war service sick leave while unfit for duty because of a war caused condition or defence-caused condition as determined under the *Veteran's Entitlement Act 1986*.
- 53.4 Employees who are war veterans will accrue two separate credits of paid war service sick leave:
- (a) Special credit – nine weeks war service sick leave credited on commencement with the APS following eligible military service; and
 - (b) Annual credit – three weeks annual credit on commencement and again following each 12 months of service. Unused credits accumulate up to a maximum credit balance of nine weeks. This credit cannot be accessed until the special credit has been exhausted.

Defence reserve leave

- 53.5 An employee may be granted leave (with or without pay) to enable the employee to fulfill Australian Defence Force (ADF) reserve and Continuous Full Time Service (CFTS) or cadet force obligations.
- Note: The entitlement to leave for reserve service is prescribed under the Defence Reserve Service (Protection) Act 2001.*
- 53.6 An employee is entitled to ADF reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF reserve. These purposes include training and operational duty as required.
- 53.7 During the employee's first year of ADF reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF reserve training, including induction requirements.
- 53.8 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF reserves.
- 53.9 Employees are not required to pay their tax free ADF reserve salary to Geoscience Australia in any circumstances.
- 53.10 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 53.11 Defence reserve leave counts as service for all purposes, except for periods of unpaid leave in excess of six months which will not count as service for recreation leave purposes.
- 53.12 Eligible employees may also apply for recreation leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF reserve, CFTS or Cadet Force obligations.
- 53.13 Employees are to notify supervisors at the earliest opportunity once the dates for ADF reserve, CFTS or Cadet Force activities are known and/or changed.

Community service volunteer leave

- 53.14 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;

- (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

53.15 "Eligible community service activity" has the meaning given by section 109 of the *Fair Work Act 2009*.

Miscellaneous leave without payleave

53.16 Miscellaneous leave without pay may be granted by the CEO in accordance with the ***Geoscience Australia Miscellaneous Leave Policy*** and in the following (non-exhaustive) circumstances:

- (a) full-time study commitments;
- (b) employee accompanying a spouse on a posting;
- (c) non-APS employment or work in the interests of the Commonwealth; or
- (d) for other purposes where other types of paid leave have been exhausted or miscellaneous leave with pay has not been granted.

53.17 Where miscellaneous leave without pay is denied in respect of clause 53.14, the Nominated Manager will provide reasons in writing on request, explaining the decision within five working days.

53.18 Except for miscellaneous leave without pay taken for full-time study commitments of approved students, which will count for long service leave purposes, all other miscellaneous leave without pay will not count for service, but will not break continuity of service.

54 UNAUTHORISED ABSENCES

54.1 Where an employee is absent from duty without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement, including flextime, will cease to be available to the employee until he/she resumes duty, or is granted leave.

55 LONG SERVICE LEAVEleave

55.1 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.

55.2 The minimum period of long service leave that may be taken is seven calendar days.

55.3 Periods of long service leave cannot be broken with recreation leave, except as otherwise provided by legislation.

56 MATERNITY LEAVE leave

56.1 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.

56.2 An employee eligible for paid maternity leave may elect to take her paid maternity leave entitlements at full or half pay.

56.3 Employees eligible to receive paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* may take an additional two weeks leave for maternity purposes, to be known as Geoscience Australia additional maternity leave. This additional leave may be taken at either full or half pay.

56.4 Where the employee elects to take maternity leave at half pay, only half of the period will count as service for all purposes.

57 ADOPTION/FOSTER/PERMANENT CARE LEAVE

- 57.1 Adoption/foster/permanent care leave is available to employees who have completed at least 12 months' continuous service as per the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 57.2 Fourteen weeks paid adoption/foster/permanent care leave will be available to an employee who is the primary caregiver to an Adopted Child, Foster Child or Permanent Care Child, and may be taken at either full or half pay. An employee who has previously taken a period of paid adoption/foster/permanent care leave in respect of a child will not be entitled to any further period of paid adoption/foster/permanent care leave in respect of that child.
- 57.3 Unless otherwise approved by the CEO, a period of adoption/foster/permanent care leave will commence from the day on which the Adopted Child, Foster Child or Permanent Care Child is placed with the employee.
- 57.4 Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes.

58 SUPPORTING PARTNER LEAVE

- 58.1 Six weeks paid supporting partner leave will be available to employees who have completed at least 12 months' continuous service as per the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 58.2 Employees with less than 12 months' continuous service as per the *Maternity Leave (Commonwealth Employees) Act 1973* can access two weeks paid and up to four weeks unpaid supporting partner leave.
- 58.3 Supporting partner leave is available to the supporting partner around:
- (a) the birth of the employee's or their partner's child; or
 - (b) the placement of an Adopted Child or Foster Child,
- and may be taken at either full or half pay.
- 58.4 Unless otherwise approved by the CEO, supporting partner leave must be taken in blocks of at least two weeks, and must:
- (a) in the case of the birth of the employee's or their partner's child – commence no earlier than six weeks before the expected date of confinement and no later than six months after the birth of the child;
 - (b) in the case of the placement of an Adopted Child or Foster Child – commence no earlier than the day on which the child is placed with the employee and no later than six months after that day.
- 58.5 Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes.

59 MISCELLANEOUS (UNPAID) PARENTAL LEAVE

- 59.1 An employee who is the primary care giver to a child (whether a child of the employee or the employee's spouse or an Adopted Child or Foster Child placed with the employee) will be entitled to up to 12 months' unpaid parental leave.
- 59.2 The period of unpaid parental leave under clause 59.1 is in addition to any paid parental leave provided under this Agreement.
- 59.3 An employee may request an extension of the period of unpaid parental leave for a further period of up to 12 months in accordance with the NES.

59.4 Miscellaneous parental leave does not count as service for any purpose, but does not break continuity of service.

59.5 Nothing in this Agreement affects an employee's entitlements to paid or unpaid parental leave (however described) under Commonwealth legislation, including the *Fair Work Act 2009*, the *Maternity Leave (Commonwealth Employees) Act 1973* and *Parental Leave Act 2010*.

60 RETURN TO WORK FOLLOWING PARENTAL LEAVE

60.1 Upon returning to work following a period of maternity/adoption/foster/permanent care leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave duties; or
- (b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, Geoscience Australia will seek to redeploy the employee in accordance with clause 70.

60.2 For the purposes of this clause 60, "pre-parental leave duties" means the duties the employee performed:

- (a) if the employee was moved to safe duties because of her pregnancy – immediately before the move; or
- (b) if the employee began working part-time because of her pregnancy – immediately before the part-time employment began; or
- (c) otherwise – immediately before the employee commenced maternity or parental leave.

61 PUBLIC HOLIDAYS

61.1 Employees will be entitled to the following public holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) the Queen's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (g) Christmas Day (25 December);
- (h) Boxing Day (26 December);
- (i) 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 from counting as a public holiday.

61.2 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.

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

- 61.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 61.5 Where a public holiday falls during a period when an employee is absent on leave (other than recreation leave or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

62 CHRISTMAS CLOSEDOWN DAYS

- 62.1 Employees will be provided with time off for the ordinary working days between Christmas Day and New Year's Day and the first ordinary working day after New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave at half pay, payment is at half pay).
- 62.2 There will be no deduction from recreation leave or personal/carer's leave credits for the closedown days.

63 PORTABILITY

- 63.1 Where an employee moves (including a promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued recreation leave and personal/carer's leave (however described) will be recognised, provided there is not more than two months break in continuity of service.
- 63.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued recreation leave and personal/carer's leave (however described) will be recognised.
- 63.3 For the purposes of this clause:
- (a) 'APS employee' has the same meaning as the PS Act; and
 - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

PART H PEOPLE MANAGEMENT AND DEVELOPMENT

64 PEOPLE, PERFORMANCE AND DEVELOPMENT FRAMEWORK

- 64.1 The People, Performance and Development Framework (PPDF) incorporates processes of planning, monitoring, reviewing, improving and where appropriate recognising the performance of employees.
- 64.2 The PPDF also aims to develop leadership standards and practices throughout Geoscience Australia and provide career planning and learning and development opportunities for all employees.
- 64.3 The PPDF will facilitate discussions between Nominated Managers and employees to establish and define individual performance expectations that align with the goals of the section/team, Division/Branch and Geoscience Australia.
- 64.4 The PPDF aims to:
- (a) foster a culture that supports active performance management and high performance based on valid quantitative and qualitative measures;
 - (b) ensure that employees and Nominated Managers agree on and commit to individual and team initiatives with a balanced focus on achieving both key outcomes and demonstration of key behaviours;
 - (c) provide a mechanism for regular two-way (and as applicable multi-rater) feedback on performance throughout the performance cycle;
 - (d) promote ownership and engagement by demonstrating how individual work activities contribute to Geoscience Australia's objectives;
 - (e) provide centralised access to information to drive continuity, accountability and transparency throughout Geoscience Australia;
 - (f) implement a fair, timely, and transparent process for managing any identified underperformance and/or development requirements; and
 - (g) contribute to the ongoing development of employees and recognise that opportunities for learning and career development are a matter of joint responsibility between the employee and manager.
- 64.5 All employees will be required to participate in the PPDF and complete a Performance Development Plan (PDP), except non-ongoing employees engaged for a period of less than six continuous months.
- 64.6 All employees will receive a performance rating at the end of the cycle which will reflect individual performance related to key accountabilities and outcomes and observable behaviours.
- 64.7 Performance ratings to be used in assessing employee performance against the agreed outputs of their PDP are as follows:
- (a) **Exceptional** – Performance noticeably exceeded position requirements and agreed expectations and the employee has made a unique and unusual contribution to the achievement of Agency objectives.
 - (b) **Superior** – Performance consistently exceeded position requirements and agreed expectations.
 - (c) **Fully Effective** – Performance consistently met position requirements and agreed expectations.

- (d) **Requires Development** – Performance did not consistently meet position requirements and agreed expectations but may meet requirements with development.
- (e) **Unsatisfactory Performance** – Performance was below position requirements and agreed expectations in essential areas of responsibility, with key goals and objectives missed.

Timing

- 64.8 Nominated Managers and employees will agree and establish a PDP within six weeks of the commencement of the cycle, or six weeks of commencement of employment.
- 64.9 The PPDF will operate as an annual cycle from 1 July each year to 30 June the following year with at least one mid-cycle and one end-of-cycle performance review discussion.
- 64.10 These formal discussions will be supported by regular informal performance feedback as well as discussions covering topics such as employee development, career planning, leadership development, and work-life balance.
- 64.11 Where an employee is eligible for a pay point progression in accordance with clause 30.1, the progression will be processed in the first full pay period in August and apply from 1 July of that year.
- 64.12 Where an employee receives a rating of “Requires Development”, or does not meet the requirement for six months service as outlined at clause 30.1(a), pay point progression may be deferred by three months. At the conclusion of the deferral period, pay point progression will be approved where the employee has demonstrated performance such that the employee meets the eligibility criteria in accordance with clause 30.1. Pay point progression following a deferral period will be processed in the first full pay period in November and apply from 1 October of that year.
- 64.13 Where pay point progression is deferred in accordance with clause 64.12 and performance does not enable a “Fully Effective” rating by 30 September of that year, pay point progression will be denied.
- 64.14 The implementation of this clause 64 will be in accordance with the *People, Performance and Development Framework* policy and procedures.

65 FAIRNESS IN MANAGING UNDERPERFORMANCE

- 65.1 Underperformance is identified when a manager makes an assessment that an employee’s performance is unsatisfactory, and this is notified to the employee. The relevant guide is the ***Managing Underperformance Guide***.
- 65.2 Where underperformance and/or development needs are identified they will be promptly documented and communicated to the employee. Geoscience Australia will work with the affected employee and their managers to attain and sustain the standards required.
- 65.3 Geoscience Australia will have regard to the following principles during any underperformance process:
 - (a) streamlined and efficient processes;
 - (b) working with the employee to restore performance of the employee to an acceptable level;
 - (c) natural justice and procedural fairness;
 - (d) learning and development assistance for improving performance;

- (e) active performance management as an integral part of the workplace culture; and
- (f) position requirements and expectations are clearly defined and understood and are appropriate to the classification.

Performance Improvement Plans

- 65.4 Where day to day monitoring and feedback does not improve performance to the required level, or an employee has been rated as unsatisfactory at the end of a performance cycle, the Nominated Manager should immediately contact Human Resources who will assist them to develop the required Performance Improvement Plan (PIP).
- 65.5 Any decision on action arising as a result of underperformance will not be made until the employee has been advised in writing of the proposed action and has had a reasonable opportunity to respond.

66 STUDY ASSISTANCE

- 66.1 Study assistance provides employees with access to paid time off work to undertake formal studies that link to the achievement of Geoscience Australia's corporate goals.
- 66.2 Approval of study assistance will be subject to the **Geoscience Australia Study Assistance Guidelines** and to the employee and his/her Nominated Manager discussing the arrangement in the context of the individual workplace and the organisation's planned outputs.

67 EMPLOYEE ASSISTANCE SCHEME

- 67.1 Geoscience Australia provides access to an employee assistance scheme at no cost to employees. A confidential, professional counselling service is available to employees and their families to help resolve personal and work-related problems.

68 WORK HEALTH AND SAFETY AND REHABILITATION

- 68.1 Geoscience Australia and its employees agree that they will strive to promote and maintain a safe workplace and work environment, one that is free from bullying, harassment, excessive workload and unsafe hours.
- 68.2 Geoscience Australia will take all reasonable and practical steps to monitor the health and safety of its employees at work and the condition of the workplaces which are under Geoscience Australia's control. Geoscience Australia will provide ongoing training to all employees, including the induction of new employees in basic occupational health and safety principles.
- 68.3 All employees agree to work in accordance with Geoscience Australia's health and safety policies, safety procedures and requirements and to cooperate to the extent necessary to enable Geoscience Australia to meet its duty of care requirements.
- 68.4 Geoscience Australia will continue to promote programs focussing on health and well-being. Employees unavailable to attend programs at scheduled times will be given an opportunity to participate by other means. Part-time employees or shiftworkers attending a session outside of their normal hours will have the time recognised as paid time.
- 68.5 Geoscience Australia is committed to discharging its duty of care obligations through a structured system compliant with prevailing legislation and relevant codes of practice including:
 - (a) regularly reviewed Health and Safety Management Arrangements;

- (b) occupational Health and Safety Committee;
- (c) access for employee representatives to designated work groups and health and safety representatives lists;
- (d) appropriate access to training, facilities and induction;
- (e) health and well being programs; and
- (f) appropriate paid time in normal working hours for health and safety representatives to discharge their duties.

68.6 In the event of a dispute arising over the application or interpretation of policies, procedures and guidelines relating to this clause 68, employees may access the procedures for settling disputes outlined in clause 10.

69 CHILDCARE

69.1 Geoscience Australia will conduct a childcare feasibility study and subject to the viability of the study, develop a business case. It will incorporate the options to operate or contract services for childcare on or off site.

PART I CESSATION OF EMPLOYMENT

70 REDEPLOYMENT AND REDUNDANCY

General

- 70.1 These provisions apply only to ongoing APS employees. They do not apply to employees on probation or non-ongoing employees.
- 70.2 An employee is an excess employee if:
- (a) the employee is included in a class of employees employed in Geoscience Australia, which class comprises a greater number of employees than is necessary for the efficient and economical working of Geoscience Australia;
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Geoscience Australia or structural or other changes in the nature, extent or organisation of the functions of Geoscience 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 the CEO has determined that these provisions will apply to that employee.
- 70.3 Geoscience Australia will manage the redeployment of excess employees under this clause 70 in a manner consistent with the *APS Redeployment Policy* (as amended from time to time).

Consultation process

- 70.4 When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee of the situation, in writing.
- 70.5 The CEO will hold discussions with the employee, and/or where they choose, the employee's nominated representative, to consider:
- (a) reasons for the excess employee's situation and the method used to determine excess employees;
 - (b) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;
 - (c) job swap opportunities at level;
 - (d) referral to an appropriate employment agency; and
 - (e) whether voluntary retrenchment might be appropriate.
- 70.6 Where 15 or more employees are likely to become excess the CEO will comply with the relevant provisions of Division 2 of Part 3-6 of the *Fair Work Act 2009*.
- 70.7 The CEO may, prior to the conclusion of these discussions, invite employees, who are not excess employees, to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- 70.8 The CEO will not involuntarily terminate an excess employee where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
- 70.9 The CEO will then identify the employees who are excess to Geoscience Australia's requirements and advise those employees in writing that they are excess to Geoscience Australia's requirements.

70.10 Where the employee and/or the employee's representative has not responded to, or declined to discuss the matter within one calendar month after the CEO has advised the employee under clause 70.4 that he/she is likely to become excess, then he/she may proceed to identify the employee as excess to requirements, under clause 70.9.

70.11 The CEO will then establish, through consultation with the identified employees, which of them want to be offered voluntary retrenchment immediately and which employees seek redeployment. An employee seeking redeployment will be advised in writing that he/she is excess (if this has not already occurred) and immediately be referred to an appropriate employment agency for redeployment assistance.

70.12 The CEO will take all reasonable steps, consistent with the interests of the efficient administration of Geoscience Australia, to transfer an excess employee to a suitable vacancy at the same level within Geoscience Australia.

Voluntary retrenchment

70.13 Where the CEO invites an excess employee to accept voluntary retrenchment, the employee will have one calendar month in which to accept the offer. Where the offer is accepted the CEO will not give notice of termination before the end of that period, without the agreement of the employee.

70.14 Within that month an employee invited to accept voluntary retrenchment will be given information on the:

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

70.15 An employee invited to accept voluntary retrenchment is entitled to reimbursement or payment of fees for professional financial advice up to a maximum of \$500 plus GST.

70.16 The CEO may make an offer of voluntary retrenchment to an excess employee within two months of referral to an appropriate employment agency and, if not already made, will make an offer at the end of that two month period to an employee who has not yet been redeployed.

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

70.18 An excess employee who declines an offer of voluntary retrenchment or who does not accept the offer within the one calendar month period will immediately be referred to an appropriate employment agency for redeployment assistance.

Period of notice

70.19 Where the excess employee agrees to be voluntarily retrenched, the CEO may retrench the employee by giving the required period of notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years of continuous service).

70.20 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in clause 70.19 for the unexpired portion of the notice period.

Severance benefit

70.21 An employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are excess to requirements' is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of

service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

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

70.23 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 and the employee has less than 24 years full-time eligible service, subject to any minimum amount the employee is entitled to under the NES.

70.24 Service for severance purposes means:

- (a) service in Geoscience Australia;
- (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- (f) service in another organisation where:
 - (i) an employee was transferred from the APS to that organisation 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 the APS; and
 - (iii) such service is recognised for long service leave purposes.

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

- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

70.26 Any period of service which ceased:

- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - (ii) non-performance, or unsatisfactory performance of duties;
 - (iii) inability to perform duties because of physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under subsection 22(6) of the PS Act; or
 - (vi) a breach of the Code of Conduct.

- (b) on a ground equivalent to a ground listed in subparagraph 6(a) above under the repealed *Public Service Act 1922*;
- (c) through voluntary termination at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment, or an employer - financed termination benefit,

will not count as service for severance pay purposes.

70.27 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of payment – severance benefit

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

- (a) the employee's salary at their substantive classification level; or
- (b) the salary of a higher classification level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
- (c) other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for discomforts associated with the performance of duty.

Retention periods

70.29 Unless the employee agrees, the employment of an excess employee who does not accept an offer of a voluntary retrenchment will not be terminated under section 29 of the PS Act until the following applicable retention period has elapsed:

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

70.30 If an employee is entitled to a redundancy payment under the NES, the retention period specified at clause 70.29 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

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

- (a) the day the employee is advised in writing by the CEO that he/she is an excess employee under clauses 70.4 and 70.9; or
- (b) one calendar month after the day on which the CEO invites the employee to accept voluntary retrenchment under clause 70.13.

70.32 The retention period will be extended by any periods of certified personal illness or personal injury related to personal/carer's leave taken during the retention period, up to a maximum period of 26 weeks during the retention period.

70.33 During the retention period the CEO:

- (a) will continue to take reasonable steps to find alternative employment for the excess employee;
- (b) may, with four weeks notice, transfer the excess employee to a job with a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at

the previous higher classification level for the balance of the retention period;
and

- (c) will consider the claims of Geoscience Australia excess employees in isolation prior to any selection process for positions at or below level.

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

70.35 An excess employee required to move his/her household to a new locality as a result of a transfer or reduction in classification will be entitled to reasonable expenses to facilitate the move.

70.36 Where:

- (a) an excess employee has been receiving redeployment assistance from an appropriate employment agency for two months; and
- (b) an appropriate employment agency certifies that there is no reasonable prospect of redeployment in the APS; and
- (c) the CEO is satisfied that there is insufficient productive work available for the employee within Geoscience Australia during the remainder of his/her retention period;

then the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act, and pay the balance of the retention period (as shortened for the NES under clause 70.30) as a lump sum and this payment will be taken to have included the payment in lieu of notice of termination, plus the employee's NES entitlement to redundancy pay.

70.37 Where an employee is reduced in classification before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. These payments will include:

- (a) the higher salary where an employee has been on temporary assignment at a higher level for more than 12 months continuously and the temporary assignment would have continued except for the excess situation; and
- (b) other allowances or loadings, not including discomfort or reimbursement payments, in the nature of salary which are paid during periods of leave and on a regular basis.

Termination following the retention period

70.38 Subject to clause 70.11 and 70.12, the CEO may terminate under section 29 of the PS Act, an excess employee's employment at the end of the retention period.

70.39 An excess employee's employment will not be terminated if the employee has not been invited to accept an offer of voluntary retrenchment, or has elected to be retrenched but the CEO has refused to approve it.

70.40 An excess employee's employment will not be terminated without him/her being given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service, or any employee with 20 years or more service) of termination, or payment in lieu of notice. Wherever possible this notice period will be concurrent with the retention period.

70.41 Payments of severance benefit under clause 70.21 do not apply to employees whose employment is terminated following the retention period.

71 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

- 71.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
 - other Commonwealth laws (including the Constitution); and
 - at common law.
- 71.2 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes, as addressed in clause 10 of this Agreement.
- 71.3 Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the *Fair Work Act 2009*, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Code of Conduct under section 15 of the PS Act.

72 RESIGNATION

- 72.1 Employees must provide two weeks written notice of their intention to resign to their Nominated Manager.
- 72.2 Where an employee ceases duty in the APS, he/she will receive payment in lieu, calculated at the employee's final rate of salary, for any unused recreation leave, long service leave and EDL credits.

73 PAYMENT ON DEATH

- 73.1 Where an employee dies, the CEO will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment as if the employee had resigned or retired. Long service leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 73.2 Where the date of death is not known, the CEO may direct that an employee shall be presumed to have died on a particular date, and the provisions of clause 70.1 will then apply.
- 73.3 Payment of an amount authorised by the CEO under clause 70.1 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee, or such other person as the law requires in the jurisdiction pertaining to the former employee.
- 73.4 On the death of an employee, any monies owing to the Geoscience Australia as a result of advanced recreation leave credits and travel allowance will be waived.

ATTACHMENT 1 - SALARY

1 SALARY RATES

Table 1: Salary rates

| | 1 | 2 | 3 |
|---------------------|--------------|-------------|-------------|
| | Commencement | 1 July 2012 | 1 July 2013 |
| APS 1.1 | \$35,805 | \$36,879 | \$37,985 |
| APS 1.2 | \$38,844 | \$40,010 | \$41,210 |
| | Soft barrier | | |
| APS 2.1 | \$44,393 | \$45,725 | \$47,097 |
| APS 2.2 | \$47,436 | \$48,859 | \$50,324 |
| | Soft barrier | | |
| APS 3.1 | \$50,573 | \$52,090 | \$53,653 |
| APS 3.2 | \$53,766 | \$55,379 | \$57,040 |
| | Soft barrier | | |
| APS 4.1 | \$56,959 | \$58,668 | \$60,428 |
| APS 4.2 | \$59,996 | \$61,796 | \$63,650 |
| APS 4.3 | \$62,668 | \$64,548 | \$66,485 |
| | Soft barrier | | |
| APS 5.1 | \$63,448 | \$65,351 | \$67,312 |
| APS 5.2 | \$66,948 | \$68,956 | \$71,025 |
| APS 5.3 | \$70,449 | \$72,562 | \$74,739 |
| | Soft barrier | | |
| APS 6.1 | \$73,588 | \$75,796 | \$78,070 |
| APS 6.2 | \$76,633 | \$78,932 | \$81,300 |
| APS 6.3 | \$80,908 | \$83,335 | \$85,835 |
| APS 6.4 | \$85,181 | \$87,736 | \$90,369 |
| Hard Barrier | | | |
| EL 1.1 | \$88,580 | \$91,237 | \$93,974 |
| EL 1.2 | \$91,645 | \$94,394 | \$97,226 |
| EL 1.3 | \$94,350 | \$97,181 | \$100,096 |
| EL 1.4 | \$96,775 | \$99,678 | \$102,669 |
| EL 1.5 | \$100,132 | \$103,136 | \$106,230 |
| Hard Barrier | | | |
| EL 2.1 | \$105,266 | \$108,424 | \$111,677 |
| EL 2.2 | \$111,091 | \$114,423 | \$117,856 |
| EL 2.3 | \$116,915 | \$120,423 | \$124,035 |
| EL 2.4 | \$122,872 | \$126,558 | \$130,354 |
| EL 2.5 | \$128,565 | \$132,422 | \$136,394 |
| EL 2.6 | \$134,393 | \$138,425 | \$142,578 |
| Hard Barrier | | | |
| EL 2.7 | \$136,379 | \$140,471 | \$144,685 |

Table 2: GA Graduate Broadband

| | | 1 | 2 | 3 |
|--------------------------|----------|--------------|-----------|-----------|
| | | Commencement | 01-Jul-12 | 01-Jul-13 |
| GA Graduate Broadband | APS 4 | \$56,959 | \$58,668 | \$60,428 |
| | | \$59,996 | \$61,796 | \$63,650 |
| | | \$62,668 | \$64,548 | \$66,485 |
| | APS 5 | Soft barrier | | |
| | | \$63,448 | \$65,351 | \$67,312 |
| | | \$66,948 | \$68,956 | \$71,025 |
| | \$70,449 | \$72,562 | \$74,739 | |

2 TRANSLATION OF SALARIES UPON COMMENCEMENT OF THE AGREEMENT

General

- 2.1 For the purpose of this clause 2, an employee's "current salary" is the salary that was payable to the employee in respect of their substantive classification level immediately prior to the commencement of this Agreement. To avoid doubt:
- where an employee's "current salary" is adjusted in accordance with the merit level advancement provisions of the *Geoscience Australia Union Collective Agreement 2009 – 2011* with effect from 1 July 2011, the adjusted salary will be the employee's "current salary" for the purposes of this clause 2; and
 - where, immediately before the commencement of this Agreement, an employee's salary was supplemented by a supplementary arrangement made under clause 9 of the *Geoscience Australia Union Collective Agreement 2009 – 2011*, the supplemented salary will be the employee's "current salary" for the purposes of this clause 2.

Employees with a current salary below the minimum pay point for their classification level

- 2.2 Where the employee's current salary is below the minimum pay point for their classification level specified in Column 1 of Table 1, the employee's salary upon commencement of this Agreement will be set at the minimum pay point for their classification level specified in Column 1 of Table 1.

Employees with a current salary below the maximum pay point for their classification level

- 2.3 Where the employee's current salary does not translate directly to a pay point in Table 1, the employee's salary upon commencement of this Agreement will be the next highest available pay point within their substantive classification level as specified in Column 1 of Table 1.

Employees with a current salary above the maximum pay point for their classification level

- 2.4 Where the employee's current salary exceeds the maximum pay point for their classification level specified in Column 1 of Table 1, the employee will be maintained on their current salary until such time as that salary is overtaken by salary increases under clause 29.2.

ATTACHMENT 2 - ALLOWANCE RATES

| Refer to Clause | Allowance | Frequency of payment | Rate | | | |
|-----------------|---|----------------------|---------------------|--|---------------------------------------|---------------------------------------|
| | | | Before commencement | From commencement | From 1 July 2012 | From 1 July 2013 |
| 44.10 | 2nd in charge allowance | Annual | \$5,710.85 | \$5,882.18 | \$6,058.64 | \$6,240.40 |
| 44.4 | Airborne survey allowance | Hourly | \$14.75 | \$15.19 | \$15.65 | \$16.12 |
| 44.8 | Antarctic allowance | Annual | \$48,311.83 | \$49,761.18 | \$51,254.02 | \$52,791.64 |
| 48.18 | Personal equipment allowance travelling less than 6 months for travel to: | | | | | |
| | New Zealand; | | \$124.38 | \$128.11 | \$131.95 | \$135.91 |
| | Other location | | \$243.36 | \$250.66 | \$258.18 | \$265.93 |
| 44.6 | Land survey allowance | Daily | \$73.17 | \$75.37 | \$77.63 | \$79.95 |
| 44.1 | Marine survey allowance | Daily | \$15.81 | \$16.28 | \$16.77 | \$17.28 |
| 41 | Occupational health and safety allowance (previously fire warden's and first aid allowance) | Fortnightly | \$22.84 | \$23.53 | \$24.23 | \$24.96 |
| 48.14 | Part-day travel allowance | Daily | - | \$60.00 | \$62 | \$64 |
| 49 | Remote locality allowance | Annual | - | \$11,064 (with dependants) or \$7,745 (Without dependants) | \$11,396 (with dependants) or \$7,977 | \$11,738 (with dependants) or \$8,217 |

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