

Geoscience Australia

CERTIFIED AGREEMENT

2005-2008

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PART A INTRODUCTION

1 TITLE

- 1.1 This Agreement will be known as the Geoscience Australia Certified Agreement 2005-2008.

2 OUR ROLE AND VALUES

- 2.1 Geoscience Australia is a prescribed agency of the Department of Industry, Tourism and Resources, (ITR), which delivers on behalf of the Australian Federal Government, geoscience, research and information functions.
- 2.2 Geoscience Australia operates within the framework of ITR's mission as a national survey organisation, complementing the roles of State and other Commonwealth agencies.
- 2.3 We are an organisation that is striving to become a best practice organisation, focused on delivering to our clients a best practice, high quality service that is continually improving. Critical and fundamental to the goal are:
- (a) benchmarking improvement;
 - (b) flatter/broadbanded structures based on project/team based approaches;
 - (c) continuous feedback;
 - (d) recognition and reward;
 - (e) linked strategic, operational and performance planning;
 - (f) devolved responsibility to line managers that includes responsibility for their staff;
 - (g) management based on trust rather than control; and
 - (h) defined standards of service.
- 2.4 As required by the Public Service Act 1999, Geoscience Australia management and staff will uphold the APS Values. Geoscience Australia management will, in addition, promote the APS Values. Certification of this Agreement implies agreement by Geoscience Australia management and staff to the following values and a commitment from both to adopt behaviours in the workplace, which are consistent with all of these values. Our performance will be judged against all of these values. They are:
- (a) **Professionalism** - Doing the best job we can while serving our clients in a practical, diligent, rigorous and outcome-focused way.
 - (b) **Integrity** - Behaving ethically, and acting with honesty, loyalty and courage.
 - (c) **Openness** - Building trust, being frank, being open to ideas from both within and outside the Agency, and accessible to staff and clients.
 - (d) **Fairness** - Ensuring people get a 'fair go' and that all are treated equitably and justly.

- (e) **Respect** - Respecting each other, our families, our clients, those with different ideas, and those from diverse backgrounds and cultures.

3 AGREEMENT AIMS AND OBJECTIVES

3.1 The overall aims of this Agreement are:

- (a) to encourage high performance in:
 - (i) the achievement of planned outputs/results;
 - (ii) leadership;
 - (iii) people and project management;
 - (iv) client interaction;
 - (v) corporate contribution and
 - (vi) learning and development; and
- (b) to provide fair and equitable conditions of employment which will recognise the contribution and performance of Geoscience Australia employees, and which will assist employees to balance their work and personal commitments so that they may carry out their responsibilities for the achievement of Geoscience Australia's planned outputs as efficiently and effectively as possible.

3.2 These aims will be achieved by:

- (a) all staff committing to the organisation's objectives;
- (b) recognising high performance by basing merit progression on employees' level of responsibility, work performance and contribution;
- (c) passing on affordable pay increases which will not adversely affect Geoscience Australia outcomes;
- (d) improving the skills and expertise of individual employees by improving the learning environment;
- (e) supporting employees in managing their work and personal commitments by maintaining and enhancing flexibility in leave and work arrangements;
- (f) reducing administrative costs by implementing more efficient administrative procedures and
- (g) promoting secure employment and recognising that wage increases which are part of this Agreement will not bring about arbitrary job reductions.

4 INTERPRETATIONS AND DEFINITIONS

4.1 The following interpretations and/or definitions will apply:

"Action" is a process or act and includes a refusal or failure to act.

"Agreement" means the Geoscience Australia Certified Agreement 2005-2008.

"AIRC" means the Australian Industrial Relations Commission.

“APSC” means the Australian Public Service Commission.

“APS” means the Australian Public Service.

“AWA” means an Australian Workplace Agreement as defined in the *Workplace Relations Act 1996*.

“Award” means the Australian Public Service Award 1998 and any other award that would otherwise apply to employees covered by this Agreement.

“Chief Executive Officer” means the Chief Executive Officer of Geoscience Australia, or his/her delegate, or authorised person.

“Consultation” means participation contributing to the decision-making process, not only in appearance but in fact, and providing wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate; in making decisions, taking account of expressed views, and explaining decisions that have been made, including how the employee's views were taken into account.

“Department” or “ITR” means the Department of Industry, Tourism and Resources.

“Designated staff representative” means a person elected to represent employees, or a union delegate.

“EDFA” means Extra Duty in the Field Allowance.

“EDL” means Extra Duty Leave.

“Employee” means ongoing or non-ongoing employee, whether full-time or part-time, employed under and within the meaning of the *Public Service Act 1999* or its successor.

“External merit selection process” means a merit selection process that is open to candidates from both outside and inside Geoscience Australia.

“Family” includes a person who:

- is related by blood or marriage;
- has a strong affinity with the employee;
- stands in a bona fide domestic or household relationship with the employee, without discrimination as to sexual preference;
- is a child, step-child, adopted child or foster child of the employee; or
- is a child, step-child, adopted child or foster child of the person who stands in a bona fide domestic or household relationship with the employee.

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

“Gazette” means the Commonwealth of Australia *Public Service Gazette*.

“Immediate family” means a spouse, partner, parent, parent of spouse, foster parent, step parent, guardian, grandparent, sibling, step brother, step sister, half brother, half sister, child, adopted child, foster child, grandchild and step child of the employee or the employee’s spouse.

“Internal merit selection process” means a merit selection process that is restricted to Geoscience Australia employees.

“Irregular or intermittent employee” means a non-ongoing employee who is engaged on an irregular or intermittent basis.

“Nominated manager” means the person nominated by the Chief Executive Officer to whom the employee reports regarding work arrangements and his/her work plan and learning agreement.

“Ordinary days” means the days an employee usually attends the workplace.

“Ordinary hours” means the number of hours of attendance that an employee is paid to work, excluding overtime.

“Ordinary week” means the working days of the week an employee usually attends the workplace.

“Part-time work” is an arrangement where employees are engaged to work a regular number of ordinary hours per week, being less than the standard week.

“PCS Leave” means Personal Circumstances and Support Leave.

“Secretary” means the Secretary of the Department of Industry, Tourism and Resources (ITR).

“Shift work” means ordinary work that is rostered to be regularly undertaken outside of the period 7:00 am to 7:00 pm, Monday to Friday, or on a Saturday, Sunday or on Public Holidays for an ongoing or fixed period.

“Standard day” means a day of 7 hours 21 minutes for full-time employees or the nominated hours for a part-time employee.

“Standard hours” means 8:30 am to 4:51 pm with a one hour break between 12:30 pm and 1:30 pm, or as nominated by the employee's nominated manager for full-time employees, or the nominated attendance for a part-time employee.

“Standard week” means a week comprising of 36 3/4 hours, Monday to Friday, for full-time employees or the nominated hours and days of the week for a part-time employee.

“Study Assistance” is a formal scheme whereby employees can access paid time off to undertake formal studies that link to the achievement of Geoscience Australia’s corporate goals.

“Union” means any legally recognised staff organisation as defined by the *Workplace Relations Act 1996*, which has coverage in Geoscience Australia.

PART B TECHNICAL MATTERS

5 PERSONS BOUND

- 5.1 This Agreement is made between the Minister for Industry, Tourism and Resources and employees of Geoscience Australia (except as detailed in clause 6), the Community and Public Sector Union and the Australian Manufacturing Workers' Union, under section 170LJ of the *Workplace Relations Act 1996*.

6 COVERAGE

- 6.1 This Agreement applies to employees within Geoscience Australia, but does not apply to:
- (a) employees who are part of the Senior Executive Service; and
 - (b) employees who are covered by an Australian Workplace Agreement that prevails over this Agreement.

7 DURATION

- 7.1 This Agreement will commence operation on the later of certification by the AIRC or 1 July 2005. The nominal expiry date of this Agreement is 30 June 2008.
- 7.2 Negotiations between Geoscience Australia and its employees on a replacement agreement will commence no later than six months prior to the expiry date of this agreement.

Variation

- 7.3 Geoscience Australia and its employees acknowledge that this Agreement may be varied. In the event that variations to this Agreement are considered necessary, applications will be made to the AIRC to vary this Agreement pursuant to section 170MD of the *Workplace Relations Act 1996*.

8 COMPREHENSIVE AGREEMENT

- 8.1 This Agreement displaces all agreements and awards that would otherwise apply to Geoscience Australia employees, including:
- (a) Australian Public Service Award 1998;
 - (b) Continuous Improvement in the Australian Public Service Enterprise Agreement 1995 - 1996; and
 - (c) Geoscience Australia Certified Agreement 2002 – 2005.
- 8.2 Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employment is subject to the provisions of the following Acts (and Regulations and instruments made under the Acts), amongst others:
- (a) Workplace Relations Act 1996;
 - (b) Public Service Act 1999;
 - (c) Public Employment (Consequential and Transitional) Act 1999;

- (d) Long Service Leave (Commonwealth Employees) Act 1976;
- (e) Maternity Leave (Commonwealth Employees) Act 1973;
- (f) Disability Discrimination Act 1992 (Cth);
- (g) Racial Discrimination Act 1975 (Cth);
- (h) Sex Discrimination Act 1984 (Cth);
- (i) Superannuation Act 1976;
- (j) Superannuation (Productivity Benefit) Act 1988;
- (k) Superannuation Act 1990;
- (l) Safety, Rehabilitation and Compensation Act 1988; and
- (m) Occupational Health and Safety (Commonwealth Employment) Act 1991.

- 8.3 This agreement is a full and final settlement of all claims served on Geoscience Australia up to and including the date of certification of this agreement.

It is agreed by the parties to this agreement and the employees covered thereby, that up to the nominal expiry date of this agreement, the parties will not pursue or make any further claims in respect of improvements in terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this agreement.

9 FURTHER AGREEMENTS

- 9.1 The Chief Executive Officer may enter into Australian Workplace Agreements (AWAs) with employees covered by this Agreement.
- 9.2 Where AWAs are made they shall either:
- (a) operate to the exclusion of this Agreement; or
 - (b) incorporate the terms of this Agreement but prevail over those terms to the extent of any inconsistency, as specified in each AWA.

10 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

- 10.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- ⊙ Division 3 of Part VIA of the Workplace Relations Act 1996;
 - ⊙ other Commonwealth laws (including the Constitution); and
 - ⊙ at common law.

Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes, as addressed in clauses 12 of this Agreement.

Nothing in this Agreement prevents the Agency Head from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with subsection 170CM(1) (c) of the Workplace Relations Act 1996, subject to compliance with the procedures established by the Agency Head for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act 1999.

11 CONSULTATIVE ARRANGEMENTS

- 11.1 Full and effective consultation, involvement and participation are essential for the successful implementation of this Agreement. It is the responsibility of both Geoscience Australia and its employees to fully and cooperatively participate in any consultative arrangements. All parties agree to achieve these objectives as set out in the following clauses.
- 11.2 Geoscience Australia and its employees agree to continue the existing Workplace Relations Committee, chaired by the Chief Executive Officer or his/her representative, and comprising proportionate staff representation, elected by each of the major workplaces in Geoscience Australia, a representative from each of the unions with coverage in Geoscience Australia and management representatives.
- 11.3 Access to appropriate facilities (including communication systems, office equipment and notice boards) and time will be made available to designated staff representatives.
- 11.4 The Workplace Relations Committee will have as a primary responsibility the monitoring and review of the implementation of this Agreement. The Committee will be the main vehicle for ongoing employee participation and consultation regarding matters covered by the Agreement and any associated variations.
- 11.5 Staff representatives on the Workplace Relations Committee will be elected within a reasonable time period following certification of this agreement, and will remain in place for the term of this agreement.
- 11.6 The Workplace Relations Committee will meet at least once every quarter, or more frequently if requested by Committee members, to make recommendations to the Geoscience Australia Executive Board and its sub-committees.
- 11.7 Divisional meetings (team briefings) will provide a further mechanism for sharing information and for staff feedback on workplace issues.

12 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

- 12.1 Consistent with section 170LT(8) of the *Workplace Relations Act 1996*, the following are the procedures for preventing and settling disputes between

Geoscience Australia and its employees concerning the application or interpretation of this Agreement.

- 12.2 Without prejudice to either the employer or the employees, Geoscience Australia and its employees will ensure that work continues and that work practices will be in accordance with relevant Acts and agreements, and custom and practice. In instances where a genuine safety issue is identified, employees will not be required to continue working in an unsafe environment, but will be required to undertake suitable alternative work until the issue is resolved.
- 12.3 It is the responsibility of Geoscience Australia and its employees to take reasonable and genuine internal steps to prevent or settle disputes by discussion. In each instance, the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.
- 12.4 In the first instance, disputes should be addressed at the local work area level through discussions between the relevant nominated manager and the staff member(s) involved. If the dispute is not resolved or if it is not appropriate for the dispute to be resolved there, the matter may be referred to more senior levels of management for resolution. If the dispute is still unresolved, it may be referred to the Workplace Relations Committee, which may make a recommendation to the Chief Executive Officer.
- 12.5 In the event that the dispute is unable to be resolved after following the steps in Clause 12.4 above, the specific matter or matter(s) in dispute may be referred to the AIRC by the parties to the dispute.
- 12.6 Consistent with section 170LW of the Workplace Relations Act 1996, the AIRC, by this Agreement, is empowered to settle the matter in dispute, unless otherwise specified in this Agreement.
- 12.7 An employee is entitled to be supported and/or represented at any stage of these procedures, by a person or organisation, (which may include a union), of their own choice.

13 REVIEW OF MANAGERIAL DECISIONS

- 13.1 Subject to Clause 10, where an employee is aggrieved by a decision or action affecting him/her, every effort should be made to resolve the issue through discussion between the employee and his/her nominated manager.
- 13.2 Where the matter is still unresolved, it should be referred to a more senior manager for discussion. If these discussions still fail to resolve the issue, an employee may apply to the Chief Executive Officer for the matter to be resolved. The Chief Executive Officer may then appoint an independent person to investigate the matter and make recommendations, where appropriate.
- 13.3 The Chief Executive Officer will provide the aggrieved employee/s with the investigators written report and advise those concerned in writing of his/her decision and the reasons for that decision.
- 13.4 Nothing in this section limits employee's rights to seek a review of actions in accordance with the Public Service Act 1999 and the Public Service Regulations.

14 ANTI-DISCRIMINATION PROVISIONS

- 14.1 Consistent with our values, Geoscience Australia and its employees respect and embrace the diversity of our workforce by helping to prevent and eliminate discrimination at Geoscience Australia on the basis of race, colour, sex, sexual preference, trans-sexuality, impairment, disability, profession, trade, occupation or calling, age, marital status, status as a parent or carer, pregnancy, religious or political conviction, national extraction, social origin, or membership or non-membership of an association of employees or employers and association (whether as a relative or otherwise) with a person identified by reference to an attribute referred to in this clause.
- 14.2 This Agreement does not allow any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State, or Territory legislation.

15 DELEGATIONS

- 15.1 The Chief Executive Officer may delegate any of his/her authorities or functions specified in this Agreement. The Chief Executive Officer may issue binding instructions relating to the application of such delegations.

16 FORMAL ACCEPTANCE OF THIS AGREEMENT

16.1 This Agreement is made and approved under section 170LJ of the *Workplace Relations Act 1996*. Accordingly, it is an agreement between the employer, Community and Public Sector Union, Australian Manufacturing Workers' Union and the employees whose employment is subject to this Agreement.

16.2 Employer

Signed for, and on behalf of, the Minister for Industry, Tourism and Resources by the Chief Executive Officer of Geoscience Australia:

Signed

Name Dr Neil Williams
 Chief Executive Officer

Date

16.3 Union Representatives

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

Signed

Name

For CPSU

Date

Signed

Name

For AMWU

Date

PART C WORKPLACE ARRANGEMENTS

17 THE WORKPLACE

17.1 The concept of the workplace at Geoscience Australia goes beyond the traditional notion of an office environment. The diverse nature of work carried out by our employees lends itself to a range of working environments including the office, laboratory, field operations and home-based work.

The office

17.2 Geoscience Australia will provide its employees with suitable accommodation to allow them to perform their duties in a safe and healthy working environment.

The laboratory

17.3 Geoscience Australia will provide its employees with laboratory facilities, as required, and these will be designed to allow them to perform their duties in a suitable, safe and healthy environment.

The field

17.4 A significant feature of the work which is carried out at Geoscience Australia involves employees carrying out field work, ie working away from headquarters, often in rural or remote areas of Australia (and also overseas), involving land-based, sea-going and airborne operations. An employee working in the field will be subject to the Geoscience Australia travel arrangements and conditions as detailed in section 40 and section 45 of this Agreement. He/she will be paid for extra duty and environmental hardship in accordance with section 40 of this Agreement.

Home based work

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

PART D HOURS

18 FLEXTIME AND FLEXIBLE WORKING HOURS

General

- 18.1 Geoscience Australia and its employees recognise the benefits to both individuals and the organisation, of the continuation of flexible working hours.
- 18.2 The flextime system will normally be available to all employees, both full-time and part-time, classified as Band 1 and Band 2.
- 18.3 Subject to agreement with the employee's nominated manager, Band 3 employees will be subject to the flexible working hours provisions outlined in clauses 18.28 to 18.30.

Days of business

- 18.4 The normal days of business for employees are Monday to Friday inclusive. An employee and his/her nominated manager may agree to substitute Saturday or Sunday for a weekday. Where such agreement is reached, all work within the bandwidth hours applying to that employee, other than approved overtime, will be paid at ordinary rates of pay.
- 18.5 Managers cannot direct employees to work one day of the weekend as a normal day of business, but where employees avail themselves of this option, no penalty payments will be payable for work on the nominated weekend day(s).

Standard hours

- 18.6 The standard hours of work for all full-time employees covered by this Agreement shall be 7 hours 21 minutes per day on normal days of business, with total weekly hours of 36 hours 45 minutes.
- 18.7 For the purposes of debiting leave, calculating salary and entitlements for employees, and subject to the provisions for part-time employees specified in section 19 of this Agreement, the standard hours will be 8:30 am to 4:51 pm with a one hour lunch break, normally between 12.30 pm and 1.30 pm, unless otherwise specified by the employee's nominated manager.

Bandwidth

- 18.8 Subject to Clause 18.9, the bandwidth of hours will be from 7:00 am until 7:00 pm on the employee's normal days of business, as defined in Clauses 18.4 and 18.5 of this Agreement.
- 18.9 The bandwidth may be varied by agreement between the employee and the Chief Executive Officer.

Working Under the Flextime System

- 18.10 Employee's participating in the flextime system may vary their starting and finishing times on any normal day of business, subject to operational requirements and clause 18.9.

- 18.11 An employee's nominated manager may require an employee, for operational reasons, to be present for any period during the bandwidth hours which apply to that employee.
- 18.12 Employees are only able to work additional hours beyond their standard hours where there is sufficient meaningful work available. A nominated manager may require an employee to finish work on any day once he/she has worked his/her standard hours, or not to start work until the commencement of standard hours, where there is insufficient meaningful work available.
- 18.13 Employees must not work for longer than 5 hours without taking an unpaid meal break of at least 30 minutes.
- 18.14 Employees should not normally work more than 10 hours during the bandwidth hours.

Settlement period

- 18.15 The Settlement period is a four-week period as nominated by the Chief Executive Officer.

Flex Credits and Flex Debits

- 18.16 A full-time employee accumulates a flex credit by working more than 7 hours 21 minutes on any normal day of business for that employee. A full-time employee's flex credits are reduced where the employee works less than 7 hours 21 minutes on any normal day of business.
- 18.17 A part-time employee accumulates a flex credit by working more than the daily hours specified in his/her Part-time Work Agreement. A part-time employee's flex credits are reduced where the employee works less than the daily hours specified in his/her Part-time Work Agreement.
- 18.18 A full-time employee accumulates a flex debit by working less than 7 hours 21 minutes on any normal day of business for that employee. A full-time employee's flex debits are reduced where the employee works more than 7 hours 21 minutes on any normal day of business.
- 18.19 A part-time employee accumulates a flex debit by working less than the daily hours specified in his/her Part-time Work Agreement. A part-time employee's flex debits are reduced where the employee works more than the daily hours specified in his/her part-time Work Agreement.
- 18.20 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.
- 18.21 The maximum flex credit at the end of each settlement period is 36 $\frac{3}{4}$ hours. An employee may exceed the maximum flex credit with agreement by their nominated manager, including agreement on when the flex credit will be reduced to below the maximum.
- 18.22 Where an employee has more than the maximum flex credit at the end of the settlement period and there is no agreement reached with his/her nominated

manager as detailed in clause 18.21, the employee's flex credit will be reduced to 36 ³/₄ hours from the start of the following settlement period.

Recording

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

Working Standard Hours

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

Flex Leave

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

18.26 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.

18.27 Subject to operational requirements, employees may take up to and including five days of flex leave during the settlement period, as long as the flex leave would not result in the employee accumulating more than 10 hours of flex debit.

Flexible working hours for Band 3 employees

18.28 Band 3 employees may work under a flexible working hours arrangement as detailed in this Section, subject to the agreement of the employee's nominated manager.

18.29 Under the flexible working hours arrangement, employees are expected to manage their own time and keep accurate records of working hours.

18.30 Band 3 employees may have time off during normal days of business where agreed to with his/her manager, as long as the time off does not impact on the achievement of required outcomes by the employee.

19 PART-TIME WORK

19.1 This Agreement recognises that employees may seek to vary their hours from full-time to part-time. Approval is subject to operational requirements and the nominated manager's agreement.

19.2 This Agreement also recognises that management will sometimes have a body of work that does not constitute a full-time workload. In these cases, the Chief Executive Officer may create a part-time job.

19.3 No full-time employee will be made part-time without his/her consent.

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

Access to part-time work

- 19.5 All ongoing employees covered by this Agreement are eligible to apply to work on a part-time basis.
- 19.6 Management will consider the application and provide the applicant with reasons in writing for any refusal of an application for part-time work within 4 weeks of receipt of the application. The applicant will be informed of avenues to seek review of the decision.
- 19.7 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 Chief Executive Officer.
- 19.8 Employees returning from Maternity or Parental Leave are entitled to access part-time employment for a minimum period of 18 months after return to work. Where the employee and the Chief Executive Officer do not agree on the number of weekly part-time hours to be worked, the part-time hours will be 20 or 25 hours per week as determined by the employee.

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

- 19.9 Where a full-time employee is approved to work part-time for an agreed period, the employee will have a right to revert to fulltime employment at the end of the agreed period at the Level and, wherever possible, in the duties that the employee performed prior to entering into the part-time work arrangement.

Hours

- 19.10 The Chief Executive Officer will specify in a Part-time Work Agreement before an employee commences duty on a part-time basis:
- (a) the agreed weekly hours of duty;
 - (b) the standard hours that will apply to the employee, including nominal starting and finishing times and on which days of the week; and
 - (c) any rights to revert to full-time employment in accordance with clause 19.9.
- 19.11 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.
- 19.12 Each nominal attendance included in an employee's Part-time Work Agreement must be for a minimum of three continuous hours unless otherwise agreed by the employee and his/her nominated manager.

20 IRREGULAR OR INTERMITTENT EMPLOYEES

- 20.1 Irregular or Intermittent Employees will receive a 15% loading on their salary in lieu of access to paid leave, other than long service leave, and payment for public holidays, unless they actually work on the public holiday.

PART E CLASSIFICATION STRUCTURE

21 CLASSIFICATION STRUCTURE

- 21.1 The classification structure is specified at section 71, Schedule 1.
- 21.2 On translation there will be special arrangements for particular employees, as described in subclauses 3.3, 3.4, 3.5 and 3.6 below.

22 TRANSITIONAL PAY POINTS

- 22.1 Pay points in section 71, Schedule 1 labelled transitional Pay Points cannot be accessed through the recruitment process, or through the Merit Advancement Scheme.
- 22.2 Transitional Pay Points only occur at the bottom of Level 4, 5 and 6, and are identified in section 71, Schedule as pay points 4.0, 5.0 and 6.0 respectively.
- 22.3 Employees on a Transitional Pay Point shall remain on that Pay Point until one of the following occurs:
 - (a) the employee successfully applies for advancement to a higher Pay Point or Level within the employee's existing Band; or
 - (b) the employee is promoted to a higher Band.
- 22.4 When there are no longer any employees paid at a Transitional Pay Point, that Pay Point will be deleted from the Pay Point structure.

23 NON REDUCTION ALLOWANCE

- 23.1 To ensure all staff receive a minimum 3.75% salary increase on certification of this Agreement, any staff whose new salary under the Pay Scale Restructure would increase less than 3.75% on their salary under the previous Agreement will receive a Non Reduction Allowance equal to the difference between the new salary and the amount of their salary under the previous Agreement plus 3.75%.
- 23.2 As the salary for Transitional Pay Points at the bottom of Levels 4, 5 and 6 is the same as the highest Pay Point at the previous level, a Non Reduction Allowance will be payable to staff on these Transitional Pay Points.
- 23.3 The employee's salary for superannuation purposes will include any Non Reduction Allowance paid.
- 23.4 The Non Reduction Allowances are specified at section 71, Schedule 1
- 23.5 Employees entitled to a Non Reduction Allowance upon certification of this agreement shall continue to receive this allowance until one of the following occurs:
 - (a) the employee successfully applies for advancement to a higher Pay Point or Level within the employee's existing Band; or
 - (b) the employee is promoted to a higher Band.

PART F SELECTION AND RECRUITMENT OF PEOPLE

24 RECRUITMENT

- 24.1 Geoscience Australia is committed to implementing and sustaining best practice in the recruitment, promotion, movement between agencies and advancement of its people. Best practice includes maintaining openness and transparency and ensuring that all permanent selections are based solely on merit in accordance with APS principles.
- 24.2 When filling vacancies, the Chief Executive Officer will determine whether employees are to be recruited to Geoscience Australia on an ongoing basis or on a non-ongoing basis, having regard to effective resource management, organisational requirements and the career management and development needs of existing employees.

Salary Maintenance

- 24.3 At the discretion of the Chief Executive Officer, a person moving to Geoscience Australia after certification of this Agreement, whose salary with their previous employer exceeds the current maximum of the relevant classification level in this Agreement, may be maintained on their current salary until such time as their salary is absorbed by Geoscience Australia pay increases.

25 PROBATION

- 25.1 At the time of engagement, the Chief Executive Officer will inform each employee in writing of the conditions of engagement, including:
- (a) the type of employment;
 - (b) whether a probationary period applies, and, if so, the expected duration of the period (normally 3 months), and if extensions are allowed (normally another 3 months);
 - (c) if the person is engaged for a specified term, the relevant reason or purpose specified in the Public Service Regulations and the specified term;
 - (d) if the person is engaged for the duration of a specified task, the task for which the person has been engaged and the estimated duration of the task; and
 - (e) the terms and conditions governing his/her employment.

26 GEOSCIENCE AUSTRALIA GRADUATE TRAINEE SCHEME

- 26.1 Geoscience Australia may engage an employee as a Graduate. A Graduate will be engaged as non-ongoing employees for the duration of the program.
- 26.2 The program will normally be for a 12 month period.
- 26.3 On engagement, a Graduate will be paid at the first Pay Point in Band 1 Level 2. The Chief Executive Officer may determine that the Graduate is to be paid at

the second Pay Point within that Level where he/she considers the employee's experience and/or qualifications justify payment at the higher level.

- 26.4 The mandatory entry-level requirements, prescribed training programs, trainee evaluation and completion criteria are set out in Geoscience Australia policies and procedures and will be advised to Graduates.
- 26.5 Where the Graduate does not meet the evaluation and completion criteria, his/her employment may be terminated.
- 26.6 Where the Graduate meets the evaluation and completion criteria, he/she will be encouraged to apply for positions within Geoscience Australia. It is Geoscience Australia's intention that there will be positions advertised around the time of the completion of the program, for which Graduates will be encouraged to apply. A competitive merit selection process, including open advertisement in the Commonwealth Government Gazette, will apply to these positions.

27 TRAINEESHIPS

- 27.1 Geoscience Australia may engage a trainee as a non-ongoing employee on approved traineeships consistent with s170X and s170XC [for approved apprenticeships, s170XD] of the Workplace Relations Act 1996 (the Act), which will normally be for a 12 month period.

PART G REMUNERATION

28 PAYMENT OF SALARY

28.1 Employees will be paid fortnightly based on the following formula:

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

28.2 Salary Pay Points are in section 71, Schedule 1 of this Agreement.

Method of payment

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

Salary on engagement

28.4 On engagement of an ongoing APS employee, he/she will be paid at the minimum Pay Point of the relevant Level of the relevant Band, or as authorised by the Chief Executive Officer.

Employees working at a lower Level

28.5 Where an employee agrees, in writing, to temporarily perform work at a lower Level, the Chief Executive Officer may determine in writing that the employee shall be paid at a salary rate applicable to the lower Level for the agreed time.

28.6 Where an employee agrees in writing to reduction in classification, an appropriate Pay Point will be determined by the Chief Executive Officer, subject to clause 68.35.

29 OTHER RATES OF PAY

Junior rates of pay

29.1 Junior rates of pay may apply to Band 1 employees, who are less than 21 years of age, where allocated a classification that equates to the APS 1 level. Junior rates are the following percentages of the minimum Pay Point of the Band 1 Level 1:

at 17 years and under -	60%
at 18 years -	70%
at 19 years -	81%
at 20 years -	91%

Traineeships

29.2 Notwithstanding anything to the contrary in this Agreement, the pay rate applying to an employee undertaking an approved traineeship shall be the appropriate percentage (as defined in the Act) of the pay rate which would apply to the employee under this Agreement for the work being performed by the employee, if the employee was not undertaking the traineeship.

Supported rates of pay

29.3 Supported salary rates and conditions of employment as set out in clause 35.5 shall apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

30 FLEXIBLE REMUNERATION PACKAGING

30.1 Flexible Remuneration Packaging is available to employees covered by this Agreement on a salary sacrifice basis in accordance with the Geoscience Australia Flexible Remuneration Packaging Policy.

30.2 Flexible Remuneration Packaging is being offered to employees on the basis that it will involve no additional cost to Geoscience Australia. Accordingly, any Fringe Benefits Tax and administrative costs incurred as a result of Flexible Remuneration Packaging arrangements will be met by the employee on a salary sacrifice basis.

31 CA PAY INCREASES

31.1 The following pay increases will be payable under this Agreement:

- (a) 3.75 per cent from the first full pay period after the Certification Date;
- (b) 2.75 per cent from the first full pay period after 1 July 2006; and
- (c) 3.5 per cent from the first full pay period after 1 July 2007.

31.2 The pay increases are in recognition of the following productivity improvements that are anticipated during the life of the agreement:

- (a) savings identified by project teams and applied to individual projects without any reduction to required outcomes, quality or timeframes;
- (b) conducting the Level Advancement Merit Round every two years, instead of every year
- (c) consolidation of press advertising for vacant positions;
- (d) implementation of the TRIM weblink initiative;
- (e) savings made from better staff care for the building; and
- (f) energy savings achieved by staff adopting better practices proposed by the by the Green Team.

31.3 In addition, a further 1 per cent increase will be payable from the first full pay period after 1 July 2006 where staff usage rates of the TRIM Electronic Document Storage System by 30 June 2006 have reached 50 per cent.

32 TEMPORARY ASSIGNMENT

32.1 Periods of temporary assignment that are longer than 6 months will be advertised internally and be subject to a merit selection process.

32.2 An initial temporary assignment at a higher Level for less than 6 months that is extended by a period or periods which make it longer in total than six months, must be advertised as specified in clause 32.1.

- 32.3 Employees who are asked to undertake work at a higher Geoscience Australia Level for less than eight weeks will not receive additional remuneration but will be able to use the experience to support their application, should they wish to apply for advancement to a higher Pay Point, Level or Band. Where an employee works broken periods at a higher Level totalling more than two months in a 12 month period, any periods in excess of two months will be eligible for payment at the higher Level.
- 32.4 Where an employee is asked to undertake work at a higher Geoscience Australia Level for longer than eight weeks, written confirmation will be prepared which contains details of agreed responsibilities, timeframe and remuneration. During the Temporary Assignment period, employees will be paid at the agreed remuneration level during any periods of leave. Superannuation contributions will be payable at the higher Level after a continuous period of 12 months of the temporary assignment.
- 32.5 Where non-SES employees are required to temporarily perform work in Senior Executive Service jobs for more than eight weeks, they will be remunerated at a level determined by the Chief Executive Officer.
- 32.6 An employee on a temporary assignment at a higher Level for more than two months is eligible to apply for advancement through the Geoscience Australia Merit Advancement Scheme at the higher Level.

33 OVERTIME

General Principles

- 33.1 Overtime is payable where an employee is required by the Chief Executive Officer to work additional hours outside of the standard hours that apply to a full-time employee, or the hours of duty that are specified in a Part-time Work Agreement for a part-time employee.
- 33.2 In normal circumstances, an employee will work within the flextime bandwidth hours and manage their hours and work accordingly.
- 33.3 Paid overtime is only available for Band 1 and Band 2 employees. In exceptional circumstances, the Chief Executive Officer may authorise payment of overtime for Band 3 employees.
- 33.4 Where the Chief Executive Officer authorises overtime for Band 3 employees, the overtime rate will be based on the maximum rate of pay for Band 2 employees.
- 33.5 The Chief Executive Officer 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.
- 33.6 Wherever possible, 24 hours notice of the requirement to work overtime must be given to the employee, except in exceptional circumstances.
- 33.7 Employees carrying out field work (as defined in clause 17.4 of this Agreement) will not be eligible for overtime, but rather will receive Field Allowance in accordance with section 40 of this Agreement, in respect of extra duty worked.

33.8 The Chief Executive Officer may approve the reimbursement of reasonable expenses incurred by an employee because of a requirement to work overtime. Without limiting the Chief Executive Officer's discretion, such expenses may include taxi fares or child care expenses. To be eligible for reimbursement, the Chief Executive Officer's approval must be obtained in advance. In relation to the reimbursement of child-care expenses, it must be clearly understood that reimbursement is a discretionary approval and must be approved as a known amount in advance.

Overtime Payment rates

33.9 The following penalty rates for overtime performed on the following days will apply:

- (a) Overtime worked for the first three hours Monday to Saturday - time and a half,
- (b) Overtime worked after the first three hours Monday to Saturday - double time,
- (c) Overtime worked on a Sunday - double time,
- (d) Overtime worked on a public holiday - 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).

33.10 The following formulae will be applied for calculating overtime:

Time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times \frac{3}{2}$$

Double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times 2$$

Double time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{Normal weekly hours}} \times \frac{5}{2}$$

33.11 Employees 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 33.9.

Minimum payment

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

Overtime meal allowance

33.13 A meal allowance is payable to an employee who:

- (a) is required to work overtime beyond a meal allowance period as defined in clause 33.14 and, either prior to or after the completion of the employee's ordinary hours, takes an unpaid meal break and is unable to return home for a meal;
- (b) is required to perform 5 hours or more duty on a Saturday, Sunday or public holiday (in addition to the employee's normal weekly hours of duty) extending beyond a meal break and is not entitled to a salary payment for that meal break; or
- (c) works paid overtime that is continuous with non-overtime duty and works to the completion of a meal period without a break for a meal.

33.14 The meal allowance rate will be as advised in Department of Employment and Workplace Relations advices. If these advices cease, the Workplace Relations Committee will review the rates every 12 months.

33.15 Meal allowance periods are:

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

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

Rest relief after overtime

33.17 Where there is less than 8 hours, plus reasonable travel time, between the cessation of overtime and the commencement of the standard hours on the employee's next day of business, he/she will be entitled to be absent from work until the eight hours plus reasonable travel time has elapsed. He/she will be credited as having worked whatever time falls within the standard hours occurring during the employee's absence.

33.18 If an employee is required to resume or continue work on the instruction of the Chief Executive Officer, without having had 8 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 8 consecutive hours, plus reasonable traveling time off duty.

34 SHIFT WORK

General shift provisions

34.1 An employee is regarded as working shift work where he/she is required by the Chief Executive Officer to regularly work rostered shifts which fall between the hours of 7 pm and 7 am or on weekends.

- 34.2 The payment of a shift penalty does not preclude the payment of overtime where the Chief Executive Officer requires an employee to work outside his/her rostered hours.
- 34.3 Shift penalty payments will not count for overtime payments or for any other allowance based upon salary.
- 34.4 Shift allowances will continue to be paid while an employee is on recreation leave, where the employee will continue to work shift work on his/her return from recreation leave.
- 34.5 Employees will not work more than one shift every 24 hours, except where there is a regular changeover of shifts.
- 34.6 Employees may exchange shifts by mutual agreement, provided the arrangement does not give any employee an entitlement to an overtime payment.
- 34.7 An employee who is rostered to perform and performs duty on a shift, any part of which falls between the hours of 7.00pm and 7.00am, will be paid a loading of 15% for the whole of that shift.

Office based shift provisions

- 34.8 Employees who are required to undertake rostered weekend work will receive an additional 0.5 days recreation leave for each Sunday worked up to a maximum of 5 days additional leave in a year. This clause does not apply to staff on restriction duty.
- 34.9 Employees working office based shift provisions will receive 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 7pm and 7am – shift loading of 15 per cent for each such 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 per cent for each such shift;
 - (c) where any part of a shift occurs on a Saturday, - shift loading of 50 per cent for the entire shift;
 - (d) where any part of a shift occurs on a Sunday – shift loading of 100 per cent only for those hours that are on a Sunday; and
 - (e) where any part of a shift occurs on a public holiday – shift loading of 150 per cent only for those hours that are on the public holiday with at least 3 hours of the shift to receive that loading.
- 34.10 For the purposes of clause 34.9(e), Christmas Day is regarded as a public holiday even where there is a substitute day when Christmas Day falls on a weekend.
- 34.11 Where an employee is subject to 7 day rostering arrangements and a public holiday occurs on a rostered day off, the employee will be granted another day

off, if practicable, within a month. If this is not practicable, the employee will be paid one day's pay at the ordinary rate.

34.12 Overtime rates will apply for any duty that is undertaken outside of rostered hours of duty, as long as the work has been approved in advance by the Chief Executive Officer.

34.13 Geoscience Australia and its employees agree to negotiate on roster arrangements.

Vessel based shift provisions[Error! Bookmark not defined.](#)

34.14 To be eligible for shift allowance while working aboard a vessel, all or part of the shift must have been worked while aboard the vessel after it has left shore (ie with no gangway access between the shore and the vessel) and before it returns to shore at the completion of the scheduled journey.

34.15 However, if the vessel returns to shore for repairs or some other short term need and the employee continues to work shifts, he/she will continue to be paid shift allowance.

34.16 If all or part of a shift has been worked while a vessel is out at sea, the whole of that shift (ie 7 hours 21 minutes) will be subject to a penalty of 15%.

35 SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY

Employment at lower than specified salary levels

35.1 Consistent with the social justice objectives of the APS, employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which employed, at a rate below the salary levels prescribed in this Agreement.

Definitions

35.2 The following definitions will apply in this Section:-

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability.

'Accredited Assessor' means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the supported wage system.

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

'Assessment instrument' means the form 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.

Eligibility Criteria

35.3 Subject to the following two paragraphs, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work Level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

35.4 The provisions of this section do not apply to:

- (a) any existing employee who has a claim against the Commonwealth which is subject to the provisions of the workers' compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or
- (b) an employee in respect of whom funding has been provided under the Disability Services Act 1986 for the dual role of service provider and sheltered employer.

Supported Salary Rates

35.5 Employees to whom the provisions in this Section apply will be paid the applicable percentage of the relevant salary rate prescribed below for the work Level they are performing as follows, provided that the amount payable will not be less than the maximum amount a single adult on the Disability Support Pension may earn before his/her pension payments are affected under the Income Test applied under the *Social Security Act 1991*.

Supported Salary Rates Percentages

Column 1	Column 2
Assessed capacity	% of prescribed salary rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

* Where a person's assessed capacity is 10%, the employee will receive a high degree of assistance and support.

Assessment of Capacity

35.6 For the purpose of establishing the percentage of the salary rate to be paid to an employee under the provisions of this section, the productive capacity of the

employee will be assessed in accordance with the Supported Wage system and documented in an assessment instrument by an accredited assessor.

Lodgment of Assessment Instrument

35.7 All assessment instruments, including the assessment of the percentage of the salary rate to be paid to the employee, will be lodged by the Chief Executive Officer with the Industrial Registrar of the AIRC. All assessment instruments will be agreed and signed by the employee and the Chief Executive Officer.

Review of Assessment

35.8 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

35.9 Where an assessment has been made, the applicable percentage will apply to the salary rate only. Employees covered by the provisions of this Section will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement.

Workplace Adjustment

35.10 Where the Chief Executive Officer employs a person under the provisions of this Section, reasonable steps to make changes in the workplace will be taken to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working arrangements and work organisation in consultation with other employees in the work area.

Trial Period

35.11 In order for an adequate assessment of the employee's capacity to be made, the Chief Executive Officer may employ a person under the provisions of this section for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

35.12 During that trial period, the assessment of capacity will be undertaken and the proposed salary rate for a continuing employment relationship will be determined.

35.13 The minimum amount payable to the employee during the trial period will not be less than the maximum amount a single adult on the Disability Support Pension may earn before his/her pension payments are affected under the Income Test applied under the *Social Security Act 1991*.

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

35.15 Where the Chief Executive Officer and the employee wish to establish a continuing employment relationship following the trial period, further employment arrangements will be based on the assessment outcome.

PART H ALLOWANCES

36 PAYMENT OF ALLOWANCES

- 36.1 Unless otherwise specified in this Part, the rates for allowances covered in this Part are detailed in Schedule 2.
- 36.2 All claims for allowances must be completed and submitted for approval within 4 weeks of completion of the duty, field trip etc, unless outside the employee's control.
- 36.3 Payment of claims will be made within four weeks of submission.
- 36.4 Rates for allowances will be assessed for update by the Workplace Relations Committee in accordance with the Department of Employment and Workplace Relations Advices as issued from time to time. The Workplace Relations Committee will then recommend any changes considered necessary to the Chief Executive Officer for approval.
- 36.5 Should the Department of Employment and Workplace Relations Advices cease, the Workplace Relations Committee will review the rates every 12 months.

37 FIRST AID ALLOWANCE

- 37.1 An employee who possesses a current first aid certificate and who is designated by the OH&S Committee to undertake first aid responsibilities within Geoscience Australia will be paid a First Aid Allowance. First Aid Allowance will count as salary for all purposes.

38 FIRE WARDEN'S ALLOWANCE

- 38.1 An employee who is appointed by the Chief Executive Officer as a Fire Warden shall be paid a Fire Warden's Allowance. The Fire Warden's allowance will count as salary for all purposes.

39 MOTOR VEHICLE ALLOWANCE

- 39.1 In circumstances where the Chief Executive Officer considers that it will result in greater efficiency or involve less expense, he/she may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with the rates advised by the Australian Taxation Office.

40 FIELD WORK

- 40.1 Geoscience Australia's role as a government geoscientific mapping and research agency necessarily involves employees working in the field. Field work is defined in clause 17.4 of this Agreement. It should be noted that field work does not constitute a long term temporary transfer situation.

- 40.2 Employees working in the field will often be expected to work long and/or irregular hours in an environment where the comforts of an office will seldom be present. This section sets out the agreed method of remunerating employees working in the field in respect of these discomforts.
- 40.3 This section applies to all Geoscience Australia employees who are required to work in the field.

Extra duty worked in the field - conditions applying to all field employees

- 40.4 Employees while travelling to and from a field location from their designated base to work on a field survey will be considered to be on duty, and this duty will count towards Extra Duty in the Field Allowance (EDFA). For the purposes of this clause, travel includes travelling by aircraft, ship, rail or road vehicle.
- 40.5 For the purpose of Clause 40.4, "base" is defined as the location at which employees are accommodated overnight (e.g. motel, field base camp) during the period of field work. Where employees undertake field work for only one day (i.e. no overnight accommodation required), "base" is defined as their point of departure (e.g. GA Building).
- 40.6 Unless notified otherwise, staff processing EDFA payments will assume field travel commenced at 8:30 am and finished at 4:51 pm on days where an employee has travelled to or from the field location.
- 40.7 Employees working in the field, regardless of their actual field locality, will only be entitled to public holidays which apply at their headquartered location (eg ACT based field staff required to work in Queensland on Canberra Day would receive Extra Duty Leave for that duty, even though the duty was not carried out on a Queensland public holiday).
- 40.8 Employees working in the field will not be eligible to accumulate flex credits.

Extra duty in the field allowance (EDFA)

- 40.9 Employees classified as Band 1 or Band 2 will be paid Extra Duty in the Field Allowance (EDFA) for all extra duty performed, up to a maximum weekly limit of 27.5 hours (27 hours 30 minutes) EDFA.
- 40.10 EDFA for these employees will comprise payment at 1.6 times the employee's ordinary hourly rate of pay, in respect of such extra duty.
- 40.11 EDFA will be paid for all extra duty worked on weekdays, Saturdays, Sundays and Public Holidays, subject to the limits specified in clause 40.9.
- 40.12 Employees classified as Band 3, will be paid EDFA for all extra duty performed, up to a maximum weekly limit of 12.5 hours (12 hours 30 minutes) EDFA.
- 40.13 EDFA for Band 3 employees will comprise payment at 1.6 times the hourly rate of pay of the maximum Pay Point of Band 2 (ie the maximum Pay Point of Level 4 of Band 2), in respect of such extra duty.

Variations to EDFA in certain circumstances

- 40.14 Where there is agreement between an employee and his/her management, and subject to clauses 40.15 and 40.16 below, an employee may elect to vary the combination of extra duty pay and leave, ie arrangements differing from EDFA (as described in clauses 40.9 and 40.12) and Extra Duty Leave (EDL) (as described in clauses 40.19, 40.20 and 40.21).
- 40.15 EDFA may be exchanged for an increased EDL entitlement. There is no provision for exchanging EDL for an increased EDFA payment.
- 40.16 If there is no agreement reached under clause 40.14 on the proposed variation(s), EDFA and EDL (as described in clauses 40.9, 40.12, 40.19, 40.20, and 40.21) shall continue to apply.

Extra Duty Leave (EDL)

- 40.17 Leave accrued as Extra Duty Leave will be subject to deeming at the same time as the recreation leave that is accrued in the same year.
- 40.18 Where an employee is working in the field on a public holiday (as defined in clause 57.1 of this Agreement) he/she will receive additional Extra Duty Leave accruing, up to a maximum of 7 hours 21 minutes for each public holiday on which the employee works.
- 40.19 Where a Band 1 or Band 2 employee working in the field, works more than 27.5 hours extra duty in a week, he/she will receive EDL for the additional hours accrued at the rate of 1.6 times the hours worked, up to a maximum of 29.4 hours (4 days) EDL per week for a full-time employee.
- 40.20 Where a Band 3 employee working in the field, works more than 12.5 hours extra duty in a week, he/she will receive EDL for the additional hours, accrued at the rate of 1.6 times the hours worked up to a maximum of one day's EDL per week.
- 40.21 For sea-going Band 3 employees, Extra Duty Leave additional to that accrued in clause 40.20 will accrue each week at the rate of 0.6 times all extra duty above 17.1 hours (17 hours 6 minutes), up to a maximum of an additional 18.36 hours EDL per week.
- 40.22 These enhanced leave arrangements for sea-going employees classified as Band 3 recognise the extra demands placed on such employees when working at sea.

41 ALLOWANCES RELATED TO THE FIELD WORK ENVIRONMENT

Marine Survey Allowance

- 41.1 Sea-going employees will be paid a Marine Survey Allowance for each day or part-day they are working at sea aboard a vessel. Marine Survey Allowance recognises the various discomforts of living and working at sea.
- 41.2 Marine Survey Allowance will only be paid after an employee's first 24 hour period at sea.

Incidental Travel Allowance

41.3 Sea-going employees will be paid an Incidentals Allowance for each day or part-day of the marine survey in accordance with the rates advised in Department of Employment and Workplace Relations advices, to recognise incidental expenses associated with travelling.

Airborne Survey Allowance

41.4 Field employees whose duties require them to conduct aerial surveys will, for each hour or part-hour where they fly in a plane conducting an airborne geophysical survey, be paid an Airborne Survey Allowance.

41.5 Airborne Survey Allowance recognises the various discomforts associated with flying in a geophysical survey aircraft.

Land Survey Allowance

41.6 Land-based field employees who participate in a land-based field survey will be paid a Land Survey Allowance for each day of the survey on which he/she is required to camp out.

41.7 Land Survey Allowance as described in clause 41.6 recognises the various discomforts associated with camping out in remote or isolated country.

Diving Allowance

41.8 An employee on authorised underwater diving duties for a day or part day will be paid a Diving Allowance.

Antarctic Allowance

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

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

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

“Expedition” means an Australian expedition to Antarctica or an expedition to Antarctica approved by the Chief Executive Officer for the purposes of this clause.

“Expeditionary employee” means an employee who is directed by the Chief Executive Officer to undertake duties as a member of an official expedition and undertakes those duties.

“Period of duty” means the period beginning and ending on the specified days from the ports specified in an itinerary approved by the Chief Executive Officer.

“Specified day” means:

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

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

- 41.10 Where an employee is required to undertake duty in Antarctica, the employee will be paid an Antarctic Allowance.
- 41.11 An employee who officially performs the duties of second in charge shall be paid a Second in Charge Allowance.
- 41.12 Antarctic Allowance applies only to land expeditions and overrides all other field allowances including EDFFA.
- 41.13 While an employee is required to undertake duty in Antarctica, the employee will accrue an additional four weeks recreation leave per annum on a pro rata basis.

Insurance Expenses

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

42 RELOCATION ASSISTANCE

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

43 RESTRICTION DUTY

- 43.1 Restriction duty is where the Chief Executive Officer directs an employee to be contactable and available to perform extra duty outside of the employee's ordinary hours of duty.
- 43.2 Where an employee is so directed, payment will be subject to the restriction being imposed by the prior written direction of the Chief Executive Officer.
- 43.3 Payment for restriction duty is generally only available to Band 1 and Band 2 employees. In exceptional circumstances, the Chief Executive Officer may authorise payment for restriction duty to Band 3 employees. Any payment for Band 3 employees will be made at the salary rate equivalent to the top of Band 2.
- 43.4 Where an employee is directed under clause 43.1, he/she will be paid an allowance at a rate equivalent to 10% of his/her hourly rate of salary for Band 1

and Band 2 employees, or the salary rate specified under clause 43.3 for Band 3 staff for each hour so restricted.

- 43.5 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.
- 43.6 Where an employee is under restriction and is required to perform extra duty, the relevant overtime provisions will apply. However, 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.
- 43.7 The allowance for Restriction Duty is not paid during any period that attracts an overtime payment.

44 LOSS, DAMAGE AND INDEMNITY TO PERSONAL EFFECTS

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

45 TRAVEL

Overseas travel

- 45.1 Overseas travel including allowances and conditions of service will be in accordance with the Chief Executive Instructions.
- 45.2 Employees travelling overseas on Geoscience Australia business are entitled to Business Class travel where it is available.
- 45.3 Overseas travel entitlement rates applicable for the purpose of this Agreement shall be the Employment Conditions Abroad rates, as updated from time to time.

Domestic travel – general entitlements

- 45.4 Domestic travel entitlements will apply as specified in this section in respect of travel on official business that is approved in advance by the Chief Executive Officer, except where that travel is covered by Land Survey Allowance as specified in clauses 41.6 and 41.7.
- 45.5 Domestic travel entitlements do not apply to an employee who is travelling to a place of work in anticipation of a permanent transfer to that place of work and has been advised of such in writing. Relocation Assistance in accordance with clause 42 will apply in these instances.
- 45.6 Where accommodation and/or meals are provided at Commonwealth expense, the accommodation and/or meals components of the Travel Allowance will not be paid.
- 45.7 Where proof is provided to the satisfaction of the Chief Executive Officer that the allowances payable under this section are insufficient to cover expenses, the Chief Executive Officer may vary the amounts payable.

- 45.8 Where planned travel does not occur, or the travel is for a lesser period than anticipated, the employee will repay the unused portion of allowances payable under this section, within four weeks of his/her planned departure date or his/her return, whichever is applicable.
- 45.9 Where an employee is absent on official travel and takes sick leave for a condition for which the employee is not at fault, and is unable to return home, the employee is entitled to be reimbursed an amount equal to the costs incurred by the employee.
- 45.10 The Workplace Relations Committee will review travel arrangements if required at any stage during the Agreement period and recommend changes considered necessary to the Chief Executive Officer.
- 45.11 Any Geoscience Australia employee working in the field, who is based in commercial accommodation when working in the field will receive Travel Allowance and, where appropriate, the reviewed rate of Travel Allowance as indicated in clause 45.19.
- 45.12 Domestic travel allowances specified in this section shall be in accordance with the rates advised by the Department of Employment and Workplace Relations or its successor and will be adjusted in line with advice from that Department. If these advices cease, the Workplace Relations Committee will review the rates every 12 months.

Domestic travel – entitlements for the first 21 days

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

Discomfort Payment

- 45.14 Where an employee is required to stay in accommodation such that he or she suffers significant discomfort, he or she is entitled to a discomfort payment in addition to any other travel allowance entitlements of \$12 per day.
- 45.15 To be eligible for the discomfort payment, the employee must:
- (a) not be staying in commercial accommodation;
 - (b) not be eligible for Land Survey Allowance; and
 - (c) suffer significant discomfort while staying in the accommodation.
- 45.16 For the purposes of the Discomfort Payment provisions, “commercial accommodation” means any accommodation that is generally available to the public.
- 45.17 A decision on whether there is “significant discomfort” the Chief Executive Officer will consider the following factors:
- (a) the standard of food that is available;
 - (b) access to and the standard of toilet and bathroom facilities;
 - (c) the degree of relief from heat, cold and dust; and

(d) the nature of the sleeping arrangements including privacy and bedding.

45.18 The Chief Executive Officer may issue guidelines regarding the application of the Discomfort Payment that include more detail on the criteria to be applied in determining whether there is “significant discomfort”.

Domestic Travel - entitlements after the first 21 days

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

45.20 For the purposes of this clause, the calculation of the first 21 days will include short absences, (such as over a weekend), from the locality.

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

Part-day Meal Allowance

45.22 An employee who is required by the Chief Executive Officer to be absent from his/her normal workplace for more than 10 hours, but not overnight, may be paid an overtime meal allowance for absence during meal allowance periods as defined in clause 33.14, in accordance with the following formula:

- (a) Absence of 1 complete meal break period - No meal allowance payable;
- (b) Absence of 2 complete meal break periods - 1 meal allowance payable;
- (c) Absence of 3 complete meal break periods - 2 meal allowances payable;
or
- (d) Absence of 4 complete meal break periods - 3 meal allowances payable.

45.23 Payment of such allowance will be paid through the payroll system and be referred to as Meal Allowance.

45.24 For the purposes of clause 45.22, the employee's absence must be at a location that is at least 100 kms away from the employee's normal work location.

Equipment Costs

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

Equipment Allowance

45.26 Equipment allowance is an overseas travel entitlement payable to officers on short term missions (under six months) equal to an amount of:

- (a) \$115.00 AUD for travel to New Zealand; or
- (b) \$225.00 AUD in any other case.

- 45.27 An officer is not entitled to equipment allowance more than once in any 3 year period.
- 45.28 Equipment Allowance will be included in the travel advance paid to first time travellers or on its 3 year anniversary for regular travellers.

PART I LEAVE PROVISIONS

46 PORTABILITY

46.1 Employees joining Geoscience Australia on or after the certification date from other agencies will retain all existing unused leave that was accrued at their previous agency. For the purposes of this clause, agency means an organisation as defined for long service leave eligibility within Section 11 of the Long Service Leave Act 1976 and the Parliamentary Service Act 1999. Relevant leave credits will be converted into Geoscience Australia leave categories, as necessary.

47 RECREATION LEAVE

47.1 Managers will be encouraged to facilitate the taking of recreation leave at a time that addresses both operational requirements and the personal preference of employees.

47.2 All employees are entitled to 20 days recreation leave for each full year of service.

47.3 Recreation leave will accrue on a fortnightly basis using the formula specified in clause 47.7.

47.4 Access to recreation leave is subject to approval of the Chief Executive Officer.

47.5 Recreation leave may be taken at full or half pay.

47.6 Recreation leave counts as service for all purposes.

47.7 The number of hours of recreation leave accruable will be calculated using the following formula:

$$\frac{A \times B \times C}{D}$$

D where

A = number of hours per week for period worked during year

B = number of calendar days to count as service in period

C = basic recreation leave credit of 4 weeks,

D = number of calendar days in the year.

47.8 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, the accrual of recreation leave will be adjusted by reducing the number of calendar days to count as service as per the formula in clause 47.7.

47.9 To optimise employee benefits from recreation leave and to minimise employer costs, employees are strongly encouraged to use recreation leave in minimum blocks of 5 working days.

- 47.10 A part-time employee will accrue a recreation leave credit on a pro rata basis of the full-time equivalent entitlement in accordance with the formula used to calculate recreation leave as set out in clause 47.7 of this Agreement.
- 47.11 Where an employee takes recreation leave during which a public holiday or public holidays occur, the employee will be paid for the public holiday and the period of the public holiday will not be deducted from the employee's recreation leave credit.
- 47.12 Approved leave may be revoked by the Chief Executive Officer where operational situations arise that require the attendance of an employee. Where an employee's approved leave has been cancelled by the Chief Executive Officer and the employee has incurred expenditure related to the previously approved leave, the employee will be entitled to reimbursement for any non-recoverable costs. This entitlement also applies to any additional expenses incurred as a result of a recall to duty from approved leave.

Recreation Leave Deeming Provisions

- 47.13 An employee will be deemed to be on recreation leave from 1 April where he/she has in excess of 45 days recreation leave, until such time as those excess deemable recreation leave credits have been used.
- 47.14 An employee and his/her nominated manager may agree, due to operational requirements, to defer the deeming provisions in clause 47.13 until 30 June in that year.
- 47.15 If an employee is already on leave on 1 April, he/she will be deemed to be on leave immediately following the final day of that leave, to the extent of the deemed leave.
- 47.16 The provisions of clause 47.13 also apply to Extra Duty Leave.
- 47.17 During any period of leave deemed as a result of clause 47.13, the employee is entitled to absent himself/herself from the workplace and not undertake any work.
- 47.18 During any period of deemed leave as a result of clause 47.13, the Chief Executive Officer may direct an employee to be absent from the workplace.

Purchased recreation leave scheme

- 47.19 An employee may elect to purchase an additional one, two, three or four weeks recreation leave, provided it is compatible with the operational requirements of his/her work area and has the approval of his/her nominated manager.
- 47.20 The employee purchases the additional leave through a reduction in his/her fortnightly salary equivalent to the monetary value of the additional leave.
- 47.21 The following will apply to this leave:
- (a) The necessary salary adjustment will be determined as a percentage reduction applied to the employee's fortnightly salary rate over the following year.

- (b) The purchased leave will become part of the employee's recreation leave credits and will be subject to the deeming provisions in clause 47.13.
- (c) An employee cannot ask for any unused recreation credits purchased under this provision to be refunded to him/her at a later point in time.

47.22 The following formula will be applied for calculating salary reduction:

$$\text{Salary Reduction} = \text{Gross Fortnightly pay} \times \frac{\text{Number of weeks Purchased}}{52}$$

52

47.23 The employee's salary for superannuation purposes will continue to be his/her full-time salary.

47.24 Absences under the purchased recreation leave scheme will count as service for all purposes.

Cashing out of recreation leave

47.25 An employee and the Chief Executive Officer may agree to the employee cashing out up to a maximum of 1 week of recreation leave credits in a 12 month period where the employee has taken at least 3 weeks of recreation leave in the previous 12 months, with at least 2 weeks of that leave taken in a block.

48 PERSONAL CIRCUMSTANCES AND SUPPORT LEAVE

48.1 Subject to the availability of credits, an employee may be granted paid Personal Circumstances and Support (PCS) Leave where he/she is unable to work due to personal circumstances as outlined in this Section.

48.2 PCS Leave cannot be converted to salary and cashed out upon cessation or termination of employment.

48.3 An employee may be granted unpaid PCS Leave, which does not count for service unless otherwise specified in this Agreement, where he/she is unable to work due to personal circumstances as outlined in this Section and the employee does not have any available PCS Leave credits.

48.4 PCS Leave will be debited at the relevant full pay rate. If an employee takes at least 10 working days PCS Leave, the Chief Executive Officer may approve a request from the employee for conversion of the period of PCS Leave to half pay.

48.5 Where any public holiday occurs while an employee is absent on paid PCS Leave, the period of the public holiday will not be deducted from the employee's PCS Leave credit.

Access to PCS Leave

48.6 The types of circumstances that may be considered appropriate for the granting of PCS Leave are:

- (a) Personal sickness or injury – subject to the limits specified in this Section;
- (b) Where the employee is required to care for the immediate family (see definition in clause 4.1) on a short term basis due to illness or injury of

the family member – normally a maximum of 2 weeks for each separate illness or injury;

- (c) Moving house;
 - (d) Graduation;
 - (e) Property emergencies;
 - (f) Funerals;
 - (g) Bus strikes or vehicle breakdowns where it is not possible for the employee to attend work; or
 - (h) Natural disasters where the employee is directly affected and consequently is unable to attend work.
- 48.7 A longer period of PCS Leave than specified in clause 48.6(b) may only be approved where the Chief Executive Officer considers that there are exceptional circumstances that justify approval of a longer period. These circumstances shall be where:
- (a) it is not possible for other arrangements to be made by the employee; and
 - (b) all flex credits have been used.
- 48.8 The total duration of PCS Leave that will be approved for the reason outlined in clause 48.6(b) will be 6 weeks (ie an additional 4 weeks beyond the normal limit).
- 48.9 Where the Chief Executive Officer approves a period of PCS leave of longer than 2 weeks for the reason outlined in clause 48.6(b), the employee may elect to take the additional period of PCS Leave at half pay and extend the maximum duration of the additional period of leave to 8 weeks.
- 48.10 In the event of a dispute arising over the application of PCS Leave for the reason outlined in clause 48.6(b), employees may access the Procedures for Settling Disputes outlined in section 12.

Documentary verification

- 48.11 Documentary evidence is not normally required for absences of three days or less.
- 48.12 An employee's nominated manager may require documentation to verify the personal circumstances on which an application for PCS Leave is based. Where the PCS Leave is related to personal illness or injury, or illness or injury to a member of the employee's immediate family, the nominated manager may request a medical certificate stating the nature of the illness or injury, and other supporting documentation considered necessary.
- 48.13 Any employee who is absent for more than three consecutive days on PCS leave must produce documentary evidence to support the absence. Suitable documentation is described in clause 48.12.
- 48.14 Where a manager believes that PCS Leave is being utilised inappropriately, he/she may inform an employee in writing that any future absences will require appropriate supporting documentation. The written advice should

clearly indicate the period for which this requirement relates (eg the next 3 months) and must also state what supporting documentation will be considered appropriate.

Approval of PCS Leave

- 48.15 An employee is to advise his/her nominated manager as soon as possible of his/her absence or intended absence. Where the nominated manager is not available, an appropriate manager is to be advised of the absence.
- 48.16 The Chief Executive Officer will approve PCS Leave, subject to the provisions of this Section, where he/she considers that it was reasonable for the employee not to attend work due to personal circumstances of the employee, and the employee's obligations in this section have been met.
- 48.17 An employee is not entitled to PCS Leave while on the mandatory period of Maternity Leave.
- 48.18 Where an employee fails to comply with his/her obligations under this section, the absence may be regarded as unauthorised and be without pay.
- 48.19 An employee is not entitled to PCS Leave in respect of any period for which the employee is receiving workers' compensation payments. PCS Leave credits will be re-credited to an employee where workers' compensation payments are approved in respect of a period for which the employee was previously granted paid PCS Leave.
- 48.20 An employee who is ill or injured while on Flex Leave, recreation leave or long service leave and would not have been able to work as a result of the illness or injury for one day or more may, subject to the provision of a medical certificate which states the nature of the illness or injury, be granted PCS Leave for the period of the illness or injury. Flex credits, recreation leave credits or long service leave credits for the period of approved PCS Leave will be re-credited to the employee.
- 48.21 All approved PCS Leave will be deducted from an employee's available credits.

PCS Leave credits

- 48.22 PCS Leave will be accrued based on the weekly hours prescribed for the employee, calculated in accordance with the standard formula at clause 48.29 of this Agreement.
- 48.23 Full-time ongoing employees will be allocated 20 days (that is 147 hours) of PCS Leave credits on engagement.
- 48.24 Part-time ongoing employees will be allocated a pro rata amount of PCS Leave credits on engagement.
- 48.25 An employee receiving workers' compensation for more than 45 weeks will accrue PCS Leave credits based on hours worked.
- 48.26 Non-ongoing employees during the first 12 months of employment will be allocated PCS Leave credits at the completion of each month in accordance with the formula specified in clause 48.29.

- 48.27 Non-ongoing employees employed for more than 12 months will be allocated PCS Leave credits in accordance with the formula specified in clause 48.29, on each anniversary of the commencement of his/her employment.
- 48.28 All PCS Leave credits are to be expressed in hours and accrue without limit during the employee's period of employment with Geoscience Australia.
- 48.29 An ongoing employee will be allocated PCS Leave credits in accordance with the following formula, each 12 months after he/she was last allocated PCS Leave credits, or other equivalent credits from another agency:

$$\frac{A \times B \times C}{D}$$

D

Where:

A = number of hours per week for period worked during year.

B = number of calendar days to count as service in the period.

C = basic PCS Leave credit of 4 weeks.

D = number of calendar days in the year.

- 48.30 The formula in clause 48.29 is to be applied for each period during which the employee has worked different weekly hours, and the credits for each period are to be added together to obtain the total credit to be allocated to the employee.
- 48.31 Where an employee has taken more than 14 calendar days of leave without pay not to count as service, the "number of calendar days to count as service in the period" included in the formula in clause 48.29 will be reduced by the number of calendar days covered by the leave without pay not to count as service.

Invalidity

- 48.32 An employee will not without his/her consent be terminated on invalidity grounds before his/her PCS Leave credits have been exhausted, subject to the limits expressed in this section.
- 48.33 An employee who is terminated from the APS on the grounds of invalidity, and is subsequently re-appointed as a result of action taken under section 75 of the Superannuation Act 1976, is entitled to be credited with PCS Leave credits equal to the PCS Leave credits the employee had at the time of termination.

Extended absence on PCS Leave

- 48.34 Where an employee is on PCS Leave for a period of at least 4 weeks continuously, or for a total period of 4 weeks in a 13 week period, due to the same illness or injury, the Chief Executive Officer may direct the employee to attend a medical examination organised by Geoscience Australia, at Geoscience Australia's expense.
- 48.35 Where clause 48.34 applies, the Geoscience Australia Return to Work Policy will be followed.
- 48.36 The maximum continuous period of PCS Leave which may be granted for absences due to personal injury or illness is 78 weeks of which only the first 52

weeks may be paid, subject to the availability of PCS Leave credits. Unpaid PCS Leave during the 78 weeks period shall count as service.

- 48.37 An employee may be granted unpaid PCS Leave for periods beyond 78 weeks which shall not count as service for any purposes, except long service leave.

49 BEREAVEMENT LEAVE

- 49.1 In the event of the death of an immediate family member (as defined in clause 4.1) an employee will be entitled to take up to three days bereavement leave, without deduction from other leave credits.

50 WAR SERVICE SICK LEAVE

- 50.1 Employees may be eligible for war service sick leave while unfit for duty because of a war caused condition.
- 50.2 A war caused condition means an injury or disease of an employee that has been determined under the Veteran's Entitlements Act 1986 to be war caused or defence caused.
- 50.3 Employees who have served in the Australian Defence Forces in a war, conflict or peace keeping operation will receive 9 weeks special war service sick leave credits on engagement or on return from the war, conflict or peace keeping operation.
- 50.4 Eligible employees shall, subject to clause 50.6, receive further war service sick leave credits 12 months after they last received war service sick leave credits using the formula in clause 48.29 but using 3 as the value for C, in place of 4.
- 50.5 An employee, who has previously been employed in the APS and had war service sick leave credits available at the time he/she left the APS, will be entitled to war service sick leave credits equivalent to unused credits from their previous APS employment.
- 50.6 War service sick leave credits, not including the special credits received on engagement, will accumulate from one year to the next up to a maximum of 9 weeks.
- 50.7 Approval of war service sick leave will be subject to available credits and the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs or its successor, stating that the medical condition is a war caused condition.
- 50.8 Approved war service sick leave will use the special war service sick leave credits allocated on engagement before using the annual credits.
- 50.9 War service sick leave counts as service for all purposes.

51 MISCELLANEOUS LEAVE

- 51.1 The Chief Executive Officer may approve leave for reasons not covered by other leave categories specified in this Agreement, having regard to the operational needs of Geoscience Australia and the workplace. This miscellaneous leave may be either with pay or without pay, as indicated below.

- 51.2 Miscellaneous leave with pay may be granted by the Chief Executive Officer in the following (non-exhaustive) circumstances:
- (a) examinations for approved students;
 - (b) Defence force requirements;
 - (c) participation in major international sporting events; or
 - (d) participation in State Emergency Service activities.
- 51.3 Miscellaneous leave with pay will be granted by the Chief Executive Officer in the following circumstances:
- (a) requirement to undertake jury service;
 - (b) attend AIRC proceedings as a witness;
 - (c) while conducting, or assisting with the conduct of AIRC proceedings pertaining to matters relating to Geoscience Australia/ITR. This does not include leave to prepare a case; or
 - (d) workplace relations training (subject to operational requirements).
- 51.4 In addition to the reasons listed above, the Chief Executive Officer may grant additional leave to employees in extraordinary circumstances. Examples of the types of circumstances include involvement of employees affected by state of emergency situations, such as bushfires, floods and earthquakes.
- 51.5 Miscellaneous leave without pay may be granted by the Chief Executive Officer in the following (non-exhaustive) circumstances:
- (a) full-time study commitments;
 - (b) days of cultural or religious significance for employees;
 - (c) employee accompanying a spouse on a posting;
 - (d) non-APS employment or work in the interests of the Commonwealth; or
 - (e) for other purposes where other types of paid leave have been exhausted.
- 51.6 Generally, miscellaneous leave without pay would not be approved for periods of leave greater than 12 months duration.
- 51.7 Except for miscellaneous leave without pay taken for full-time study commitments of approved students, which will count for long service leave purposes, all other miscellaneous leave without pay will not count for service, but will not break continuity of service.

52 UNAUTHORISED ABSENCES

- 52.1 Where an employee is absent from duty without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement, including flextime, will cease to be available to the employee until he/she resumes duty, or is granted leave.
- 52.2 Where an employee is unable to attend work, either as a result of he/she breaching the APS Code of Conduct, or his/her unlawful behaviour, the

absence will be regarded as unauthorised and the employee will not be paid for the period of the absence.

53 LONG SERVICE LEAVE

- 53.1 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 53.2 The minimum period of long service leave that may be taken is 7 calendar days.
- 53.3 Periods of long service leave cannot be broken with recreation leave, except as provided by the *Maternity Leave (Commonwealth Employees) Act 1973*.

54 MATERNITY LEAVE

- 54.1 The entitlement to Maternity Leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 54.2 An employee may elect to take her paid Maternity Leave entitlement as either:
- (a) 12 weeks leave at full pay; or
 - (b) 24 weeks leave at half pay.
- 54.3 Where the employee elects to take her paid Maternity Leave over 24 weeks at half pay, the leave will only count as 12 weeks' service for all purposes.
- 54.4 Employees eligible to receive 12 weeks paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* may take an additional 2 weeks leave for maternity purposes, to be known as GA Additional Maternity Leave.
- 54.5 This additional leave may be taken at either full or half pay. Where the employee elects to take her additional Maternity Leave over 4 weeks at half pay, the leave will only count as 2 weeks' service for all purposes.

55 PATERNITY LEAVE

- 55.1 Two weeks paid Paternity Leave will be available to fathers around the birth of a child, and may be taken at either full or half pay.
- 55.2 Where the employee elects to take his leave over 4 weeks at half pay, the leave will only count as 2 weeks' service for all purposes.

56 MISCELLANEOUS (UNPAID) PARENTAL LEAVE

- 56.1 An employee will be entitled to unpaid Parental Leave during the period commencing on the day of the birth of a child of the employee, or in the case of an adopted child, on the day on which the employee assumes responsibility for the child, and ending 66 weeks thereafter for the purpose of enabling the employee to care for the child.
- 56.2 The maximum period of leave without pay which may be granted during this 66 week period is 52 weeks.
- 56.3 Miscellaneous Parental Leave does not count as service for any purpose, but does not break continuity of service.

57 PUBLIC HOLIDAYS

57.1 Employees will observe the following public holidays:

- (a) New Year's Day (or substitute);
- (b) Australia Day (or substitute);
- (c) Good Friday and the following Saturday and Monday;
- (d) 25 April (Anzac Day) (or substitute);
- (e) the relevant Queen's Birthday observance day;
- (f) the relevant labour day or equivalent;
- (g) Christmas Day (or substitute);
- (h) Boxing Day (or substitute);
- (i) the additional public service holiday during the Christmas/New Year break;
- (j) and up to two further public holidays observed by the APS at the locality.

57.2 Where:

- (a) New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
- (b) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
- (c) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

Christmas closedown days

57.3 Employees are also entitled to an additional three days holidays comprising the 2 working days between Christmas and New Year and the first working day after New Year's Day.

PART J PEOPLE MANAGEMENT AND DEVELOPMENT

58 RESPONSIBILITIES

- 58.1 It is agreed that nominated Project Leaders and Section/Operations Managers carry a major responsibility for effective people management in Geoscience Australia.
- 58.2 It is also agreed that team members have a responsibility for self-management and for the effective operation of their team.

Learning Agreements

- 58.3 Managers will discuss career development needs with individual staff and plan activities to meet identified needs where these needs are consistent with Geoscience Australia's operational requirements and desired skill set.

Workforce diversity and family responsibility

- 58.4 Geoscience Australia and its employees recognise that Geoscience Australia has a diverse workforce with individual differences in expertise, background, working style, preferences, beliefs, learning style, perspectives and interests.
- 58.5 Geoscience Australia and its employees agree to value and respect individual differences and make use of them to increase the organisation's productivity and problem-solving capability.
- 58.6 Geoscience Australia recognises employment equity is a key element of a diverse workforce. We will encourage Aboriginal and Torres Strait Islander people, people from non-English speaking backgrounds, people with disabilities and women, not only to apply for positions, but also to progress through all Levels within the organisation.
- 58.7 Geoscience Australia will encourage all employees to contribute their strengths and realise their full potential within the organisation.
- 58.8 Geoscience Australia seeks to provide a considerate workplace free of harassment of any kind.
- 58.9 Geoscience Australia recognises the need to provide sufficient support and flexibility to enable employees to balance work and family responsibilities.
- 58.10 Geoscience Australia will maintain a Diversity Plan which will be reviewed at regular intervals and reported annually in accordance with APS reporting requirements.

59 DEVELOPMENT AND TRAINING

- 59.1 Geoscience Australia and its employees recognise that Development and Training aims to continuously improve both individual and organisational effectiveness through the ongoing enhancement of the skills and knowledge of all employees.
- 59.2 The Geoscience Australia Learning and Development Strategy provides a framework for a range of development and training activities. The aim of the

strategy is to ensure that Geoscience Australia is best placed to meet its business objectives - as articulated in the Strategic Plan - to improve the capability of our organisation and staff.

- 59.3 The following principles will guide the operation of the strategy in the workplace.
- (a) Staff development applies to all employees in the workplace and is the responsibility of all concerned.
 - (b) Continuous learning needs to be part of every person's day to day work activity.
 - (c) Development and training activity will be linked to and prioritised in accordance with achievement of planned outputs.
- 59.4 The performance planning process provides an opportunity within the workplace for an employee to develop, in consultation with their nominated manager, a learning agreement. This learning agreement will outline agreed development needs and activities including professional and technical skills training and subject-specific training required for the employee to maximise their contributions to the achievement of planned outputs.
- 59.5 Both the employee and his or her manager should ensure that learning activities included in the employee's learning agreement are relevant to the employee's development needs, are able to be funded within known budgets and can be undertaken within known operational requirements.
- 59.6 Once learning activities have been included in the employee's learning agreement, the employee should attend the activity and the manager should ensure the employee is released to attend the activity unless there are serious personal or operational circumstances that prevent the employee from attending.
- 59.7 Geoscience Australia will provide the employee with the opportunity within the workplace to develop skills through mechanisms such as coaching, mentoring and on-the-job training. This Agreement recognises that activities such as these are investments aimed at providing returns for both the organisation and the individual.

Study Assistance

- 59.8 This Agreement recognises that Study Assistance is an important mechanism for the achievement of organisational and personal development goals. Approval of Study Assistance will be subject to the Geoscience Australia Study Assistance Guidelines and to the employee and his/her nominated manager discussing the arrangement in the context of the individual workplace and the organisation's planned outputs.

60 EMPLOYEE ASSISTANCE SCHEME

- 60.1 Geoscience Australia management provides access to an Employee Assistance Scheme at no cost to employees. A confidential, professional counselling

service is available to employees and their families to help resolve personal and work related problems.

61 OCCUPATIONAL HEALTH AND SAFETY

- 61.1 Geoscience Australia and its employees agree that they will strive to promote and maintain a work environment, which protects the health, safety and welfare of all people in Geoscience Australia as well as promotes health awareness.
- 61.2 Geoscience Australia management will take all reasonable and practical steps to monitor the health and safety of its employees at work and the condition of the workplaces which are under Geoscience Australia's control. Geoscience Australia will provide ongoing training to all employees, including the induction of new employees in basic occupational health and safety principles.
- 61.3 All employees agree to work in accordance with Geoscience Australia's OH&S policies, safety procedures and requirements and to cooperate to the extent necessary to enable Geoscience Australia to meet its duty of care requirements.
- 61.4 All employees agree to participate in relevant OH&S training and awareness activities in accordance with legislative requirements and Geoscience Australia's Code of Conduct.
- 61.5 Geoscience Australia will continue to promote programs focussing on health and wellbeing.

62 CONDUCT AND MANAGING MISCONDUCT

- 62.1 Geoscience Australia management and its employees acknowledge that employees in the course of their employment will behave in accordance with prescribed guidelines on official conduct of Commonwealth Public Servants, including the APS Code of Conduct and Geoscience Australia's Work Ethos.
- 62.2 The essential elements of the Code of Conduct are:
 - (a) obey the law;
 - (b) avoid conflict of interest;
 - (c) serve the government of the day to the best of the employee's ability, honestly and without fear or favour; and
 - (d) treat colleagues and clients fairly.
- 62.3 In dealing with any allegations of misconduct, Geoscience Australia will utilise the 'Procedures for Breaches of the Code of Conduct' issued by the Chief Executive Officer, to determine whether a breach has occurred and how it should be dealt with.

PART K MERIT ADVANCEMENT SCHEME

63 GENERAL

63.1 The merit advancement scheme provides an opportunity for all employees to make a claim for advancement based on sustained high performance that exceeds the expectations and performance requirements of their current Level.

63.2 The scheme encourages and provides an incentive for people to:

- (a) develop their skills;
- (b) be innovative;
- (c) initiate improvements;
- (d) lead Geoscience Australia forward;
- (e) make a difference;
- (f) overcome obstacles;
- (g) stretch their performance;
- (h) be leaders in their field of expertise;
- (i) increase productivity;
- (j) bring credit to Geoscience Australia; and
- (k) have a visible and value adding impact,

thus assisting Geoscience Australia to demonstrate its value to government, industry and the public, as well as operating as efficiently and effectively as possible.

63.3 In this Part, clauses 12.5 and 12.6 only apply in relation to whether the procedures detailed in this Part have been correctly applied and do not apply to the Assessment Panel's recommendations, or the Chief Executive Officer's decisions.

The rationale behind the scheme

63.4 The merit advancement scheme has been developed to encourage and provide an incentive for our people:

63.5 The Geoscience Australia Performance Indicators at section 73, Schedule 3; Work Level Standards at section 74, Schedule 4; and the description of high performance at clause 63.6(b); provide the framework for decisions about merit advancement.

Definitions

63.6 The following definitions apply to this Part:

- (a) *Effective performance* – means the employee's individual performance is at least equal to the expectations and performance requirements of an employee at his/her current level as defined in the Geoscience Australia Work Level Standards.

- (b) *High performance* – means an individual’s overall contribution exceeds expectations and the performance requirements of their current Level and that their contribution results in a value-adding and visible impact on directions, operations, service delivery and knowledge in the individual’s area of responsibility.
- (c) *Individual Work Plan* – the Individual Work Plan negotiated by an employee and his/her nominated manager as specified in clause 66.5
- (d) *Level* – means a Level within the Geoscience Australia classification structure.
- (e) *Performance categories* – means the 6 categories of performance as specified in section 63.7.
- (f) *Sustained period* – means over at least a 12 month period for all staff applying for Pay Point advancement or in the case of Level advancement, generally one to two years for Band 1 and 2 employees, or two to three years for Band 3 and 4 employees.
- (g) *Work Level Performance Standards* – means a description of the level of performance expected of employees in each performance category for each Level in the classification structure.
- (h) *Work Level Standards* – means a description of the nature of work that is to be performed by employees at each level in the classification structure and is used to classify jobs.
- (i) *Unsatisfactory performance* means that the employee’s performance does not meet the Work Level Standards for his/her position.

Performance Categories

63.7 The following performance categories shall be used in assessing employee’s performance:

- (a) achievement of outputs/results;
- (b) leadership;
- (c) management;
- (d) learning and development;
- (e) client interaction; and
- (f) corporate contribution.

63.8 The level of performance expected of employees at each level in each of the performance categories is detailed in the Geoscience Australia Work Level Performance Indicators and Standards as varied from time to time. The Work Level Performance Standards at the certification date are included in section 74.

Assessment

63.9 Assessments of employees applying for Pay Point advancement will be undertaken by their Division Chief, or in the case of employees in Corporate Branch, the General Manager, Corporate Branch.

63.10 Assessments of employees applying for Level advancement will be undertaken by an Assessment Panel assembled by the Chief Executive Officer, which also includes a nominee by the Workplace Relations Committee.

63.11 The Divisional Chief, General Manager, Corporate Branch or the Assessment Panel will consider evidence provided by the employee and a recommendation made by the employee's nominated manager and for Level advancement, his/her referees.

63.12 The Divisional Chief, General Manager, Corporate Branch or Assessment Panel will recommend advancement where he/she/they considers the employee has satisfied the requirements as detailed in clause 63.16.

Advancement - general

63.13 All advancement decisions will be made by the Chief Executive Officer following consideration of the assessments made by the Divisional Chief, General Manager, Corporate Branch or the Assessment Panel.

Pay Point advancement

63.14 An employee may advance one Pay Point within their Level, where the employee's performance over the previous 12 months has been assessed overall as effective and been assessed as high performance in at least one of the six criteria, as specified in clause 63.7.

63.15 An employee may advance two Pay Points within the employee's Level where the Divisional Chief, General Manager, Corporate Branch or Assessment Panel considers:

- (a) the employee's performance over the previous 12 months has been outstanding, that is, well beyond the requirements for single Pay Point advancement; and
- (b) the employee's performance was a major factor in the achievement of outcomes for his/her workgroup that are well beyond expectations.

Level advancement

63.16 An employee may advance to a higher Level within their Band, where he/she is able to demonstrate to the satisfaction of the Assessment Panel that he/she has been effectively performing duties consistent with the higher Level over a sustained period. This means that the nature of his/her work is consistent with the Work Level Standards for the higher Level and the employee's performance is assessed as at least effective against each of the performance categories at the standard expected at the higher Level.

63.17 Employees do not need to be at the top of one Level to apply for advancement to the next Level.

High Performance Pay Point advancement

63.18 At the top of each Band, there is an additional Pay Point, known as a High Performance Pay Point (see section 71, Schedule 1), which is the same as the first Pay Point of the next Band. For employees whose performance at their current Level is assessed by the Divisional Chief or General Manager,

Corporate as high performance and exceeding expectations for their current role and Level, but who are not expected to undertake the kind of work required in the next Band, they may be advanced to the high performance Pay Point for a twelve month period. Continuation of payment at this Pay Point is dependent on a successful application for continuation through the Merit Advancement Scheme establishing, therefore that the standard of performance that initially attracted the high performance pay has continued.

Band advancement

63.19 Progression from one Band to the next will be subject to a merit selection process following external advertisement. It should be noted that this advertisement means that the public are also entitled to apply and be considered along with internal applicants.

Application for advancement for Level within a Band

63.20 An employee must submit a written application for advancement to a Level.

63.21 The written application must include:

- (a) the employee's assessment of his/her performance against the Work Level Performance Standards which applies to the Level being sought;
- (b) the employee's assessment of their achievements against the content of his/her individual work plan; and
- (c) a recommendation from the employee's nominated manager with reasons justifying his/her recommendation.

Application for advancement for Pay Point within a Level

63.22 An employee must submit a brief written application for advancement to a higher Pay Point.

63.23 The written application must include:

- (a) The employee's assessment of his/her achievements against the content of his/her individual work plan; and
- (b) A recommendation from the employee's nominated manager with reasons justifying his/her recommendation.

63.24 The employee may also include in his/her application any other material to support his/her application.

Timeframes

63.25 The Merit Advancement Scheme operates on an annual basis for Pay Point and High Performance Pay Point advancement through the assessment process described below.

63.26 The Merit Advancement Scheme operates on a bi-annual basis for Level advancement through the assessment process described below. During the term of this Agreement, Level Advancement will be conducted in 2006 and 2008.

63.27 Employees must submit applications for advancement to a higher Pay Point or Level no later than two weeks after the advertisement appears in the Commonwealth Gazette or the date advertised internally.

63.28 All Pay Point or Level advancements will apply from 1 July in that year.

Feedback

63.29 Feedback will be available to all applicants after the conclusion of the process.

64 CRITERIA FOR THE MERIT ADVANCEMENT SCHEME

64.1 Individuals and managers will need to refer to the relevant Geoscience Australia Work Level Standards and the description of 'high performance' in clause 63.6(b), before assessing whether the individual's achievements may qualify for merit advancement.

Pay point advancement

64.2 Individuals applying for advancement to a higher Pay Point will need to demonstrate that their overall contribution was effective and that their performance in at least one of the six areas:

- (a) achievement of results/outputs;
- (b) leadership;
- (c) management;
- (d) learning and development;
- (e) client interaction;
- (f) corporate contribution,

was high performance, as defined in clause 63.6.

64.3 Employees applying for Pay Point advancement do not need to address the Geoscience Australia Performance Indicators and Standards or the Geoscience Australia Work Level Standards.

64.4 Individuals who are successful in gaining advancement to the high performance Pay Point at the top of each Band will need to demonstrate that they are maintaining the standard of performance that initially attracted the additional pay. Validation of continued high performance from the individual's nominated manager and a senior manager in the Division will satisfy this requirement.

Level advancement

64.5 An 'across Geoscience Australia' Assessment Panel that includes a nominee of the Workplace Relations Committee, will be set up for each Band with senior representatives of different occupational streams and the addition of external specialist/s where this would add value.

64.6 To move to a higher Level an individual will need to demonstrate sustained high performance at his/her current Level. This means, in effect, that the individual's current performance against responsibilities and work complexity

are commensurate with the description of work at the higher Level and that the individual's overall contribution is assessed as high performance as defined in clause 63.6.

Work Availability

64.7 Advancement past Level 7 is subject to work availability and an external merit advancement process. Geoscience Australia staff cannot apply for advancement above Level 7 through the merit advancement scheme to the Level 8 classification. Assignment of Duties to Level 8 classification may only occur following successful merit promotion to Level 8 after external advertisement of the position.

Individual Work Plan and formal performance assessment a prerequisite

64.8 Employees must have an Individual Work Plan (that has been agreed with their nominated manager) in place and have had a formal performance assessment before they may be considered for merit advancement.

64.9 Employees applying for merit advancement will be expected to use information from their Individual Work Plan and performance assessment to support their application for merit advancement. Actual performance against planned performance will be a key factor in the panel assessment.

64.10 The first step for individuals interested in applying for merit advancement is to assess their own performance based on their Individual Work Plan achievements and feedback from their nominated manager and others during the year against the Geoscience Australia Performance Indicators and Standards, the Geoscience Australia Work Level Standards and the description of 'high performance' in clause 63.6.

64.11 The next step for those who believe they meet the requirements for advancement is to prepare an application and seek support from people who are familiar with their work.

The application for Level or Band advancement

64.12 The six areas - Achievement of Results/Outputs, Leadership, Management, Learning and Development, Client Interaction and Corporate Contribution are the criteria for advancement applications.

64.13 Individuals will need to indicate at the start of their application which, if any, of the 17 performance indicators listed under the six key areas, do not apply to their current role and responsibilities and which of the other indicators should be weighted more heavily as a result. (This should be agreed at the time of preparation of the Individual Work Plan.)

64.14 The application takes the form of dot point evidence of contributions/achievements, their value under each of the six headings and brief supporting statements from the individual and their nominated manager (or another senior person who is familiar with the individual's work). The evidence and supporting statements need to make it clear why the individual's overall contribution is regarded as high performance, ie exceeding expectations

and performance requirements of his/her current role and Level and equal to that expected at the higher Level for Level advancement.

64.15 The evidence of achievements may be drawn directly from the individual's Individual Work Plan, which uses the same six heading framework.

Referee reports for Level or Band advancement

64.16 Referees simply initial evidence (listed under each of the six criteria) that they are able to validate, and optionally, can provide a supporting summary statement.

64.17 The Assessment Panel will short-list applicants for Level advancement on the basis of the written evidence, the Geoscience Australia Performance Indicators and Standards, the Geoscience Australia Work Level Standards and the description of 'high performance' in clause 63.6. The Panel may also contact nominated referees and, at its discretion, others who are familiar with the individual's work, as part of this process.

64.18 The relevant Division Chief, or the General Manager, Corporate Branch, will assess employees applying for Pay Point advancement based on the employee's application, nominated manager's recommendation and any other relevant documentation.

64.19 Employees must be provided with a copy of any material provided to the panel about the employee and give the employee an opportunity to respond to that material before any recommendation is made to the Chief Executive Officer under clause 64.20.

64.20 The Assessment Panel, the relevant Division Chief or the General Manager, Corporate Branch, will make recommendations to the Chief Executive Officer who will make the final decision on advancement.

PART L GEOSCIENCE AUSTRALIA PERFORMANCE INDICATORS AND STANDARDS AND GEOSCIENCE AUSTRALIA WORK LEVEL STANDARDS

65 GENERAL

- 65.1 The Geoscience Australia Performance Indicators and Standards, and the Geoscience Australia Work Level Standards, describe the overall contribution the organisation needs and expects from its people to help it deliver planned outputs.
- 65.2 **Responsibility** and **work complexity** are the key factors distinguishing work at one Level from work at the next Level. A description of **work complexity** is included (see section 75) to illustrate what is meant by the terms - 'straightforward', 'moderately complex', 'complex', 'very complex', and 'highly complex'.

Part 1 - Work Level Standards

- 65.3 Geoscience Australia Work Level Standards at section 74 describe in broad terms the extent of responsibility and the complexity of work at each Level in the classification structure under the following headings:
- (a) area, level and extent of responsibility;
 - (b) work complexity;
 - (c) extent of direction/supervision/guidance received;
 - (d) scope for decision making/level of accountability;
 - (e) planning responsibilities;
 - (f) people management responsibilities;
 - (g) advisory/reporting role;
 - (h) representation responsibilities;
 - (i) client responsibilities;
 - (j) scope for initiative; and
 - (k) main area of impact.
- 65.4 The content of the Work Level Standards has been derived from current position descriptions, documented APS Work Level Standards for each occupational stream, and feedback from Geoscience Australia staff in each occupational stream.
- 65.5 It is not expected that there will be a 'perfect fit' between the generic description of a Level and the current job of every individual at that Level. However, an individual's overall responsibility and the complexity of work should be appropriate to that described for their Level.

Part 2 - Performance Indicators and Standards

65.6 The Performance Indicators and Standards outlines 19 performance indicators under 6 main headings:

- (a) **Achievement of results/outputs**
 - (i) Contribution to team achievements
 - (ii) Record of achievement of results/outputs of value to Geoscience Australia project/work area/clients
- (b) **Leadership**
 - (i) Strategic perspective and contribution
 - (ii) Leadership in specialist area
 - (iii) Leadership of people
- (c) **Management**
 - (i) Managing self
 - (ii) Managing others
 - (iii) Management of project/work area/activity
 - (iv) Communication, liaison, negotiation and influencing skills
- (d) **Learning and Development**
 - (i) Development of Professional/Technical skills, knowledge, expertise
 - (ii) Development of self in line with Geoscience Australia key work values
 - (iii) Development of others
- (e) **Client interaction**
 - (i) Identifying client needs
 - (ii) Meeting client needs
 - (iii) Developing new ventures/projects/products
- (f) **Corporate contribution**
 - (i) Corporate awareness
 - (ii) Involvement in Geoscience Australia/ITR/APS/professional arena activities
 - (iii) Sharing expertise
 - (iv) Corporate information management

65.7 Each performance indicator has a rating to measure the standard of performance expected at each Level. The standard of performance expected reflects the extent of responsibility and the nature of the work required at different Levels.

(NB: The numbers do not represent a linear scale, eg 2 is better than 1, but is not twice as good. The numbers are simply used to distinguish expectations across Levels where the word rating is the same.)

LOW	0-5
MODERATE	6-10
HIGH	11-15
VERY HIGH	16-20

- 65.8 Each performance indicator also has a series of descriptors, that illustrate the types of activities and behaviours that need to be considered in assessing performance against that indicator.
- 65.9 Some performance indicators and some descriptors may not apply to some jobs. Individuals will be assessed only on those that apply to their work.
- 65.10 An individual's performance may be higher than the standard on some indicators and lower on others but, on balance, should meet the overall expectations of performance for the Level.
- 65.11 The content of the Performance Indicators and Standards has been derived from current selection documentation, APS generic competency documents and feedback from staff in different occupational streams.
- 65.12 Each performance indicator also has a series of descriptors illustrating the types of activities and behaviours that need to be considered in assessing performance against that indicator.
- 65.13 Not all performance indicators and descriptors will apply to each job. Individuals will be expected to provide evidence of their achievements against those indicators that apply to their work. Individuals will not be assessed against indicators and descriptors that are not relevant to their current role and responsibilities.
- 65.14 An individual's performance may be higher than the standard on some indicators and lower on others but, on balance, should meet the overall expectations of performance for their current Level, or the Level above if the individual is applying for Level advancement.

PART M PERFORMANCE PLANNING AND REVIEW

66 WORK PLANNING AND PERFORMANCE ASSESSMENT

- 66.1 Geoscience Australia and its employees agree to continue to enhance the existing Performance Planning and Review Scheme, as a vehicle for achieving productivity gains for Geoscience Australia, as well as greater job satisfaction for employees. Changes and developments to the Scheme will be progressed through the Workplace Relations Committee.
- 66.2 The purpose of the Scheme is to:
- (a) manage the performance of projects/work units by ensuring that individual work effort is focussed on the achievement of planned outputs;
 - (b) ensure that all staff know what their responsibilities are and receive regular feedback on their performance; and
 - (c) plan learning and development activities for individuals to develop the key skills and competencies Geoscience Australia seeks in its staff.
- 66.3 Individual Work Plans will align with project/service area work plans which in turn will align with Division and Corporate plans.
- 66.4 Individual Work Plans will provide a framework for performance feedback.
- 66.5 All employees are required to have an Individual Work Plan. If an Individual Work Plan is not agreed between an employee and his/her nominated manager, then action must be taken immediately to facilitate reaching agreement. This will initially involve the Group Leader or Chief of the Division, as appropriate. The next step will be a mediation process provided by the HR Manager. The final step, where all other steps have failed, will be a decision by the Chief Executive Officer.
- 66.6 Individual Work Plans are to be prepared annually and formally reviewed during regular two-way feedback sessions (at least twice per year) between the employee and his/her nominated manager.
- 66.7 Individual Work Plans are to be signed by 31 August annually by the employee and nominated manager or within 6 weeks of commencement at GA or commencement in a new position.
- 66.8 The plans are living documents and can be amended as part of these discussions to reflect changes in work requirements.
- 66.9 Each employee must have a formal performance assessment and performance rating once a year. There is not a direct link between this rating and any remuneration increases. An employee will, however, be expected to use information from their Individual Work Plan and performance assessment to support a claim for salary or career advancement.
- 66.10 Performance ratings are as follows:

- (a) **High Performance:** The employee's overall contribution exceeds expectations and performance requirements of their current role and Level and results in a visible, value adding impact on directions/operations/service delivery/knowledge in the individual's area of responsibility
- (b) **Effective Performance:** The employee performs consistently well and meets the expectations and performance requirements of the job. The employee may have made some contributions exceeding performance requirements of the job.
- (c) **Unsatisfactory Performance:** The employee does not meet the expectations and performance requirements of the job and has not improved performance in response to feedback.

66.11 Detailed information on the Performance Planning and Assessment Scheme is available to all staff, and is located on the Geoscience Australia Intranet site.

67 MANAGING UNSATISFACTORY PERFORMANCE

General

67.1 The provisions in this Part do not apply to:

- (a) probationary employees;
- (b) non-ongoing employees with a contract term of less than 6 months; or
- (c) irregular or intermittent employees.

67.2 The provisions in this Part do not apply in the following circumstances:

- (a) where an employee is determined to be excess;
- (b) where an employee cannot be effectively employed because of technological or other changes in the work methods of the Geoscience Australia; or
- (c) in relation to breaches of the Code of Conduct.

67.3 Where a nominated manager considers an individual's performance is unsatisfactory, the nominated manager and the employee will work together to identify and implement actions that will be taken to assist the employee to meet the required level of performance.

67.4 If the employee's performance continues to be unsatisfactory and reasons for the poor performance are within the employee's control, the nominated manager will advise the employee in writing that his/her performance has been found unsatisfactory and will specify why the employee's performance does not meet the standard expected. A copy of the written advice will be provided to the nominated manager's manager and the Chief Executive Officer.

67.5 The written advice must:

- (a) detail the place date and time of counselling;
- (b) provide at least 48 hours notice of the counselling;

- (c) identify areas where performance is unsatisfactory;
- (d) clearly define the performance standards that the employee must attain and sustain;
- (e) advise the employee that he/she may have a support person present during the counselling; and
- (f) outline the process to be followed and possible outcomes if unsatisfactory performance continues.

Counseling and development of Performance Improvement Plan

67.6 The counselling is to be undertaken by the nominated manager of the employee.

67.7 During the counselling the nominated manager in consultation with the employee will develop a Performance Improvement Plan which must include:

- (a) strategies to assist the employee to attain and sustain the required performance standards;
- (b) reviews to be carried out each two weeks of the assessment period;
- (c) the period of assessment, which is to be a minimum of three months;
- (d) supervision arrangements during the assessment period; and
- (e) fortnightly feedback and monitoring arrangements.

67.8 The outcome of the counselling is to be documented and a copy provided to the employee. The employee must in turn provide a signed copy of the counselling record to the nominated manager including any comments the employee may have about the counselling process, or the record of counselling.

The assessment process

67.9 The employee's performance is to be monitored throughout the assessment period by the employee's nominated manager, or some other person appointed by the Chief Executive Officer.

67.10 Where the employee believes he/she would be treated unfairly if his/her nominated manager monitors progress during the assessment period, the employee may advise the Chief Executive Officer of the reasons and request that he/she appoint someone other than the employee's nominated manager for this role.

67.11 The employee is to be advised in writing where he/she is not improving his/her performance during the assessment period and the nominated manager or assessor appointed under clause 67.9 considers the required improvement may not be achieved by the end of the assessment period. The employee must be provided with an opportunity to respond to any such written advice and provided with an opportunity to improve performance.

67.12 At the conclusion of the assessment period, the nominated manager or assessor appointed under clause 67.9 shall recommend to the Chief Executive Officer one of the following:

- (a) where the employee has achieved the required performance standards, no further action;
- (b) where the employee has not achieved the required performance standards one of:
 - (i) a further period of assessment where it is considered that the employee may achieve the required standards within a short period of time;
 - (ii) reduction in classification; or
 - (iii) termination of employment.

67.13 Where the Chief Executive Officer is considering reduction in classification or termination of employment, the employee must be given seven days in which to show cause why he/she should not be reduced in classification or terminated before any decision is made by the Chief Executive Officer.

67.14 Where the Chief Executive Officer decides on a reduction in the employee's classification, the normal review mechanisms as specified in section 13 will apply.

67.15 Where the employee has achieved the required performance standards, he/she must maintain that level of performance. If the employee again falls below the required standard within 6 months of the Chief Executive Officer's decision under clause 67.12, the formal assessment process will recommence with an assessment period of 4 weeks.

67.16 Following the completion of the assessment period in clause 67.15, the nominated manager or assessor will recommend to the CEO one of the actions specified in clause 67.12.

67.17 Where the employee has achieved the required standards in the second assessment period and again falls below the required standard within 6 months of the Chief Executive Officer's decision under clause 67.16, the employee's nominated manager will recommend to the CEO one of the actions specified in clause 67.12 without any further period of formal assessment.

PART N CESSATION OF EMPLOYMENT

68 REDEPLOYMENT AND REDUNDANCY

General

- 68.1 These provisions apply only to ongoing APS employees. They do not apply to employees on probation or non-ongoing employees.
- 68.2 An employee is an excess employee if:
- (a) the employee is included in a class of employees employed in Geoscience Australia, which class comprises a greater number of employees than is necessary for the efficient and economical working of Geoscience Australia;
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Geoscience Australia or changes in the nature, extent or organisation of the functions of the Geoscience Australia; or
 - (c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at that locality and the Chief Executive Officer has determined that these provisions will apply to that employee.

Consultation Process

- 68.3 When the Chief Executive Officer is aware that an employee is likely to become excess, the Chief Executive Officer will advise the employee of the situation, in writing.
- 68.4 The Chief Executive Officer will hold discussions with the employee and/or where they chose the employee's nominated representative, to consider:
- (a) reasons for the excess staff situation and the method used to determine excess employees;
 - (b) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below Level;
 - (c) job swap opportunities at Level;
 - (d) referral to an appropriate employment agency; and
 - (e) whether voluntary retrenchment might be appropriate.
- 68.5 Where 15 or more employees are likely to become excess the Chief Executive Officer will comply with the provisions of sections 170CL and 170GA of the *Workplace Relations Act 1996*.
- 68.6 The Chief Executive Officer may, prior to the conclusion of these discussions, invite employees, who are not excess employees, to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.

- 68.7 The Chief Executive Officer will not involuntarily terminate an excess employee where there is another employee doing the same work at the same Level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
- 68.8 The Chief Executive Officer will then identify the employees who are excess to Geoscience Australia's requirements and advise those employees in writing that they are excess to Geoscience Australia's requirements.
- 68.9 Where the employee and/or the employee's representative has not responded to or declined to discuss the matter within one calendar month after the Chief Executive Officer has advised the employee under clause 68.3 that he/she is likely to become excess, then he/she may proceed to identify the employee as excess to requirements, under clause 68.8.
- 68.10 The Chief Executive Officer will then establish, through consultation with the identified employees, which of them want to be offered voluntary retrenchment immediately and which employees seek redeployment. An employee seeking redeployment will be advised in writing that he/she is excess (if this has not already occurred) and immediately be referred to an appropriate employment agency for redeployment assistance.
- 68.11 The Chief Executive Officer will take all reasonable steps, consistent with the interests of the efficient administration of Geoscience Australia, to transfer an excess employee to a suitable vacancy at the same Level within Geoscience Australia.

Voluntary Retrenchment

- 68.12 Where the Chief Executive Officer invites an excess employee to accept voluntary retrenchment, the employee will have one calendar month in which to accept the offer. Where the offer is accepted the Chief Executive Officer will not give notice of termination before the end of that period, without the agreement of the employee.
- 68.13 Within that month an employee invited to accept voluntary retrenchment will be given information on the:
- (a) amount of severance pay, pay in lieu of notice and paid up leave credits;
 - (b) amount of accumulated superannuation contributions;
 - (c) options open to the employee concerning superannuation; and
 - (d) taxation rules applying to the various payments.
- 68.14 An employee invited to accept voluntary retrenchment is entitled to reimbursement or payment of fees for professional financial advice up to a maximum of \$300 plus GST.
- 68.15 The Chief Executive Officer may make an offer of voluntary retrenchment to an excess employee within 2 months of referral to an appropriate employment agency and, if not already made, will make an offer at the end of that two month period to an employee who has not yet been redeployed.

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

Period of Notice

- 68.18 Where the excess employee agrees to be voluntarily retrenched, the Chief Executive Officer may retrench the employee by giving the required period of notice of termination under s.29 of the Public Service Act 1999. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
- 68.19 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in clause 68.18 for the unexpired portion of the notice period.

Severance Benefit

- 68.20 An employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the CEO under s.29 of the Public Service Act 1999 on the grounds that they are excess to requirements' is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service.
- 68.21 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 68.22 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time eligible service.
- 68.23 Service for severance purposes means:
- (a) service in Geoscience Australia;
 - (b) Government service as defined in section 10 of the *Long Service Leave Act 1976*;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Forces;
 - (e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - (f) service in another organisation where:
 - (i) an employee was transferred from the APS to that organisation with a transfer of function; or

- (ii) an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
- (iii) such service is recognised for long service leave purposes.

68.24 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 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS upon marriage under the repealed section 49 of the *Public Service Act 1922*.

68.25 Any period of service which ceased

- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - (ii) non-performance, or unsatisfactory performance of duties;
 - (iii) inability to perform duties because of physical or mental incapacity
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or
 - (vi) a breach of the Code of Conduct; or
- (b) on a ground equivalent to a ground listed in subparagraph 6(a) above under the repealed *Public Service Act 1922*; or
- (c) through voluntary termination at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment, or an employer -financed termination benefit,

will not count as service for severance pay purposes.

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

Rate of Payment - Severance Benefit

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

- (a) the employee's salary at their substantive Level; or
- (b) the salary of a higher Level, where the employee has been working at the higher Level for a continuous period of at least 12 months immediately

preceding the date on which the employee is given notice of termination;
and

- (c) other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for discomforts associated with the performance of duty.

Retention Periods

68.28 Unless the employee agrees, his/her employment will not be terminated under s.29 of the Public Service Act 1999 until the following applicable retention period has elapsed:

- (a) 13 months where an employee has 20 or more years of qualifying service or is over 45 years of age; or
- (b) 7 months for other employees.

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

- (a) the day the employee is advised in writing by the Chief Executive Officer that he/she is an excess employee under clause 68.8; or
- (b) one calendar month after the day on which the Chief Executive Officer invites the employee to accept voluntary retrenchment under clause 68.12.

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

68.31 During the retention period the Chief Executive Officer:

- (a) will continue to take reasonable steps to find alternative employment for the excess employee;
- (b) may, with 4 weeks notice, transfer the excess employee to a job with a lower classification. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher Level for the balance of the retention period; and
- (c) will consider the claims of Geoscience Australia excess employees in isolation prior to any selection process for positions at or below Level.

68.32 The excess employee is entitled to access reasonable leave on full pay and assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.

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

68.34 Where:

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

then the Chief Executive Officer may, with the agreement of the employee, terminate the employee's employment under s.29 of the Public Service Act 1999, and pay the balance of the retention period as a lump sum and this payment will be taken to have included the payment in lieu of notice of termination.

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

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

Termination following the retention period

68.36 Subject to clause 68.10 and 68.11, the Chief Executive Officer may terminate under s.29 of the Public Service Act 1999, an excess employee's employment at the end of the retention period.

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

68.38 An excess employee's employment will not be terminated without him/her being given 4 weeks' notice (or 5 weeks' notice for an employee over 45 years of age with at least 5 years of continuous service, or any employee with 20 years or more service) of termination, or payment in lieu of notice. Wherever possible this notice period will be concurrent with the retention period.

68.39 Payments of severance benefit under clause 68.20 do not apply to employees whose employment is terminated following the retention period.

69 RESIGNATION

69.1 Employees must provide two weeks written notice of their intention to resign to their nominated manager.

- 69.2 Where an employee ceases duty in the APS, he/she will receive payment in lieu, calculated at the employee's final rate of salary, for any unused recreation leave, long service leave and EDL credits.

70 PAYMENT ON DEATH

- 70.1 Where an employee dies, the Chief Executive Officer 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.
- 70.2 Where the date of death is not known, the Chief Executive Officer may direct that an employee shall be presumed to have died on a particular date, and the provisions of clause 70.1 will then apply.
- 70.3 Payment of an amount authorised by the Chief Executive Officer under clause 70.1 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee, or such other person as the law requires in the jurisdiction pertaining to the former employee.
- 70.4 On the death of an employee, any monies owing to the Geoscience Australia as a result of advanced recreation leave credits and travel allowance will be waived.

PART O SCHEDULES

71 SCHEDULE 1 REMUNERATION ARRANGEMENTS

				1st full pay period from the date of certification				1st full pay period after Non-1 July 2006		1st full pay period after Non-1 July 2007			
								Reduction Allowance [^]	3.75% ¹	Reduction Allowance [^]	3.5%	Reduction Allowance [^]	
BAND	Level	Existing salary levels	Level	Paypoint									
BAND 1	Level 1	(APS1)	\$28,232	Level 1	1.1	(APS1)	\$29,930	-	\$31,052	-	\$32,139	-	
			\$30,511		1.2		\$32,175	-	\$33,382	-	\$34,550	-	
			\$33,230		1.3	(APS2)	\$34,588	-	\$35,885	-	\$37,141	-	
		(APS2)	\$35,538		1.4		\$37,182	-	\$38,576	-	\$39,926	-	
			\$38,506		1.4		\$37,182	\$2,768	\$38,576	\$2,872	\$39,926	\$2,972	
	Level 2			Level 2	2.1	(APS3)	\$39,970	-	\$41,469	-	\$42,920	-	
		(APS3)	\$40,852		2.2		\$42,968	-	\$44,579	-	\$46,140	-	
		(APS4)	\$43,672		2.3	(APS4)	\$46,191	-	\$47,923	-	\$49,600	-	
			\$46,164*		2.4		\$49,655	-	\$51,517	-	\$53,320	-	
			\$46,918		2.4		\$49,655	-	\$51,517	-	\$53,320	-	
		HPP	\$49,812@	HPP			\$52,386@		\$54,350		\$56,253		
	BAND 2	Level 3	(APS5)	\$48,628*	Level 3	3.1	(APS5)	\$52,386	-	\$54,350	-	\$56,253	-
				\$49,812		3.1		\$52,386	-	\$54,350	-	\$56,253	-
				\$50,787*		3.1		\$52,386	\$305	\$54,350	\$316	\$56,253	\$328
			\$52,306	3.2			\$55,267	-	\$57,340	-	\$59,346	-	
				3.3			\$58,307	-	\$60,494	-	\$62,611	-	
Level 4		(APS6)	\$53,509*	Level 4	4.0*	(APS6)	\$58,307*	\$52	\$60,494	\$54	\$62,611	\$56	
			\$56,199		4.0*		\$58,307*	\$52	\$60,494	\$54	\$62,611	\$56	
			\$58,376		4.1		\$61,514	-	\$63,821	-	\$66,055	-	
			\$60,255*		4.1		\$61,514	\$1,001	\$63,821	\$1,039	\$66,055	\$1,075	
			\$62,174#		4.2		\$64,897	-	\$67,331	-	\$69,687	-	
		4.3		\$68,466#	-	\$71,033	-	\$73,520	-				
	HPP	\$65,111@	HPP			\$71,205@		\$73,875		\$76,461			

¹ 3.75% includes 1% contingent upon TRIM Productivity Improvement. Refer to PART G31.3 for more information.

		Existing salary levels	Level	1st full pay period from the date of certification		Non-1 July 2006		1st full pay period after		1st full pay period after	
				Paypoint		Reduction Allowance [^]	3.75% ¹	Reduction Allowance [^]	3.5%	Reduction Allowance [^]	
BAND 3	Level 5 (EL1)	\$65,111	Level 5	5.0* (EL1)	\$68,466*	\$52	\$71,033	\$54	\$73,520	\$56	
		\$67,181		5.1	\$71,205	-	\$73,875	-	\$76,461	-	
		\$70,241		5.2	\$74,053	-	\$76,830	-	\$79,519	-	
		\$72,438*		5.3	\$77,015	-	\$79,903	-	\$82,700	-	
		\$73,622		5.3	\$77,015	-	\$79,903	-	\$82,700	-	
				5.4	\$80,096	-	\$83,100	-	\$86,008	-	
	Level 6 (EL2)	\$75,623*	Level 6	6.0* (EL2)	\$80,096*	\$52	\$83,100	\$54	\$86,008	\$56	
		\$76,809		6.0*	\$80,096*	\$52	\$83,100	\$54	\$86,008	\$56	
		\$79,627		6.1	\$83,300	-	\$86,424	-	\$89,449	-	
		\$83,222		6.2	\$86,632	-	\$89,881	-	\$93,027	-	
		\$85,363*		6.3	\$90,097	-	\$93,476	-	\$96,747	-	
		\$86,763		6.3	\$90,097	-	\$93,476	-	\$96,747	-	
		\$89,576		6.4	\$93,701	-	\$97,215	-	\$100,617	-	
		\$90,993*		6.4	\$93,701	\$704	\$97,215	\$730	\$100,617	\$756	
	\$92,483	6.4	\$93,701	\$2,250	\$97,215	\$2,334	\$100,617	\$2,416			
	Level 7 (EL2)	Level 7		7.1	\$97,449	-	\$101,103	-	\$104,642	-	
			\$97,639	7.2	\$101,347	-	\$105,148	-	\$108,828	-	
			\$101,602	7.3	\$105,401	\$11	\$109,354	\$12	\$113,181	\$13	
			\$104,805	7.4	\$109,617	-	\$113,728	-	\$117,708	-	
	HPP	\$108,040@	HPP		\$114,002		\$118,277		\$122,417		
Level 8 (EL2)	\$108,040	Level 8	8.1	\$114,002	-	\$118,277	-	\$122,417	-		

* denotes transitional Pay Point only (see Transitional Pay Points)

denotes maximum salary for payment of overtime

@ denotes high performance Pay Point as defined in clause 63.18 of the Agreement.

[^] Non Reduction Allowance (NRA) only applies to staff employed under previous Agreement, and is not accessible to staff commencing after certification of this Agreement

72 SCHEDULE 2 ALLOWANCE RATES

Allowance	Frequency of payment	Rate before certification	Rate from 1st pay period after certification	Rate from 1st pay period after 1 July 2006	Rate from 1st pay period after 1 July 2007
First Aid Allowance	Fortnightly	\$18.96	\$19.67	\$20.41	\$21.12
Fire Warden's Allowance	Fortnightly	\$18.96	\$19.67	\$20.41	\$21.12
Marine Survey Allowance	Daily	\$13.12	\$13.61	\$14.12	\$14.62
Airborne Survey Allowance	Hourly	\$12.24	\$12.70	\$13.18	\$13.64
Land Survey Allowance	Daily	\$60.72	\$63.00	\$65.36	\$67.65
Diving Allowance	Daily	\$25.75	\$26.72	\$27.72	\$28.69
Antarctic Allowance	Annual	\$40,093	\$41,596	\$43,156	\$44,667
2nd in Charge Allowance	Annual	\$4,739	\$4,917	\$5,101	\$5,280

73 SCHEDULE 3 PERFORMANCE INDICATORS AND STANDARDS

* Many jobs will require specific tertiary or trade qualifications. Requirements will be specified in the selection criteria for a particular job

ACHIEVEMENT OF RESULTS/OUTPUTS	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
<p>Contribution to team achievements: eg</p> <ul style="list-style-type: none"> working with others to achieve project/work area objectives including high quality service delivery 	Moderate 7	Moderate 10	High 12	High 15	Very high 16	Very high 17-18	Very high 19	Very high 20
<p>Record of achievement of results/outputs of value to Geoscience Australia/project/work area: eg</p> <ul style="list-style-type: none"> carrying out agreed tasks and responsibilities to a high standard achievement of tangible/visible/measurable outputs which contribute to achievement of work area/project/objectives/Geoscience Australia outcomes bringing tasks to conclusion and ensuring outputs available for use by others successful fault finding and correction 	Moderate 6	Moderate 8	High 11	High 13	High 15	Very high 16	Very high 17	Very high 20

LEADERSHIP	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Strategic perspective and contribution: eg <ul style="list-style-type: none"> • knowledge of relevant issues and developments in external environment • contribution to identification of directions, objectives, planning and policy development • initiation of organisational/operational developments • strategic impact 	Nil	Low	Moderate	Moderate	Moderate	High	Very high	Very high
	0	2	6	8	10	12-14	16	20
Leadership in specialist area: eg <ul style="list-style-type: none"> • contribution to knowledge/techniques • reputation and influence • introduction of improvements • innovation, creativity, originality, design, development • identifying problems/issues/faults and developing solutions • scientific/technical leadership of project/s/program 	Nil	Low	Moderate	Moderate	Moderate	High	Very high	Very high
	0	3	6	8	10	12-14	16	20
Leadership of people: eg <ul style="list-style-type: none"> • inspiring others to follow your ideas/vision and work with you • mentoring and guiding others • leading team/s to the achievement of goals/delivery of outcomes 	Nil	Low	Low	Moderate	Moderate	High	Very high	Very high
	0	1	5	8	10	12-14	16	20

MANAGEMENT	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Managing self : eg <ul style="list-style-type: none"> • planning and managing delivery of own responsibilities and maintaining productivity under pressure • initiative and resourcefulness • flexibility and versatility in adapting to change • developing own skills and knowledge • cooperation with others in team • interpersonal skills; self confidence; integrity • taking responsibility for own and others' safety • complying with security and OH&S requirements and APS code of conduct; • demonstrating APS and Geoscience Australia values • providing upwards feedback/managing upwards 	Moderate 6	Moderate 8	High 11	High 13	High 15	Very high 17	Very high 18	Very high 20
Managing others: eg <ul style="list-style-type: none"> • creating a cohesive team • making best use of diversity in the team • involving staff in project/activity planning, decision making and problem solving • agreeing on individual roles and responsibilities for the achievement of objectives 	Nil 0	Low 1	Low 5	Moderate 9	High 12	High 14-15	Very high 18	Very high 20

MANAGEMENT	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
<ul style="list-style-type: none"> developing individual performance plans and learning agreements ensuring alignment of plans providing advice and guidance providing opportunities for two way feedback regularly acknowledging individual effort providing development opportunities for staff induction of new staff implementation of workplace reforms/changes carrying out OH&S and EEO responsibilities reviewing team effectiveness assisting people to accommodate change 								
<p>Management of project/work area/activity: eg</p> <ul style="list-style-type: none"> Identifying objectives in relation to corporate/Division/program plans Planning achievement of objectives (identifying and scheduling activities, budget and other resources, allocating tasks) Monitoring schedules and resource use, managing day to day operations Reviewing progress with achievement of objectives, revising plans as required, Making final/hard decisions 	Nil	Low	Moderate	Moderate	High	Very high	Very high	Very high
	0	3	6	10	12	16	18	20

MANAGEMENT	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
<ul style="list-style-type: none"> Managing information/data, Providing timely information, advice and reports Developing policies, procedures, standards Reviewing project/work area effectiveness								
Communication, liaison, negotiation and influencing skills: eg <ul style="list-style-type: none"> Interacting effectively with others Giving feedback sensitively and effectively Representing the work area/project Liaising with external agencies Communicating clearly and succinctly Listening Engaging the support of others Resolving conflict/using it constructively Negotiating for resources/mutually satisfactory outcomes 	Low 3	Low 5	Moderate 7	Moderate 9	High 12	Very high 16	Very high 18	Very high 20

LEARNING AND DEVELOPMENT	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Development of Professional/Technical Skill, knowledge, expertise*: eg <ul style="list-style-type: none"> • relevant qualifications/training/knowledge/ skill of hand and expertise • relevant experience • evidence of skills/knowledge update 	Low 4	Moderate 8	High 11	High 13	High 14	Very high 16	Very high 18	Very high 20
Development of self in line with Geoscience Australia Key work values (Leadership, Management, Client Orientation, Corporate Contributions)*: eg <ul style="list-style-type: none"> • Recognise/follow-up on own skills and knowledge development needs 	Low 4	Moderate 6	Moderate 8	High 12	Very high 16	Very high 16	Very high 18	Very high 20
Development of Others: eg <ul style="list-style-type: none"> • Developing individual learning agreements with staff and planning development activities to compliment individual learning/growth and project outputs • Mentoring and guiding others • Making the best use of the diverse talents within the team to achieve results/impact • Recognising and providing development opportunities for staff in work group • Sharing knowledge/expertise with and across projects 	Low 1	Moderate 6	Moderate 8	High 11	High 13	Very high 16	Very high 18	Very high 20

CLIENT INTERACTION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Identifying client needs: eg <ul style="list-style-type: none"> Working with clients to ascertain their requirements Promoting Geoscience Australia/project/work area outcomes, products and services Developing solutions for/with clients Preparing estimates, quotes, contracts, tenders 	Low 2	Moderate 6	Moderate 8	High 12	High 13	High 15	Very high 16	Very high 18
Meeting client needs: eg <ul style="list-style-type: none"> Providing information for client in appropriate and useful formats Delivering quality service/products on time to client specifications Nurturing the client relationship, keeping the client informed 	High 11	High 13	High 15	Very high 16	Very high 17	Very high 18	Very high 19	Very high 20
Developing new ventures/projects/products: eg <ul style="list-style-type: none"> market/client research competitor research Representing Geoscience Australia's interests in client /stakeholder forums Entrepreneurial activities leading to new projects/new clients Developing new products/services 	Nil 0	Low 2	Low 5	Moderate 7	Moderate 8	High 11-12	Very high 16	Very high 20

CORPORATE CONTRIBUTION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Corporate awareness: eg <ul style="list-style-type: none"> Understanding of Geoscience Australia's role in ITR and in government and the community Understanding Geoscience Australia's current challenges, objectives, future directions, and values Familiarity with the organisation's current programs and projects Familiarity with the way in which the organisation is managed and how it functions day to day Awareness of Geoscience Australia corporate initiatives/changes 	Low 2	Low 4	Moderate 7	High 11	High 13	Very high 16	Very high 18	Very high 20
Involvement in Geoscience Australia/ITR/APS/professional arena activities: eg <ul style="list-style-type: none"> participation in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia collaboration with other groups in Geoscience Australia/ITR/APS 	Low 2	Low 4	Moderate 6	Moderate 9	High 11	High 13	High 15	Very high 18
Sharing expertise: eg <ul style="list-style-type: none"> developing/training others on the job sharing knowledge and expertise within and across projects presenting seminars, workshops 	Low 1	Moderate 6	Moderate 8	High 12	High 14	Very high 16	Very high 17	Very high 18

CORPORATE CONTRIBUTION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Corporate information management: eg	Low	Moderate	High	High	High	High	High	High
<ul style="list-style-type: none"> • contribution to corporate databases/information management • preserving project knowledge/data within corporate information systems 	5	8	10	12	13	14	15	15

74 **SCHEDULE 4 WORK LEVEL STANDARDS - DESCRIPTIONS OF WORK AT EACH LEVEL**

Framework Descriptor	Band 1 Level One	Band 1 Level Two	Band 2 Level Three	Band 2 Level Four
Area of responsibility	Activity/ies within a work area/project	Several activities within a work area/project	Supervising part or all of an activity/work area	Supervising part or all of several activities/ work area
Level and extent of responsibility	Moderate-high at activity level. Limited at work area level (May increase in field and on gaining experience)	High at activity level Low-moderate at work area level	High for own area of responsibility Moderate at work area level	High for own area of responsibility Moderate to high at work area level
Work Complexity	Mainly straightforward operational activities	Straightforward operational and administrative tasks plus some moderately complex activities	Straightforward to moderately complex operational and administrative tasks	Moderately complex to complex operational and administrative tasks
Extent of direction received/supervision/ Guidance	Specific direction Close to general supervision Clear guidelines	Some direction General supervision General guidance	Some direction General supervision Some guidance	Limited direction Minimal supervision Some guidance
Scope for decision making/ level of accountability	Limited	Limited	Decisions re priorities and approaches to tasks in area of responsibility	Decisions re priorities and approaches to tasks in area of responsibility

Framework Descriptor	Band 1 Level One	Band 1 Level Two	Band 2 Level Three	Band 2 Level Four
Planning responsibilities	Own work May contribute to work area planning	Own work Expected to contribute to work area planning and problem solving	Own work Expected to coordinate work of junior staff and contribute to work area planning	Own work Major contribution to area planning and responsible for planning work of team
People Management Responsibilities	Checking work of junior employee/s doing the same work	Checking work of junior officer/s doing a range of similar activities Training in work practices	Supervise junior staff/small team Training in work practices	Supervise small team Training in work practices
Advisory/reporting role	Report on work progress, problem areas	Report on work progress, problems, issues and propose solutions	Report on work progress, problems, issues Advise on solutions	Report on work progress, problems, issues Advise on solutions
Representation responsibilities	Minimal	Minimal	Represent work area or project internally	Represent work area or project internally and externally
Client responsibilities	Respond to client requests	Respond to client requests	Respond to client requests Advise on client requirements	Respond to client requests Advise on broad areas of client need
Scope for Initiative	Within work area and in client service	Within work area and in client service	Within work area and in client service	Within work area and in client service
Main area of impact	Activity	Activity/Work area	Activity/Work area	Activity/Work area/project/area of expertise

Framework Descriptor	Band 3 Level Five	Band 3 Level Six	Band 3 Level Seven	Band 3 Level Eight
<p>Area of responsibility</p> <p>Level and extent of responsibility</p>	<p>Manage part or all of a work area or sub project</p> <p>High sub project/work area level</p> <p>Limited to moderate Division level</p>	<p>Strategic leadership and achievement of objectives of a significant project/work area or several smaller sub projects</p> <p>High-very high project/work area level</p> <p>Moderate-high Division/Program level</p>	<p>Strategic leadership and achievement of objectives of one or several major projects</p> <p>Leadership in field</p> <p>Very high at project/s level</p> <p>High at Division/Program level</p>	<p>Strategic leadership and achievement of objectives of a program and/or one or several major projects</p> <p>Leadership in field</p> <p>Very high project/program level</p> <p>High at Division/ Corporate level</p>
Work Complexity	<p>Complex tasks and/or multiple straightforward to moderately complex management/ research/development/ design and/or operational tasks</p>	<p>Complex to very complex management/research/ development/design tasks and issues</p>	<p>Very complex and diverse management/research/ development/design tasks and issues</p>	<p>Very complex to highly complex and diverse management/research/ development/design tasks and issues</p>
<p>Extent of direction received/supervision/ Guidance</p>	<p>Limited direction</p> <p>Minimal supervision</p> <p>Minimal guidance</p>	<p>Limited direction</p> <p>Minimal guidance</p>	<p>Limited direction</p>	<p>Limited direction</p>

Framework Descriptor	Band 3 Level Five	Band 3 Level Six	Band 3 Level Seven	Band 3 Level Eight
Scope for decision making/level of accountability	Moderate-high degree of independence in development and execution of work plan	High degree of independence and accountability	High to very high degree of independence and accountability	Very high degree of independence, discretion and accountability
Planning responsibilities	Own work, work of team Major contribution to strategic planning in work area / project	Own work, work of team Strategic planning in work area/project and contribution to Division/Program strategic planning	Own work Strategic planning in work area/project and major contribution to Division/Program strategic planning	Own work Strategic planning in work area/project and major contribution to Division/Program/Corporate strategic planning
People Management Responsibilities	Performance management and development of staff in area of responsibility	Performance management and development of staff in area of responsibility	Performance management and development of staff in area of responsibility Strategic development of group capability Mentoring role	Performance management and development of staff in area of responsibility Strategic development of group capability Mentoring role
Reporting/Advisory role	Provide expert advice to management Report on work area/project issues achievements	Provide expert advice internally and externally Report on work area/project issues achievements and directions	Expert advice to management, clients and on government policy Report on work area/project issues achievements and directions	Expert advice re ITR/APS/Govt/community/industry international programs/policy Report on work area/project/program issues, achievements and directions

Framework Descriptor	Band 3 Level Five	Band 3 Level Six	Band 3 Level Seven	Band 3 Level Eight
Representation responsibilities	Represents the interests of the Organisation	Represent the Organisation at a high level and liaise with external agencies	Represent the Organisation at a high level and liaise with external agencies	Represent the Organisation at a high level and liaise with external agencies
Client responsibilities	Identify client needs and ensure high level of client service	Research client needs and develop approaches to meet needs	Client and competitor research and develop new ventures with clients	Client and competitor research and develop new ventures with clients
Scope for Initiative	Strategic directions - techniques, concepts, systems, research directions	Strategic directions - techniques, concepts, systems, research directions	Strategic directions - techniques, concepts, systems, research directions	Strategic directions - techniques, concepts, systems, research directions
Main area of impact	Work area/project/s area of expertise	Work area/project/s/Division/Corporate/Industry/Community. Significant impact in field of expertise	Work area/project/s Division/Corporate/Industry/Community/National/ International. Sustained significant contribution and international recognition in field of expertise	Work area/project/s Division/Corporate/Industry/Community/Govt/national/International Sustained significant contribution and international eminence in field of expertise

Straightforward

- Structured concrete tasks with immediate results
- Few steps
- Set procedures/known steps
- Advice readily available
- Problem solving within established guidelines
- Immediate impact

Moderately complex

- Several steps/stages involving coordination of people, resources, activities
- Some procedures/guidelines/precedents available
- Not routine although may be similar to other tasks
- Some research, and sorting and analysing information
- Some moderately difficult problem solving
- Making decisions about the best path to take from available options
- Working within existing systems and/or modifying existing systems
- Medium term impact

Complex

- Usually a one-off task with several stages although may be similar to activities undertaken previously
- Few guidelines, precedents if any
- Clarifying objectives, determining best approach, planning delivery
- Coordinating multiple activities
- Gaining cooperation of others
- Problem solving and developing options
- Sorting and analysing complex information from diverse sources
- Linking current activities with future requirements
- Working with interrelated systems and developing new systems
- Moderate element of risk
- Medium term impact

Very complex

- Dealing with new concepts, elements of abstraction and ambiguity
- Strategic and highly analytical thinking, creativity, innovation
- One off problem/ new endeavour, but may link to others
- Identifying issues, objectives and strategies
- Establishing links with what else is happening in the area internally and externally
- Developing systems which relate to other systems
- Making/dealing with changes impacting on interrelated systems
- Major and multiple influences
- Liaison with diverse groups, considerable negotiating , influencing
- Solving difficult problems and making sense of disparate information
- Changes in direction/priorities
- High element of risk
- Long term impact

Highly complex

- New field/s of endeavour, concepts
- Developing new concepts/pace setting research
- Considerable ambiguity and abstraction
- Long term strategic perspective and high level analytical thinking
- Positioning the agency/program for the future
- Multifaceted/diverse components/activities/agendas
- Synthesising relationships/interdependent sub-parts
- Developing interrelated systems
- Complex negotiations, influencing/gaining cooperation of parties which may be negative
- High level interaction with stakeholders
- Making sense of very complex, disparate information
- Changes in direction/priority midstream
- Significant element of risk
- Long time horizon and long term impact

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