

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Geoscience Australia

ENTERPRISE AGREEMENT

2019-2022

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PART A INTRODUCTION

1 TITLE

- 1.1 This agreement will be known as the *Geoscience Australia Enterprise Agreement 2019-2022*.

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 2019-2022

“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 their delegate, or authorised person.

“EDFA” means Extra Duty in the Field Allowance.

“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 being directed to work away from the employee's ordinary work location, often in rural or remote areas of Australia and also overseas, to perform land-based, sea-going or airborne field operations.

“Field Area” means the area in which field work is to be undertaken.

“Flextime” 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.

“FWC” stands for Fair Work Commission.

“GA” stands for Geoscience Australia.

“Immediate Family” means a spouse (or former spouse), de-facto partner (or former de facto partner), parent, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half-brother, half-sister, child, Adopted Child, Foster Child, and including the child, parent, grandparent, grandchild or sibling of the employee or the employee’s spouse or de facto partner (or former spouse or de facto) 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*.

“PDP” stands for Performance Development Plan and is outlined at clause 60.1.

"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 64.17 to 64.20).

"Shiftworker" has the meaning given in clause 33.1.

"Supervisor" means the person nominated by the CEO to whom the employee reports regarding work arrangements and their PDP and learning agreement.

"Unexpected Emergency" means an unforeseen occurrence; a sudden and urgent occasion for action.

"WHS Act" means the *Work Health and Safety Act 2011*, as amended from time to time, or its successor.

3. FORMAL ACCEPTANCE OF THIS AGREEMENT

3.1 This agreement is made under section 172 of the Fair Work Act 2009.

Employer

Signed by the CEO of Geoscience Australia

Signed 

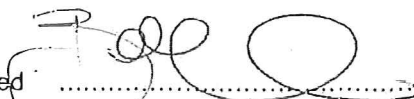
Name Dr James Johnson

CEO, Geoscience Australia, GPO Box 383, Canberra, ACT 2601

Date 8/4/19


Employee Representatives

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

Signed  4/4/2019,

Name Beth Vincent-Pietsch, Deputy Secretary

Community and Public Sector Union, 1/40 Brisbane Avenue Barton ACT 2600

Date Signed 

Name Dale Beasley, Director ACT Branch and Australian Government Group

Professionals Australia, 4/7 Napier Close, Deakin, ACT, 2600

Date 03/04/2019

Signed 

Name Robyn Fortescue Assistant Secretary

AMWU, 133 Parramatta Road, Granville NSW, 2142

Date 5/4/2019

Signed 

Name Adam Bailey, Employee Representative

Geoscience Australia, GPO Box 383, Canberra, ACT 2601

Date 8/4/2019

Signed 

Name Philip Main, Employee Representative

Geoscience Australia, GPO Box 383, Canberra, ACT 2601

Date 8/4/2019

PART B TECHNICAL MATTERS

4 COVERAGE

- 4.1 This agreement is made under section 172 of the *Fair Work Act 2009*. The agreement covers:
- a. the CEO (on behalf of the Commonwealth); and
 - b. employees of Geoscience Australia (except employees who are part of the Senior Executive Service).
- 4.2 GA 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.
- 4.3 Subject to a decision of the Fair Work Commission following notice in accordance with section 183 of the *Fair Work Act*, the following employee organisation is covered:
- i. the Community and Public Sector Union (CPSU)
 - ii. Professionals Australia

5 DURATION

- 5.1 This agreement will commence operation seven days after the agreement is approved by FWC.
- 5.2 The nominal expiry date of this agreement is the day three years after commencement.

6 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 6.1 The CEO and an employee covered by this agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this 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 GA 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.
- 6.2 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.
- 6.3 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.
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 6.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 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 POLICY AND GUIDELINES

- 7.1 There are policies, procedures and guidelines that support the operation of this agreement but do not form part of this agreement. If there is any inconsistency between the policies, procedures or guidelines and the agreement, the agreement will prevail.
- 7.2 Policies, procedures and guidelines that support the operation of this agreement may be varied from time to time following consultation with the Workplace Relations Committee.
- 7.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

8 CONSULTATION TERM

Consultation

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

Consultation on major changes

- 8.2 For a major change referred to in clause 8.1(a):
- a. GA must notify the relevant employees of the decision to introduce the major change; and
 - b. clauses 8.3 to 8.9 apply.
- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.4 GA must recognise a representative if:
- a. a relevant employee appoints a representative for the purposes of consultation; and
 - b. the employee advises GA of the identity of the representative.
- 8.5 As soon as practicable after making its decision, GA must:

- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures GA is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion - provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 8.6 However, GA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 GA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of GA, the requirements set out in clause 8.1(a) and clauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of GA's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 8.10 For a change referred to in clause 8.1(b):
- a. GA must notify the relevant employees of the proposed change; and
 - b. clauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.12 If:
- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change, GA must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion - provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what GA reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that GA reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.14 However, GA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.15 GA must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.16 In this term: "relevant employees" means the employees who may be affected by a change referred to in clause 8.1.

Formal consultative arrangements

- 8.17 The parties agree to establish a Workplace Relations Committee (WRC) consisting of management and employee representatives, as a mechanism for consultation and participation on workplace matters, to meet at least quarterly.
- 8.18 GA will consult with employees, through the Workplace Consultative Committee, about proposed changes to the workplace policies before a final decision is made.

9 DISPUTE RESOLUTION

- 9.1 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.
- 9.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 9.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner through discussions with more senior levels of management.
- 9.3 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 9.4 FWC may deal with a dispute in two stages:
 - a. FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

A decision that FWC 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.

- 9.5 An employee who is a party to the dispute may appoint a representative for the purposes of this clause 9.
- 9.6 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. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or

- ii. applicable work health and safety legislation would not permit the work to be performed; or
- iii. the work is not appropriate for the employee to perform; or
- iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

10 REPRESENTATION

- 10.1 In any matter arising under this agreement, or a policy, procedure or guideline that supports the operation of this agreement an employee may have an employee 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.
- 10.2 Employees are free to choose to join or not join a union.
- 10.3 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated

11 ANTI-DISCRIMINATION PROVISIONS

- 11.1 Employees are entitled to a workplace free from discrimination and to be treated on an equal basis regardless of age, gender, race, religion, sexual preference, disability, pregnancy or other diverse origins or beliefs.

12 CASUAL LOADING

- 12.1 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.

13 DELEGATIONS

- 13.1 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.

14 REVIEW OF ACTIONS

- 14.1 Nothing in this agreement will prevent an employee from exercising their rights under section 33 of the PS Act to seek a review of an employment related decision.

15 ADJUSTMENT TO FIRST PAY INCREASE UNDER THIS AGREEMENT

- 15.1 In this clause:
- a. Commencement Date means the date the Agreement commences operation; and
 - b. Effective Date means the day which is 12 weeks after the date the Agreement was made in accordance with section 182 of the *Fair Work Act 2009 (Cth)*
- 15.2 If the Commencement Date occurs after the Effective Date, then, in the first available pay period after the Commencement Date, GA will make a salary adjustment payment calculated on the basis that the salary rates payable under the Agreement on the Commencement Date applied from the Effective Date; and

- 15.3 The salary adjustment payment at clause 15.2 applies only to salary and does not apply to any allowance or other payments provided for in this enterprise agreement.

16 FAMILY AND DOMESTIC VIOLENCE

- 16.1 GA is committed to supporting employees affected by family and domestic violence. GA will take a flexible and supportive approach to assisting affected employees, as appropriate, in the individual circumstances. GA will provide employees with leave and support in accordance with this Agreement. Employees are encouraged to discuss which avenues of support are available to them with their Supervisor or Human Resources.
- 16.2 Leave is available to employees experiencing family and domestic violence. For the purposes of clauses 16.1 to 16.5, family and domestic violence has the same meaning as 'family violence' in the *Family Law Act 1975*. Employees can apply for paid or unpaid miscellaneous leave, utilise personal/ carers leave or flexible working arrangements to cover absences for the purpose of, but not limited to:
- a. illness or injury resulting from family and domestic violence;
 - b. providing care or support to a family member or household member who is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family member or household member who is affected by an unexpected emergency as a result of family and domestic violence;
 - d. attending appropriate medical and/or counselling appointments relating to family and domestic violence;
 - e. obtaining legal advice relating to family and domestic violence;
 - f. attending court hearings relating to family and domestic violence;
 - g. attending police appointments relating to family and domestic violence;
 - h. attending to urgent issues arising through property damage that is a consequence of family and domestic violence;
 - i. accessing alternative accommodation as a consequence of family and domestic violence;
 - j. attending to personal affairs such as arranging new bank accounts as a consequence of family and domestic violence;
 - k. arranging alternative childcare or schooling for children as a consequence of family and domestic violence.
- 16.3 These Provisions apply in addition to any entitlements available under the NES.
- 16.4 Non-Ongoing employees with irregular or intermittent duties are entitled to access leave without pay for family and domestic violence purposes.
- 16.5 Where documentary evidence is required for absences related to family and domestic violence, the supervisor and employee will discuss and agree on options. This may include statements from the police, courts or a legal representative, or statutory declarations.
- 16.6 Where an employee experiencing family and domestic violence does not feel comfortable discussing their absence with their Supervisor, they may contact Human Resources who can authorise the absence. A person acting on behalf of an employee may also contact the employee's Supervisor or Human Resources to advise them of an absence under this clause.
- 16.7 Further information can be found in the Leave Procedure.

PART C FLEXIBLE WORKING

17 WORKING HOURS

Ordinary hours

- 17.1 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.
- 17.2 Subject to clause 17.6, an employee is to work their ordinary hours within the bandwidth of hours, unless otherwise agreed and based on operational requirements.
- 17.3 The bandwidth of hours will be from 7.00 am until 7.00 pm on Monday to Friday inclusive.
- 17.4 The bandwidth of hours for an individual employee may be varied by agreement between the CEO and the employee. An employee and the CEO may agree to substitute Saturday and/or Sunday for a weekday/s. Where such agreement is reached, all work will be paid at ordinary rates of pay other than approved overtime.

Standard hours

- 17.5 A Supervisor may require an employee to work standard hours for a nominated period of time for operational requirements or where the employee has not complied with their obligations under this PART C. The Supervisor will provide the employee with written confirmation of the reason for such requirement and the nominated period.
- 17.6 The standard hours will be 8.30 am to 4.51 pm Monday to Friday with a one hour lunch break, unless otherwise specified by the employee's Supervisor.

18 FLEXTIME

- 18.1 This clause 18 applies to employees at or below the APS 6 level, including part- time employees.

Working under the flextime system

- 18.2 Employees participating in the flextime system may vary their starting and finishing times or take leave on any normal day of business, subject to operational requirements and adhering to clause 17.3 and 17.4.
- 18.3 Employees are only able to work additional hours beyond their ordinary hours where there is sufficient work assigned or available.
- 18.4 Employees must not work for longer than five hours without taking an unpaid meal break of at least 30 minutes.

Settlement period

- 18.5 The settlement period is a four-week period as nominated by the CEO (refer to clauses 18.8 to 18.10 and 18.15).

Flex credits and flex debits

- 18.6 An employee is entitled to a flex credit for working more than their ordinary hours on any normal day of business for that employee. Employees are not entitled to flex credits in respect of any hours for which they are paid EDFA.
- 18.7 An employee incurs a flex debit where the employee works less than their ordinary hours on any normal day of business.
- 18.8 An employee must not have more than 10 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.

- 18.9 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 Supervisor, including agreement on when the flex credit will be reduced to below the maximum.
- 18.10 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 their Supervisor as detailed in clause 18.9, the employee may be directed to absent themselves from the workplace until they reduce their credit below 36 hours and 45 minutes.

Recording

- 18.11 Employees must accurately record their hours of work and provide these records to their Supervisor. The CEO may prescribe the method of recording hours during the life of this agreement.
- 18.12 Employees must submit the record of their hours to their Supervisor within two weeks of the conclusion of the previous period. Exceptions to this may include employees in the field or when employees are on leave exceeding the period of a month.

Flex leave

- 18.13 Flex leave is where an employee is approved not to work on a normal business day for that employee and is not on some other form of approved leave.
- 18.14 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.
- 18.15 Subject to operational requirements and Supervisor approval, 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 10 hours of flex debit.
- 18.16 Where an employee has a flex credit of more than 36 hours and 45 minutes, a Supervisor will, subject to operational requirements, approve a request by an employee to take flex leave.
- 18.17 Where flex leave is not approved, the Supervisor, on request, will provide reasons in writing, explaining the decision within five working days.

19 EXECUTIVE LEVEL WORKING ARRANGEMENTS

- 19.1 Subject to clause 19.3, EL employees may agree with their Supervisor to variations in attendance times and short-term absences including full days without the need for a leave application.
- 19.2 Time taken by EL employees under these arrangements should be agreed in advance between an employee and their Supervisor.
- 19.3 EL employees and their Supervisor 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 Supervisor 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.
- 19.4 Subject to operational requirements, any paid time off in lieu granted must be taken within a reasonable time of the additional hours being worked.
- 19.5 Where paid time off in lieu is not approved, the Supervisor, on request, will provide reasons in writing, explaining the decision within five working days.

20 FLEXIBLE WORK ARRANGEMENTS

- 20.1 All employees covered by this agreement may request flexible working arrangements such as part time work, job sharing, home-based work and variation of hours.
- 20.2 Further information on flexible work can be found in the Flexible Working Procedure

21 PART TIME WORK

Access to part-time work

- 21.1 All ongoing employees covered by this agreement are entitled to work on a part-time basis, unless the CEO has designated a particular role as being required to be filled on a full-time basis for critical operational requirements.
- 21.2 Where part-time work is not approved under clause 21.1 the Supervisor will provide reasons in writing explaining the decision within five working days.
- 21.3 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.
- 21.4 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 long service leave which is provided and administered in accordance with the Long Service Leave Act, and expense related allowances or reimbursements).

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

- 21.5 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 earlier if approved.
- 21.6 Wherever possible, the employee will return to the duties they performed prior to entering into the part-time work arrangement.

Hours

- 21.7 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.
- 21.8 GA will not require any employee to work less than three continuous hours.
- 21.9 Further information on flexible work can be found in the Flexible Working Procedure

PART D CLASSIFICATION STRUCTURE

22 CLASSIFICATION STRUCTURE

22.1 GA has established a classification structure comprising the following:

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

22.2 A hard barrier also exists between EL2 and EL2.7.

22.3 There is also a GA Graduate Broadband (see Table 2 of Attachment 1).

22.4 Each broadband encompasses the full range of work value and work level standards of the APS classifications it reflects.

22.5 Movement from one broadband to another is considered a promotion and may only occur following an open merit selection process consistent with the PS Act. This limitation is referred to as a 'hard barrier'.

22.6 Movement from one classification to another within a broadband may only occur in accordance with clauses 22.7 to 22.9. This limitation is referred to as a 'soft barrier'.

Movement within a broadband

22.7 The CEO may move an employee to a higher classification within a broadband at any time, subject to the criteria below.

22.8 Movement to a higher classification within a broadband (across a 'soft barrier') may occur where:

- a. sufficient work is available at the higher classification, either through a vacancy or where the CEO assigns new or additional duties at a higher classification; and
- b. an employee at a lower classification has gained the necessary skill and proficiencies to perform the more complex work at the higher classification; and
- c. the employee's performance is at least On Track.

22.9 Where an employee is permanently moved within a broadband, the employee's substantive APS classification will be changed to the applicable higher classification.

22.10 Further information can be found in the Recruitment and Selection procedure

PART E REMUNERATION

23 SALARY

- 23.1 Salary ranges and pay points to apply under this Agreement are set out in Attachment 1
- 23.2 Employees will receive a productivity salary increase of:
- 2.0% on commencement of the Agreement;
 - 2.0% 12 months after commencement; and
 - 2.0% 24 months after commencement.
- 23.3 No qualifying period applies in relation to an employee's eligibility to receive a productivity salary increase.

24 SALARY PROGRESSION

- 24.1 From the first full pay period in July each year, an employee who is not already on the maximum pay point applying to his or her classification will progress to the next pay point if the employee:
- has performed duties at their existing pay point or higher for at least 26 weeks in the performance cycle; and
 - has received a performance rating of "On Track" for the preceding performance cycle.
- 24.2 The CEO and an employee covered by this agreement may request that an employee is moved by up to two pay points within their classification (up to the maximum pay point within their classification) in recognition of a sustained high level of performance, subject to the approval of the CEO. This excludes moving to EL2.7.

25 SALARY ON ENGAGEMENT, MOVEMENT OR PROMOTION

- 25.1 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, or such higher amount as authorised by the CEO.
- 25.2 A person moving to GA after commencement of this agreement, whose salary with their previous employer exceeds the current maximum of the relevant classification in this agreement, may be maintained on their current salary until such time as a pay point within their classification exceeds that salary, from which time that pay point will apply.

26 EMPLOYEES WORKING AT A LOWER CLASSIFICATION

- 26.1 Where an employee agrees, in writing, to temporarily perform work at a lower classification, the CEO may determine in writing that the employee shall be paid at a salary rate applicable to the lower classification for the agreed time.
- 26.2 Subject to clause 65.1, where an employee agrees in writing to a reduction in classification, the CEO will determine an appropriate pay point within the lower classification to apply from the date the employee's classification is reduced.

27 ENTRY LEVEL DEVELOPMENT PROGRAMS

Graduates

- 27.1 Graduates will be engaged as ongoing employees within the GA Graduate Broadband at Attachment 1, Table 2.

- 27.2 Upon completion of their training program, a Graduate will be assessed for advancement within the GA Graduate Broadband.

Supported rates of pay

- 27.3 Supported salary rates and conditions of employment will apply to an employee with a disability who is eligible for consideration under the Supported Wage System. Details are set out at Attachment 3.

28 PAYMENT OF SALARY

- 28.1 Employees will be paid fortnightly based on the following formula:
Fortnightly pay = Annual Salary x 12÷313

Method of payment

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

Recovery of overpayment/debt

- 28.3 Where GA identifies an overpayment of salary, allowances or other remuneration to an employee, or a debt to the Commonwealth, the overpayment will be recovered in accordance with the *Public Governance, Performance and Accountability Act 2013*. The recovery process will be administered under the provisions of the Accountable Authority Instructions and within the requirements of the *Fair Work Act 2009*.

29 SUPERANNUATION

- 29.1 GA will make compulsory employer contributions as required by the applicable legislation and fund requirements. Employer contributions to the PSS Accumulation Plan (PSSap) will be 15.4% of the employee's fortnightly contribution salary. Where an employee chooses a superannuation fund other than the PSSap, employer contribution rates and the determination of superannuation salary for contributions will be the same as for employees who are 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).
- 29.2 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 provided that the rules of the relevant superannuation scheme permit such contributions to be made.
- 29.3 Unless permitted under clause 29.2 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.
- 29.4 The CEO 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 GA's payroll system.

30 SALARY PACKAGING

- 30.1 Salary packaging is available to employees covered by this agreement on a salary sacrifice basis. Items available to salary sacrifice are set out by the Australian Taxation Office.
- 30.2 Salary packaging is being made available to employees on the basis that it will involve no additional cost to GA. Accordingly, any Fringe Benefits Tax and administrative costs incurred as a result of salary packaging arrangements will be met by the employee on a salary sacrifice basis.
- 30.3 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.

31 TEMPORARY ASSIGNMENT

- 31.1 Where an employee undertakes work at a higher classification for a continuous period of longer than 10 working days, the employee will normally be paid at the lowest pay point for the higher classification (subject to clause 24.1) for the period of temporary assignment, including periods of paid leave. Superannuation contributions will be payable at the higher classification in accordance with the relevant superannuation legislation.
- 31.2 Where a non-Senior Executive Senior employee is required to temporarily perform work in SES jobs for a continuous period of longer than 10 working days, the employee will be remunerated at a level determined by the CEO for the period of the temporary assignment.

32 OVERTIME

General principles

- 32.1 Overtime is payable where an employee at or below the APS 6 classification is required by the CEO to work additional hours:
- a. outside of the ordinary hours that apply to a full-time employee; or
 - b. outside of the hours of duty that are specified in a Part-time Work agreement for a part-time employee; or
 - c. in excess of 36 hours and 45 minutes in a week for a casual employee. The casual loading set out in clause 12.1 is not paid for overtime.
- 32.2 In exceptional circumstances, the CEO may authorise payment of overtime for employees above the APS 6 classification.
- 32.3 Where the CEO authorises overtime for employees above the APS 6 classification, the overtime rate will be based on the maximum pay point in the APS 6 classification.
- 32.4 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.
- 32.5 Wherever possible, 24 hours' notice of the requirement to work overtime will be given to the employee.
- 32.6 Employees carrying out field work will not be eligible for overtime payments. (Employees may be entitled to EDFA in respect of extra duty worked in accordance with clause 37 of this agreement).
- 32.7 The CEO may approve the reimbursement of reasonable expenses incurred by an employee because of a requirement to work overtime. To be eligible for reimbursement, the CEO's approval must be obtained in advance.

Overtime payment rates

- 32.8 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 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).
- 32.9 Where an employee works approved 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 32.8 and subject to clause 32.3.

Minimum payment

32.10 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

32.11 Where an employee is required to work approved overtime for five or more hours to the completion of or beyond a meal period, the employee will be paid a meal allowance as outlined in Attachment 2. An employee who performs overtime at home is not eligible for a meal allowance.

32.12 Where overtime commences immediately following an employee working ordinary hours, the ordinary hours may be counted in the five hours referred to in clause 32.11.

32.13 Meal 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.

Rest relief after overtime

32.14 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, they will be entitled to be absent from work until the eight hours plus reasonable travel time has elapsed. They will be credited as having worked whatever time falls within the standard hours occurring during the employee's absence.

32.15 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.

33 SHIFT WORK

Shiftworkers

33.1 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 37 and 38.

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

Shift loadings

33.3 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 33.3(e), Christmas Day is regarded as a public holiday even where there is a substitute day when Christmas Day falls on a weekend.

- 33.4 Where an employee works a night shift, weekend day shift or public holiday shift, the employee will be paid for all hours of the shift, including time taken for meals in recognition of the requirement to remain on site and ready to return to work.
- 33.5 During all other shifts not covered by clause 33.4, where a shiftworker is required to work through a meal break due to an emergency or other circumstance the employee will be paid for the duty and will receive an additional payment of 30 minutes at 50% of the employee's base hourly rate for the meal break that was missed.
- 33.6 Shift loadings will not count as salary for the purpose of calculating overtime payments or any other allowance based on salary.

Public holidays

- 33.7 Where an employee is subject to seven day rostering arrangements and a public holiday (or other approved day off for all GA employees who are not shift workers) occurs on a rostered day off, the employee will be paid one day's (7 hours 21 minutes) pay at their base rate of pay.

Annual leave

- 33.8 Employees who are shiftworkers (as defined in Clause 33.1) will be paid shift loadings for periods of annual leave. Employees will not be paid shift loadings for other periods of leave (including personal/carer's leave, compassionate/ leave, paid miscellaneous leave, long service leave or parental leave) or where absent from work on a public holiday.
- 33.9 Employees who are shiftworkers (as defined in clause 33.1) will accrue additional annual leave in accordance with clauses 44.12 and 44.13.
- 33.10 Further information in relation to Part E can be found in the Remuneration Procedure.

PART F ALLOWANCES

34 GENERAL

- 34.1 Further information can be found in the Allowances Policy.
- 34.2 All claims for allowances should be submitted within four weeks of the completion of the event for which payment is sought and will be paid within four weeks of receipt.

35 CORPORATE CITIZEN ALLOWANCE

- 35.1 An employee will be paid a corporate citizen allowances specified in Attachment 2 if they hold one or more of the following positions:
- a. first aid officer;
 - b. warden;
 - c. Radiation Safety Officer; and
 - d. Other designated health and safety representative (HSR).
- 35.2 An employee will only be paid one corporate citizen allowance regardless of whether they hold more than one of the positions listed in clause 35.1.
- 35.3 Corporate citizen allowance will count as salary for all purposes.

36 MOTOR VEHICLE ALLOWANCE

- 36.1 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 paid an allowance for each kilometre of authorised travel as stated in Schedule 1 to the *Income Tax Assessment Regulations 1997* as varied from time to time.

37 FIELD WORK

- 37.1 This clause applies to all GA employees performing Field Work.

Extra duty worked in the field

- 37.2 Extra duty is where an employee performs Field Work beyond 7 hours 21 minutes per day, or during hours outside of the bandwidth of hours specified at clause 17.3.
- 37.3 Employees working in the field will not be eligible to accumulate flex credits or TOIL.

Extra Duty in the Field Allowance (EDFA)

- 37.4 Employees at or below the APS 6 classification 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. Travel by motor vehicle in either direction between the employee's usual place of work and the field area; or, the destination airport and the field area will count towards EDFA.
- 37.5 Employees above the APS 6 classification 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 for extra duty performed in the field up to a maximum weekly limit of 32 hours.
- 37.6 Where an employee works in the field on a public holiday (as defined in clause 57.1), payment of EDFA will be made in accordance with clause 37.4 or 37.5 or all hours worked on the public holiday. In addition, the employee will be granted time off in lieu on a substitute day at a rate of 1.6 times each hour worked on the

public holiday (up to a maximum of 7 hours, 21 minutes). If practicable this will be taken within one month of the public holiday being worked. Where it is not possible to grant substitute time off, subject to the employee's agreement, a payment in lieu of the public holiday will be made at the employee's ordinary rate of pay at the time of the public holiday.

- 37.7 For the avoidance of doubt, employees are not entitled to additional public holidays (other than those specified at clause 57.1) regardless of their work location while performing Field Work.

Loading for shift work performed in the field

- 37.8 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 37.9.
- 37.9 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. This will be in addition to any EDFA payments that may apply.

38 ALLOWANCES RELATED TO THE FIELD WORK ENVIRONMENT

Marine survey allowance

- 38.1 Employees performing duty in the field involving sea-going duties will be paid a marine survey allowance as specified in Attachment 2 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.
- 38.2 Marine survey allowance will only be paid after an employee's first 24 hour period at sea.

Incidental travel entitlements

- 38.3 Employees performing duty in the field involving sea-going duties will only be entitled to the incidental component of travel entitlements for each day or part-day of the marine survey as accommodation and meals are provided.

Airborne survey allowance

- 38.4 Employees who conduct aerial surveys will, for each hour or part-hour where they are airborne and conducting a survey or undertaking fieldwork, be paid an airborne survey allowance as specified in Attachment 2.

Land survey allowance

- 38.5 Employees who participate in a land-based field survey will be paid a land survey allowance as specified in Attachment 2 for each day of the survey on which they are required to camp out. The land survey allowance is intended to cover all meals and accommodation expenses.

Antarctic allowance

- 38.6 For the purposes of this allowance, Antarctica means the area south of the Antarctic Convergence and includes Macquarie Island.
- 38.7 Where an employee is required to undertake duty in Antarctica, the employee will be paid an Antarctic allowance as specified in Attachment 2. The Antarctic allowance overrides all other field allowances including EDFA.
- 38.8 In addition, the employee will accrue four weeks annual leave per annum on a pro rata basis for duty undertaken in Antarctica.

Insurance expenses

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

39 RESTRICTION DUTY

- 39.1 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.
- 39.2 Where an employee is so directed, payment will be subject to the restriction being imposed by the prior written direction of the CEO.
- 39.3 Payment for restriction duty is generally only available to employees at or below the APS 6 classification. In exceptional circumstances, the CEO may authorise payment for restriction duty to employees above the APS 6 classification. Any payment for those employees will be made at the salary rate equivalent to the top of the APS 6 classification.
- 39.4 Where an employee is directed under clause 39.1, the employee will be paid an allowance equal to 10% of their hourly rate of salary (adjusted in accordance with clause 39.3 for employees above the APS 6 classification) for each hour the employee is restricted.
- 39.5 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.
- 39.6 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.
- 39.7 The allowance for restriction duty is not paid during any period that attracts an overtime payment.

40 LOSS OR DAMAGE TO PERSONAL EFFECTS

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

41 RELOCATION ASSISTANCE

- 41.1 The CEO will determine the extent of financial assistance, if any, for relocation from one locality to another on promotion, engagement or movement between agencies or temporary assignment in excess of 12 months.

42 TRAVEL

Principles

- 42.1 Official travel undertaken within the bandwidth of hours specified at clause 17.3 is time on duty.
- 42.2 Where employees are required to travel on a weekend or public holiday, or periods outside the bandwidth specified at clause 17.3 they will be entitled to flex leave or EL time off in lieu of the hours spent travelling. To avoid doubt, overtime will not normally be payable for time spent travelling.

Overseas and domestic travel – general entitlements

- 42.3 Employees required to travel overseas on GA business are entitled to business class travel where it is available.
- 42.4 Employees will be entitled to have reasonable travel, accommodation, meals and incidentals expenditure paid or reimbursed, except where costs are covered by an applicable Field allowance. Wherever possible, payment will be made with an Australian Government Credit Card to meet approved travel costs.
- 42.5 Payment will be based on the reasonable travel rates set by the Australian Taxation Office.

Domestic travel – entitlements after the first 21 days

- 42.6 Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home (in one location) and will be paid on the basis of actual expenses or an alternative package of assistance approved by the CEO. The CEO may also approve the reimbursement of reasonable continuing expenses at the employee's normal workplace locality.
- 42.7 The calculation of the first 21 days will include short absences, (such as over a weekend), from the locality.

Part-day travel allowance

- 42.8 An employee who is required by the CEO to be absent from their normal workplace (at a location that is at least 100 kms away from the employee's normal work location) for more than ten hours, but not overnight, will be entitled to be paid an allowance as specified in Attachment 2.

Equipment costs

- 42.9 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

- 42.10 Personal Equipment Allowance is paid to employees required to travel overseas for a period under 6 months and is specified in Attachment 2.
- 42.11 An employee is not entitled to Personal Equipment Allowance more than once in any 3 year period.

43 REMOTE LOCALITIES

- 43.1 Where an employee is required by GA to reside in a remote locality for a period of at least six months, the CEO will grant (fortnightly on a pro-rata basis) a remote locality allowance as specified in Attachment 2.
- 43.2 An employee may at any time make a submission to the CEO for reimbursement of expenses or to establish an ongoing allowance where they are able to demonstrate financial hardship uniquely caused by the requirement to work in the locality.
- 43.3 For the purposes of clause 43.1 "remote locality" means Alice Springs or any other location approved by the CEO.
- 43.4 If:
- a. an employee is located in a locality which is a remote locality for the purpose of clause 12 of the *Australian Public Service Enterprise Award 2015*;
 - b. the employee is not entitled to receive a remote locality allowance under clause 43.1 to 43.3;
 - c. the salary payable to the employee under this Agreement is less than the total of the salary and remote localities allowance that would be payable to the employee under the *Australian Public Service Enterprise Award 2015*,

GA will pay the employee an annual allowance equal to the difference between the salary payable to the employee under this Agreement and the total of the salary and remote localities allowance that would be payable to the employee under the *Australian Public Service Enterprise Award 2015*.

PART G LEAVE PROVISIONS

44 ANNUAL LEAVE

- 44.1 All employees are entitled to 4 weeks annual leave for each full year of service or pro rata for part-time employees. Annual leave will accrue progressively. Access to annual leave is subject to approval of the CEO. Annual leave may be taken at full or half pay. When annual leave is taken at half pay, deductions from leave credits will be made for half of the duration of the leave period.
- 44.2 Annual leave counts as service for all purposes. Where the employee elects to take their leave at half pay, only half of the period will count as service and half of the period will be deducted from annual leave credits.
- 44.3 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 annual leave.
- 44.4 Approved leave may be revoked by the CEO where operational situations arise that requires the attendance of an employee. In such instances, the CEO will provide reasons in writing on request, explaining the decision within five working days.
- 44.5 Where an employee's approved leave has been cancelled by the CEO or the employee is recalled to duty and the employee has incurred related expenditure, the employee will be entitled to reimbursement for any reasonable non-recoverable costs.

Excess accumulated annual leave

- 44.6 If an employee has in excess of 40 days annual leave, GA may require the employee to take their annual leave so that their credits are below 40 days within three months after a direction is given. GA will not require an employee to take leave under this clause where the employee has less than 50 days annual leave and is scheduled to take at least ten days annual leave within the following three month period. In accordance with clause 44.10 employees may opt to cash out leave to reduce their excess leave credits.

Purchased annual leave scheme

- 44.7 An employee may elect to purchase up to eight weeks purchased leave per year, provided it is compatible with the operational requirements of their work area and has the approval of their Supervisor.
- 44.8 The employee's salary for superannuation purposes will continue to be their full-time salary.
- 44.9 Absences under the purchased leave scheme will count as service for all purposes.

Cashing out of annual leave

- 44.10 The CEO and an employee may agree in writing (on each separate request) for the employee to cash out the employee's annual leave credits provided that the employee:
 - a. has taken at least two weeks of annual leave in the previous 12 months; and
 - b. after the cashing out, the employee retains at least four weeks' accumulated annual leave.
- 44.11 Where an employee's annual leave is cashed out in accordance with clause 44.10, the employee will be paid the full amount that would have been payable to the employee had they taken the leave.

Additional annual leave for shiftworkers

- 44.12 Employees who are shiftworkers as defined in clause 33.1 of this agreement will progressively accrue an additional five days annual leave for each year of service as a shiftworker.
- 44.13 In addition to clause 44.12, employees who are shiftworkers as defined in clause 30.1 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 annual leave for each additional Sunday shift worked up to a maximum of 2.5 days additional leave each year. Additional annual leave accrued under this clause 44.13 will be credited to the employee in the fortnight in which the employee works the additional Sunday shift.

45 PERSONAL/ CARER'S LEAVE

Personal/ carer's leave credits

- 45.1 Ongoing employees will be entitled to 18 days (that is 132.3 hours) of personal/ carer's leave credits for each full year of service or pro rata for part-time employees. Leave will be credited annually and in advance of accrual as described in clause 45.2.
- 45.2 Ongoing employees will have their entitlement granted upon engagement and on each anniversary of their engagement. Employees transferring from another APS agency who have received personal leave credits for a period beyond their commencement date with GA will have their credits adjusted to equal 18 days per annum from their commencement.
- 45.3 An employee receiving workers' compensation for more than 45 weeks will not be credited with personal/ carer's leave in accordance with clause 45.1 but will accrue personal/carer's leave credits based on hours worked.
- 45.4 Non-ongoing employees during the first 12 months of employment will be credited personal/ carer's leave credits on a pro rata basis monthly in advance.
- 45.5 Non-ongoing employees employed for more than 12 months will be credited personal/ carer's leave credits on commencement of employment and on each anniversary of the commencement of employment.
- 45.6 Where credits are credited in accordance with clause 45.5, a pro-rata adjustment will be made where the non-ongoing contract of employment is due to end before the completion of the full 12 months in the year the credits are credited.
- 45.7 Where an employee has taken more than 14 continuous 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.
- 45.8 Subject to the availability of credits, an employee may be granted paid personal/ carer's leave where they are unable to work for a reason specified in clause 4.12.
- 45.9 Personal/ carer's leave cannot be converted to salary and cashed out on cessation or termination of employment.
- 45.10 Employees who have exhausted their personal/ carers 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, where they are unable to work due to reasons as outlined in this section and the employee does not have any available personal/ carer's leave credits.
- 45.11 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. Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes unless required by legislation and half of the period will be deducted from leave credits.

Access to personal/ carer's leave

- 45.12 An employee may take paid personal/ carer's leave if the leave is taken:
 - a. Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee or
 - b. To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. A personal illness, or personal injury, affecting the member; or
 - ii. An unexpected emergency affecting the member

Documentary verification

45.13 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.

45.14 Documentary verification referred to in clause 45.13 means:

- a. A medical certificate;
- b. A statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or
- c. Another form of evidence accepted by the Supervisor as reasonable evidence of a requirement to be absent from work for the reasons outlined at clause 45.12.

45.15 If the employee provides a statutory declaration as verification, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable to obtain a medical certificate.

45.16 Notwithstanding clause 45.13, where a Supervisor has reasonable grounds to believe that personal/carer's leave has been utilised inappropriately, they may require appropriate supporting documentation for this event or 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

45.17 Where an employee fails to comply with their obligations under this section, the absence may be regarded as unauthorised and be without pay.

45.18 An employee is not entitled to personal/carer's leave in respect of any period for which the employee is receiving workers' compensation payments.

45.19 Where an employee would not have been able to work as a result of a reason outlined in clause 45.12 during a period of flex leave, annual leave or long service leave, the employee is taken not to be on flex leave, annual leave or long service leave and will be taken to be on personal/carer's leave. Flex credits, annual leave credits or long service leave credits for the period of approved personal/carer's leave will be re-credited to the employee.

45.20 An employee is unable to access paid personal/carer's leave while on paid Maternity/ Adoption/ Foster/ Permanent Care leave.

Invalidity

45.21 An employee will not be retired on invalidity grounds before personal/ carer's leave credits have expired, unless provided for in legislation.

46 COMPASSIONATE LEAVE

46.1 An employee is entitled to three days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:

- a. contracts or develops a personal illness that poses a serious threat to their life; or
- b. sustains a personal injury that poses a serious threat to their life; or
- c. dies.

46.2 Employees will be provided paid compassionate leave at their base rate of pay for their ordinary hours of work.

46.3 Casual employees are entitled to two days compassionate leave in accordance with section 106 of the *Fair Work Act 2009*.

- 46.4 In the event of the death of a member of an employee's Immediate Family or household, or the death of a current or former employee of GA, the employee will be entitled to up to one day's paid leave to attend the funeral.

47 MISCELLANEOUS LEAVE

- 47.1 Subject to operational arrangements, miscellaneous leave with or without pay may be granted in other circumstances not provided for elsewhere in this agreement.
- 47.2 Where miscellaneous leave is not granted the CEO will provide reasons in writing on request explaining the decision within five working days.
- 47.3 Miscellaneous leave without pay will not count for service, but will not break continuity of service unless required by relevant legislation.

Defence reserve leave

- 47.4 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) reserve and Continuous Full Time Service (CFTS) or cadet force obligations.
- 47.5 An employee is entitled to leave with pay, for up to four weeks during each financial year and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF reserve.
- 47.6 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.
- 47.7 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.
- 47.8 Defence reserve leave counts as service for all purposes, except for periods of unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for CFTS counts as service for all purposes except Annual Leave accrual.

Defence service sick leave

- 47.9 Employees may be eligible for Defence service sick leave while unfit for duty because of an illness or injury that has been accepted by the Department of Veterans' Affairs to be war caused or Defence-caused within the meaning of relevant legislation.
- 47.10 Eligible employees will accrue two separate credits of paid Defence service sick leave:
- Special credit – nine weeks Defence service sick leave credited on commencement with the APS following eligible Defence service; and
 - 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.

48 COMMUNITY SERVICE LEAVE

- 48.1 An employee who engages in an eligible community service activity (as defined by section 109 of the *Fair Work Act 2009*), including training for emergency management volunteers will be entitled to leave with pay.

49 CULTURAL/ CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

- 49.1 Aboriginal and Torres Strait Islander employees may be granted up to three days paid leave per annum to participate in ceremonial activities and meet cultural obligations, including NAIDOC activities.

50 UNAUTHORISED ABSENCES

- 50.1 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 they resume duty, or are granted leave.

51 LONG SERVICE LEAVE

- 51.1 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 51.2 The minimum period of long service leave that may be taken is seven calendar days at full pay (or 14 calendar days at half pay).
- 51.3 Periods of long service leave cannot be broken with other forms of leave, weekends or public holidays except as otherwise provided by legislation.

52 MATERNITY LEAVE

- 52.1 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 52.2 An employee eligible for paid maternity leave may elect to have the payment for that leave spread over a maximum 24 weeks at a rate of half their normal salary. Where payment is spread, only the first 12 weeks of the leave period will count as service.
- 52.3 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 GA additional maternity leave. This additional leave may be taken at either full or half pay. Where the employee elects to take this leave at half pay, only half of the period will count as service.

53 PAID ADOPTION/FOSTER/PERMANENT CARE LEAVE

- 53.1 Employees who adopt or permanently foster a child, and who are the primary caregiver for that child, are entitled to up to 14 weeks of paid Adoption/Foster/Permanent Care leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Where unpaid leave under clause 51 is also taken, the total maximum combined leave period is 52 weeks.
- 53.2 Leave may be taken at either full or half pay. Where leave is taken at half pay, only the first 14 weeks will count as service.
- 53.3 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.
- 53.4 Employees are entitled to parental leave for adoption or permanent foster care when that child:
- a. is under 16 years of age;
 - b. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and

- c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.

- 53.5 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.
- 53.6 Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes.

54 SUPPORTING PARTNER LEAVE

- 54.1 Six weeks paid supporting partner leave will be available to employees who have completed at least 12 months' continuous service (as defined by clause 64.17) at the time of the birth or adoption of their child.
- 54.2 Employees with less than 12 months' continuous Commonwealth service at the time of the birth or adoption of their child can access two weeks paid and up to four weeks unpaid supporting partner leave. Supporting partner leave is available to an employee around:
- a. the birth of the employee's or their partner's child; or
 - b. the placement of an Adopted Child, Permanent Care Child or Foster Child, and may be taken at either full or half pay.
- 54.3 Unless otherwise approved by the CEO, supporting partner leave must be taken in blocks of at least one week, 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 be taken in full by no later than –twelve months after the birth of the child;
 - b. in the case of the placement of an Adopted Child, Permanent Care Child or Foster Child – commence no earlier than the day on which the child is placed with the employee and be taken in full by no later than twelve months after that day.
- 54.4 Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes.

55 UNPAID PARENTAL LEAVE

- 55.1 An employee who has or will have responsibility for the care of the 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 in addition to any paid parental leave provided in this agreement.
- 55.2 On ending the initial period of up to 12 months of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.
- 55.3 Unpaid parental leave does not count as service for any purpose, but does not break continuity of service.

56 RETURN TO WORK FOLLOWING PARENTAL LEAVE

- 56.1 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, GA will seek to redeploy the employee in accordance with clause 64.

56.2 For the purposes of this clause, "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.

57 PUBLIC HOLIDAYS

57.1 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.

57.2 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.

57.3 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.

57.4 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.

57.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave or paid personal/carer's leave) there is no entitlement to receive recognition for that day as a public holiday. Recognition of that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave, the credit for that day will be deducted as long service leave).

57.6 Where a public holiday falls during a period when an employee is absent on annual leave or personal/carer's leave, the period of the public holiday will not be deducted from the employee's leave credits.

57.7 Where an employee is absent on leave that spans a public holiday, payment for the public holiday will be in accordance with the entitlement for that form of leave, (e.g. if on leave at half pay, payment is at half pay. If on leave without pay, the public holiday is without pay).

58 CHRISTMAS CLOSEDOWN DAYS

58.1 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.

58.2 Payment for absences on working days during Christmas Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be

absent on a prevailing type of leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave or maternity leave at half pay, payment for the day will also be at half pay.

59 PORTABILITY

- 59.1 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 annual leave and personal/carer's leave (however described) will be transferred, provided there is not more than two months break in service.
- 59.2 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 annual leave and personal/carer's leave (however described) will be recognised.
- 59.3 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*.
- 59.4 Further information in relation to PART G can be found in the Leave Procedure.

PART H PEOPLE MANAGEMENT AND DEVELOPMENT

60 PERFORMANCE MANAGEMENT

- 60.1 All employees will be required to participate in performance management and complete a Performance Development Plan (PDP), except non-ongoing employees engaged for a period of less than six continuous months.
- 60.2 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.
- 60.3 Performance ratings to be used in assessing employee performance against the agreed outputs of their PDP are as follows:
 - a. **On Track (or equivalent)** – Performance consistently met or exceeded position requirements and agreed expectations.
 - b. **Not on Track (or equivalent)** – Performance did not meet the position requirements and agreed expectations.

Timing

- 60.4 Supervisors and employees will agree and establish a PDP within six weeks of the commencement of the cycle, or six weeks of commencement of employment.
- 60.5 Performance management will formally operate as an annual cycle from 1 July each year to 30 June the following year.
- 60.6 Formal discussions will be supported by regular performance feedback as well as discussions covering topics such as employee development, career planning, leadership development and work-life balance.
- 60.7 Where an employee is eligible for a pay point progression in accordance with clause 24.1, the progression will be processed in the first full pay period in August and apply from 1 July of that year.
- 60.8 Where an employee does not meet the requirement for six months service outlined at clause 24.1(a) due to an absence resulting from maternity leave, the employee will become eligible for progression once they:
 - a. complete six months accumulated service since the last time they received pay progression; and
 - b. meets the eligibility criteria under clause 24.1(b) for that six months accumulated service.

Further information can be found in the Performance Cycle and Performance Improvement procedures

61 FAIRNESS IN MANAGING UNDERPERFORMANCE

- 61.1 Where underperformance and/or development needs are identified they will be promptly documented and communicated to the employee.
- 61.2 GA will have regard to the following principles during any underperformance process:
 - a. Streamlined and efficient processes;
 - b. Working with the employee to restore performance to an acceptable level;
 - c. Natural justice and procedural fairness;
 - d. Learning and development assistance where relevant to improve performance;
 - e. Active performance management as an integral part of the workplace culture; and
 - f. Position requirements and expectations are clearly defined, understood and appropriate to the employee's classification.

61.3 The performance improvement process will commence when:

- a. day to day monitoring and feedback has not improved performance to the required level; or
- b. when an employee receives a not on-track rating at the end of a performance cycle,

61.4 An employee must be advised in writing of any proposed action arising from a performance improvement process. The employee will have a reasonable opportunity to respond at any time during the process before action is taken (whether on commencement, during or at the conclusion of the process).

62 STUDY ASSISTANCE

62.1 An employee undertaking formal study may be eligible to apply for studies assistance which may include paid leave for study, examinations and graduation. Further information is available in the Study Assistance guidelines.

63 EMPLOYEE ASSISTANCE SCHEME

63.1 GA will provide 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.

63.2 The time taken to access the employee assistance scheme is considered to be non-work time unless otherwise agreed by the Supervisor.

PART I REDEPLOYMENT, REDUNDANCY AND CESSATION

64 REDEPLOYMENT AND REDUNDANCY

General

64.1 GA will provide employees who are excess or potentially excess because of economic, structural, organisational or technological change with assistance to maximise redeployment opportunities and, as much as practicable, will avoid involuntary retrenchments.

Definitions

64.2 Under this Part the following definitions apply:

Consideration Period	is a period of one month commencing from the time the CEO has made an offer of voluntary termination.
Redeployment Periods	are periods of: <ul style="list-style-type: none">a. 13 months where an employee has 20 or more years of qualifying service or is over 45 years of age; orb. seven months for all other employees reduced by an amount equivalent to the employee's redundancy entitlement under the National Employment Standards.
Salary	includes: <ul style="list-style-type: none">a. higher duties allowance if the employee was entitled to receive that allowance for a continuous period of at least 12 months immediately before the employee is given an offer of a voluntary termination of employment; andb. other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred.

Application

64.3 This part applies to all employees, excluding:

- a. an employee serving a probationary period; and
- b. non-ongoing and casual employees

64.4 An offer of voluntary termination of employment may be made to an employee who is not fit for and not at work or who is excess in accordance with the paragraph below, only where the CEO, having regard to the Commonwealth's liability, decides it is appropriate.

Meaning of Excess Employee

64.5 An employee is an excess employee for the purposes of this part if:

- a. the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of GA; or
- b. the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of GA; or
- c. the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other locality and the CEO has determined that these provisions will apply to that employee.

64.6 Within the first month of an excess employee situation being identified, the CEO:

- a. will advise, in writing, the employee(s) directly affected of the situation, the reasons and scope; and
- b. will hold discussions with the employee(s) (and/or their representatives where requested by the employee); and
- c. may offer affected employees a voluntary termination of employment (commencement of the Consideration Period).

Voluntary Termination

64.7 Where the CEO has made an offer of a voluntary termination of employment, the employee will be given a period of one month, i.e. the Consideration Period, to accept the offer of voluntary termination of employment. The offer must state when the CEO proposes to issue the termination notice if the offer is accepted.

64.8 If an employee accepts an offer of voluntary termination of employment, the CEO must issue a “notice of termination” under s29 of the Public Service Act 1999 on the grounds that the employee is excess to the requirements of Geoscience Australia, at the time set out in the offer, unless:

- a. another time has been agreed; or
- b. the CEO and the employee agree not to proceed with the voluntary termination of employment.

64.9 Job swaps will be available until the end of the Consideration Period where an employee who is excess but does not want a voluntary termination of their employment, swaps jobs with an employee from within GA or from another agency who is not excess but who wants voluntary termination of employment, subject to the CEO’s approval on a case by case basis.

Financial Information (i.e. notice of entitlements)

64.10 At the time of the offer of voluntary termination of employment or as soon as possible thereafter but, in any event, no later than one month after the offer the CEO must give an employee the following financial information:

- a. the amount of severance pay, pay in lieu of notice and paid up leave credits; and
- b. superannuation entitlements upon voluntary termination; and
- c. options open to the employee in relation to superannuation; and
- d. taxation rules applying to payments to the employee.

GA will not be bound by this financial information in the event that any errors in the calculations are identified at a later date.

64.11 Potentially excess and excess employees will be able to access reimbursement up to a maximum of \$500 (plus GST) for the purpose of seeking financial advice.

Shortening the Consideration Period

64.12 The one month Consideration Period can be reduced. This is subject to the employee advising that they have been provided with access to the financial information the employee requires, and the agreement of the CEO.

64.13 The employee will be paid in lieu for the unexpired portion of the Consideration Period at the date of termination of the employee’s employment.

64.14 The CEO cannot require an employee to reduce this period and only an employee can request that their period be shortened.

Severance Pay

64.15 An employee who accepts voluntary termination of employment is entitled to the following severance pay:

- a. 2 weeks’ salary for each completed continuous year of service; and
- b. a pro-rata payment for completed continuous months of service since the last completed year of service,

subject to any minimum amount the employee is entitled to under the National Employment Standards.

64.16 Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time.

Service for Severance Pay Purposes

64.17 Service for severance pay purposes means:

- a. service in GA; or
- b. Government service as defined in s10 of the Long Service Leave (Commonwealth Employees) Act 1976; or
- c. service with a Commonwealth body (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; or
- e. APS service immediately preceding deemed resignation under repealed s49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; or
- f. service in another organisation where an employee moved from the APS to that organisation with a transfer of function or where an employee engaged by the organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

64.18 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. an employee resigned from the APS on marriage under the repealed s49 of the *Public Service Act 1922*.

Service Not to Count for Severance Pay Purposes

64.19 Any period of service which ceased pursuant to s29(3) or 29(4) of the *Public Service Act 1999* or the equivalent previous provisions of the superseded *Public Service Act 1922*, or an equivalent provision under other Commonwealth legislation, including termination with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.

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

65 REDEPLOYMENT

Redeployment Period

65.1 The intention of the redeployment period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the redeployment period:

- a. GA will continue to provide and resource career transition services and support, and take all reasonable steps to move an excess employee to a suitable vacancy, including to another agency, and to support placements outside the APS consistent with this Agreement; and
- b. employees will take all reasonable steps to secure permanent re-assignment or placement.

Redeployment Services

65.2 The following provisions will apply to potentially excess and excess employees:

- a. the employee can access payment of external redeployment services or training opportunities that would be expected to enhance the employment prospects of employees; and

- b. the employees will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level; and
- c. suitable trial placements in another organisation including private sector organisations will be funded for up to three months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement; and
- d. if a suitable vacancy does not exist at the same level within GA, the CEO may reassign the employee to a job with a lower classification. If this occurs, the employee will be entitled to income maintenance during the redeployment period to maintain their level of salary.

Leave and Expenses to Seek Employment

- 65.3 An employee will be entitled to reasonable paid leave to attend necessary employment interviews, from the date the employee is an excess employee.
- 65.4 Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

Leave during Redeployment Period

- 65.5 The CEO will extend the redeployment period for absence on leave for personal illness or injury that is supported by appropriate evidence during the redeployment period where the period of absence exceeds one week and up to a maximum period of 26 weeks. The redeployment period will not be extended for other absences except where the CEO considers there were compelling reasons for taking such leave and the employee's ability to participate in the re-assignment process has been significantly affected by the absence.

Moving Household

- 65.6 Where it is necessary as a result of assignment or reduction in classification for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable expenses.

Involuntary Termination after Unsuccessful Reassignment

- 65.7 The employment of excess employees who have not been reassigned at the end of the redeployment may be terminated without their consent. Termination of employment will take effect at the end of the redeployment period, including any extension of the redeployment period consistent with paragraph 65.5.
- 65.8 An employee whose employment is to be involuntarily terminated after unsuccessful reassignment will be provided with relevant financial information at the time the CEO issues the 'notice of termination'.
- 65.9 In deciding whether to terminate the employment of an excess employee, the CEO will take account of any re-assignment process that may be in progress.
- 65.10 Where an excess employee's employment is terminated during or at the end of the redeployment period they will be paid redundancy pay in accordance with the National Employment Standards.
- 65.11 Where there is insufficient productive work available for the employee within GA during the remainder of the redeployment period and/or where there is no prospect of redeployment within the APS, 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 redeployment period (as shortened for the NES under clause 65.1) 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.

Notice of Termination (i.e. notice periods)

- 65.12 An employee's employment is terminated by the CEO giving the employee a notice of termination under s29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency. The notice period is:
 - a. 5 weeks—if the employee is at least 45 years old and has at least 5 years' continuous service; or
 - b. 4 weeks—in any other case.

65.13 In situations where an employee's employment is to be terminated at the end of a redeployment period the period of notice will as far as practicable be concurrent with the redeployment period.

Reduction in Classification

65.14 Where the CEO proposes to reduce an excess employee's classification, the employee will be given no less than one month's notice of the reduction in classification.

65.15 Where an excess employee's classification is reduced, the employee's salary immediately preceding the date of reduction will be maintained for the unexpired portion of the redeployment period.

66 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

66.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- a. Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
- b. other Commonwealth laws (including the Constitution); and
- c. at common law.

66.2 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes, as addressed in clause 9 of this agreement.

66.3 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.

67 RESIGNATION

67.1 Employees must provide two weeks written notice of their intention to resign to their Supervisor and must nominate a working day for the resignation to take effect.

67.2 Where an employee ceases duty in the APS, they will receive payment in lieu, calculated at the employee's final rate of salary, for any unused annual leave and long service leave.

68 PAYMENT ON DEATH

68.1 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*.

68.2 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 68.1 will then apply.

68.3 Payment of an amount authorised by the CEO under clause 68.1 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.

68.4 On the death of an employee, any monies owing to GA by the employee will be waived.

ATTACHMENT 1 – SALARY

1 SALARY RATES

Table 1: Salary rates

Pay Point	On Commencement of the Enterprise Agreement	12 months after commencement of the Enterprise Agreement	24 months after commencement of the Enterprise Agreement
APS1.1	\$41,116	\$41,938	\$42,777
APS1.2	\$42,817	\$43,673	\$44,546
APS1.3	\$44,606	\$45,498	\$46,408
Soft Barrier			
APS2.1	\$50,978	\$51,998	\$53,038
APS2.2	\$52,702	\$53,756	\$54,831
APS2.3	\$54,471	\$55,560	\$56,671
Soft Barrier			
APS3.1	\$58,074	\$59,235	\$60,420
APS3.2	\$59,879	\$61,077	\$62,299
APS3.3	\$61,741	\$62,976	\$64,236
Soft Barrier			
APS4.1	\$65,409	\$66,717	\$68,051
APS4.2	\$67,450	\$68,799	\$70,175
APS4.3	\$69,491	\$70,881	\$72,299
APS4.4	\$71,964	\$73,403	\$74,871
Soft Barrier			
APS5.1	\$72,860	\$74,317	\$75,803
APS5.2	\$74,631	\$76,124	\$77,646
APS5.3	\$77,393	\$78,941	\$80,520
APS5.4	\$80,897	\$82,515	\$84,165
Soft Barrier			
APS6.1	\$84,503	\$86,193	\$87,917
APS6.2	\$88,001	\$89,761	\$91,556
APS6.3	\$91,355	\$93,182	\$95,046
APS6.4	\$94,110	\$95,992	\$97,912
APS6.5	\$97,816	\$99,772	\$101,767
EL1.1	\$101,717	\$103,751	\$105,826
EL1.2	\$105,239	\$107,344	\$109,491
EL1.3	\$108,344	\$110,511	\$112,721
EL1.4	\$111,130	\$113,353	\$115,620
EL1.5	\$114,985	\$117,285	\$119,631
EL2.1	\$120,879	\$123,297	\$125,763
EL2.2	\$126,820	\$129,356	\$131,943
EL2.3	\$132,762	\$135,417	\$138,125
EL2.4	\$138,861	\$141,638	\$144,471
EL2.5	\$144,669	\$147,562	\$150,513
EL2.6	\$150,643	\$153,656	\$156,729
EL2.7	\$156,608	\$159,740	\$162,935

Table 2: GA Graduate Broadband

	Pay Point	On Commencement of the Enterprise Agreement	12 months after commencement of the Enterprise Agreement	24 months after commencement of the Enterprise Agreement
Graduate Broadband	APS4.1	\$65,409	\$66,717	\$68,051
	APS4.2	\$67,450	\$68,799	\$70,175
	APS4.3	\$69,491	\$70,881	\$72,299
	APS4.4	\$71,964	\$73,403	\$74,871
	Soft Barrier			
	APS5.1	\$72,860	\$74,317	\$75,803
	APS5.2	\$74,631	\$76,124	\$77,646
	APS5.3	\$77,393	\$78,941	\$80,520
	APS5.4	\$80,897	\$82,515	\$84,165

2 TRANSLATION OF SALARIES UPON COMMENCEMENT OF THE AGREEMENT

General

- 2.1 Upon commencement of this agreement employees will translate from their previous classification and pay point to the classification and pay point specified in Column 2 of Table 1.
- 2.2 If, following translation under clause 2.1 above, the salary applicable to the pay point is less than the salary applicable to the employee prior to commencement of this agreement, the employee will translate to the next highest pay point within that classification.
- 2.3 If no higher pay point exists to translate to the employee will be maintained on their previous salary until such time as a pay point within the classification exceeds their salary.

ATTACHMENT 2 – ALLOWANCE RATES

Clause	Allowance	Frequency of payment	On commencement	12 months from commencement	24 months from commencement
32.11	Overtime Meal Allowance	Per occasion	\$31.17	\$31.79	\$32.43
35.1	Corporate Citizen Allowance	Fortnightly	\$27.02	\$27.56	\$28.11
38.1	Marine Survey Allowance	Daily	\$18.71	\$19.08	\$19.46
38.3	Airborne survey Allowance	Hourly	\$17.45	\$17.80	\$18.16
38.4	Land survey Allowance	Daily	\$86.54	\$88.27	\$90.03
38.5	Antarctic Allowance	Daily	\$219.08	\$223.46	\$227.93
42.8	Part Day Travel Allowance	Daily	\$69.28	\$70.66	\$72.08
42.10	Personal Equipment Allowance Travel to: New Zealand: Other overseas location	Once in 3 years	\$147.11 \$287.84	\$150.06 \$293.60	\$153.06 \$299.47
43.1	Remote Localities Allowance	Fortnightly	\$ 487.10 (with dependants) or \$340.99 (without dependants)	\$496.84 (with dependants) or \$347.81 (without dependants)	\$506.78 (with dependants) or \$354.76 (without dependants)

ATTACHMENT 3 – SUPPORTED WAGE SYSTEM

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

C.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

C.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

C.4.3 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

C.5.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

C.7.1 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

C.8 Other terms and conditions of employment

C.8.1 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

C.9 Workplace adjustment

C.9.1 An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial Period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the Trial Period must be no less than \$86 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/1077

Applicant:

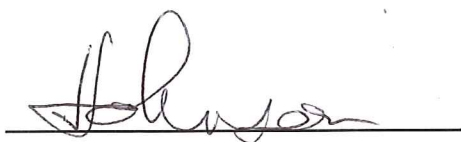
Geoscience Australia

Section 185 – Application for approval of a single enterprise agreement

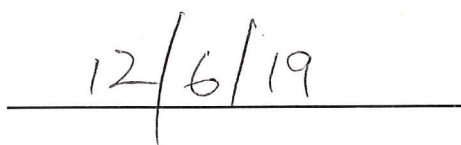
Undertaking- Section 190

I, Dr James Johnson, Chief Executive Officer for Geoscience Australia give the following undertakings with respect to the Geoscience Australia Enterprise Agreement 2019-2022 ("the Agreement"):

1. I have the authority given to me by Geoscience Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. Any employee engaged at the APS1 level will be commenced at the APS1.2 pay point as their base rate.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/1077

Applicant:

Geoscience Australia

Section 185 – Application for approval of a single enterprise agreement

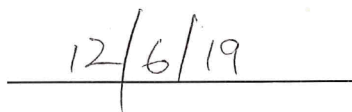
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Signature



Date