

Geoscience Australia

UNION  
COLLECTIVE AGREEMENT

2009-2011

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## **PART A INTRODUCTION**

### **1 TITLE**

- 1.1 This Agreement will be known as the Geoscience Australia Union Collective Agreement 2009-2011.

### **2 OUR ROLE AND VALUES**

- 2.1 Geoscience Australia is a prescribed agency of the Department of Resources, Energy and Tourism (RET), and delivers geoscience, research and information functions on behalf of the Australian Government.
- 2.2 Geoscience Australia operates as a national survey organisation, complementing the roles of State and other Commonwealth agencies.
- 2.3 We are an organisation that is 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 employees;
  - (g) management based on trust rather than control; and
  - (h) defined standards of service.
- 2.4 The parties agree to the following key business principles and a commitment from both to adopt behaviours in the workplace that are consistent with all of these principles. Our performance will be judged against all of these key business principles. 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 employees 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.
- (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 employees committing to the organisation's objectives;
- (b) recognising employee performance and reflecting that in Merit Advancement outcomes;
- (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 Collective Agreement – 2009-2011.

**"AIRC"** means the Australian Industrial Relations Commission.

**"APSC"** means the Australian Public Service Commission.

**"APS"** means the Australian Public Service.

**"APSjobs"** means the Commonwealth of Australia's APS-wide online recruitment portal.

**"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 **“RET”** means the Department of Resources, Energy and Tourism

**“Designated employee 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.

**“Employee representative”** means an official, officer or workplace delegate of a registered organisation who is entitled to represent the views of employees, or is elected or chosen by employees in a workplace to represent their views to management.

**“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.

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

**“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.

**“Integrated Leadership System”** means the leadership development framework developed by the Australian Public Service Commission that *“provides capability development guidance for individuals and agencies in the form of descriptions and behaviours*

*for all levels in the APS. It contains practical tools for individuals and agencies to chart leadership development."*

**"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.

**"Merit Advancement"** means a scheme that provides employees with an opportunity to make a claim for advancement. It is a generic term incorporating Pay Point, Double Pay Point, High Pay Point, High Pay Point Retention and Level Advancement.

**"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 Resources, Energy and Tourism (RET).

**"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 hours and 45 minutes, 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.

**"Traineeship"** has the same meaning as defined by the Workplace Relations Act 1996.

**"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 Chief Executive Officer and employees of Geoscience Australia (except as detailed in clause 6.1), the Community and Public Sector Union (CPSU), The Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and the Australian Manufacturing Workers' Union (AMWU), under Section 328 of the Workplace Relations Act 1996.

### **6 COVERAGE**

- 6.1 This Agreement applies to employees within Geoscience Australia, but does not apply to employees who are part of the Senior Executive Service or who are party to an Australian Workplace Agreement.

### **7 DURATION**

- 7.1 This Agreement will commence operation 7 days after approval by the Workplace Authority. The nominal expiry date of this Agreement is 30 June 2011.

#### **Variation**

- 7.2 Geoscience Australia and its employees acknowledge that this Agreement may be varied. In the event that variations to this Agreement are considered necessary, steps will be taken pursuant to Part 8 Division 8 of the Workplace Relations Act 1996.

### **8 COMPREHENSIVE AGREEMENT**

- 8.1 It is agreed that this Agreement operates to the exclusion of any other agreements, and states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law.
- 8.2 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

### **9 FLEXIBILITY CLAUSE**

- 9.1 From time to time circumstances may arise for an employee(s) where it is prudent or necessary for the terms and benefits of this Agreement as they relate to that employee(s) to be supplemented. The mechanism for so supplementing will be via written agreement between the agency head and the employee(s). Such a written agreement will be in no way contradictory to this Agreement.
- 9.2 The Workplace Relations Committee will receive advice at each of its meetings on the number of written agreements in place as well as details regarding Levels, gender and reasons.

## 10 POLICY AND GUIDELINES

- 10.1 There are policies, procedures and guidelines that support the operation of this Agreement. These may vary from time to time following consultation by the parties to the Agreement.
- 10.2 Policies or guidelines that affect employees' conditions or entitlements in this Agreement will only be made or varied by agreement between the parties to this Agreement following consultation as in clause 13.
- 10.3 If there is any inconsistency between policies, procedures or guidelines and the Agreement, the express terms of the Agreement prevail.

## 11 REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

- 11.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- Part 12 Division 4 of the Workplace Relations Act 1996;
  - other Commonwealth laws (including the Constitution); and
  - at common law.
- 11.2 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes, as addressed in clause 14 of this Agreement.
- 11.3 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 661 (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.

## 12 REPRESENTATION

- 12.1 In any matter arising under this Agreement, an employee may have an employee representative, who may be a union representative, to assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 12.2 Employees who perform a role as an employee representative will be provided with appropriate time, facilities and training to perform their function and the employer agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.
- 12.3 Employees who perform a role as an employee representative will have this role recognised for the purposes of Performance Planning and Review and for the purposes of the Merit Advancement Scheme, as set out in this Agreement.

## 13 CONSULTATIVE ARRANGEMENTS

- 13.1 The parties agree that full and effective consultation, involvement and participation of all employees on all matters relevant to their employment is essential for the successful

implementation of this Agreement. Geoscience Australia and its employees agree to fully and cooperatively participate in the consultative arrangements set out below.

- 13.2 The Workplace Relations Committee (WRC), will be chaired by the Chief Executive Officer or his/her representative, and comprise of proportionate employee representation, elected by each of the Divisions/Branches in Geoscience Australia, representatives from each of the unions with coverage in Geoscience Australia and management representatives.
- 13.3 The Workplace Relations Committee will have primary responsibility for monitoring and review of the implementation of this Agreement. The committee may oversee the development and review of workplace policies and procedures. The Committee will be the main vehicle for ongoing employee participation and consultation regarding all matters covered by the Agreement and including any associated variations. These matters include but are not limited to:
- (a) the elimination or significant reduction of job opportunities;
  - (b) significant changes to existing work practices;
  - (c) significant changes to accommodation;
  - (d) the operation, including evaluation, of the Merit Advancement Scheme;
  - (e) changes and developments to the Performance Planning and Review Scheme;
  - (f) use of flexible employment arrangements under clause 9;
  - (g) development of GA specific Work Level Standards;
  - (h) operation of the Home Based work policy and guidelines; and
  - (i) operation of the Study Assistance scheme.
- 13.4 The Workplace Relations Committee will meet at least once every quarter, or more frequently if requested by Committee members, to discuss and seek to resolve issues as well as make recommendations to the Geoscience Australia Executive Board and its subcommittees.
- 13.5 Employee representatives on the Workplace Relations Committee will be elected within a reasonable time period following commencement of this Agreement, and will remain in place for the term of this Agreement and/or until the next committee is elected.
- 13.6 Divisional meetings (team briefings) will provide a further mechanism for sharing information and for employee feedback on workplace issues.

## **14 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES**

- 14.1 Consistent with Part 13 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.
- 14.2 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, or where an employee has a reasonable

concern about an imminent risk to his or her health and safety, the employee(s) 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.

- 14.3 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.
- 14.4 In the first instance, disputes should be addressed at the local work area level through discussions between the relevant nominated manager(s) and the employee(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.
- 14.5 If the matter cannot be resolved, the parties to the dispute and their representatives may participate in mediation conducted by an agreed mediator or refer the matter to the AIRC for conciliation and/or arbitration pursuant to section 709 of the Workplace Relations Act 1996.
- 14.6 For the purposes of section 711 of the Workplace Relations Act 1996, the parties agree that the AIRC may exercise the powers and procedures outlined in sections 110 and 111 of the Workplace Relations Act 1996.
- 14.7 Any decision or direction made by the AIRC shall be in writing and shall be accepted by all affected persons. The parties agree to accept and comply with any direction or determination, and agree that these are enforceable in a Court of competent jurisdiction.
- 14.8 Where a dispute has been arbitrated by the AIRC, a party to the dispute may, within 21 days of the decision being made, appeal to the Full Bench of the AIRC, against that decision. This is in relation to the arbitrated dispute, on the grounds that the AIRC was in error in deciding to make the decision.
- 14.9 Where a party to the dispute appeals against a decision of the AIRC, pursuant to clause 14.8, a Full Bench of the AIRC may, on such terms as the Full Bench considers appropriate, direct that the operation of the whole or part of the decision be stayed pending the determination of the appeal, or until further decision, direction, recommendation or suggestion of the Full Bench.
- 14.10 On the hearing of the appeal, the Full Bench of the AIRC may confirm, quash or vary the decision.
- 14.11 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.

## **15 REVIEW OF MANAGERIAL DECISIONS**

- 15.1 Subject to clause 11, 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.
- 15.2 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.

- 15.3 The Chief Executive Officer will provide the aggrieved employee/s with the investigator's written report and advise those concerned in writing of his/her decision and the reasons for that decision.
- 15.4 Nothing in this section limits an employee's rights to seek a review of actions in accordance with the Public Service Act 1999 and the Public Service Regulations.

## **16 ANTI-DISCRIMINATION PROVISIONS**

- 16.1 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, membership or non-membership of an association of employees or employers, national extraction or social origin, or association (whether as a relative or otherwise) with a person, identified by reference to an attribute referred to in this clause.
- 16.2 This Agreement does not allow any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State, or Territory legislation.

## **17 DELEGATIONS**

- 17.1 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.

**18 FORMAL ACCEPTANCE OF THIS AGREEMENT**

18.1 This Agreement is made and approved under section 328 of the Workplace Relations Act 1996. Accordingly, it is an agreement between the employer, The Community and Public Sector Union (CPSU), The Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and Australian Manufacturing Workers' Union (AMWU) and the employees whose employment is subject to this Agreement.

**Employer**

Signed by the Chief Executive Officer of Geoscience Australia:

Signed .....  
Name Dr Neil Williams  
Chief Executive Officer  
Date .....

**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 .....

Signed .....  
Name .....  
For APESMA .....  
Date .....

## **PART C WORKPLACE ARRANGEMENTS**

### **19 THE WORKPLACE**

19.1 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**

19.2 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**

19.3 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**

19.4 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 clauses 45, 46 and 50 of this Agreement. He/she will be paid for extra duty and environmental hardship in accordance with clause 45 of this Agreement.

#### **Home based work**

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

#### **Childcare**

19.6 Geoscience Australia will conduct a childcare feasibility study and subject to the viability of the study, develop a business case. It will incorporate the options to operate or contract services for childcare on or off site. Any option in relation to childcare will be at no cost to Geoscience Australia. The service may incorporate a multi purpose and lactation rooms for use by employees.

19.7 This study will be completed no later than 12 months after this Agreement commences. The results will be presented to the WRC and to employees.

#### **Multi Purpose/Lactation Rooms**

19.8 An opportunity to provide a multi purpose room will be assessed on an ongoing basis.

19.9 Geoscience Australia has agreed to provide a lactation room.

19.10 A clear policy on the use of the room(s) will be developed and signed off by the WRC.

## **20 FREEDOM OF ASSOCIATION**

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

## PART D HOURS

### 21 FLEXTIME AND FLEXIBLE WORKING HOURS

#### General

- 21.1 Geoscience Australia and its employees recognise the benefits to both individuals and the organisation, of the continuation of flexible working hours.
- 21.2 The flextime system will normally be available to all employees, both full-time and part-time, classified as Band 1 and Band 2.
- 21.3 Subject to agreement with the employee's nominated manager, Band 3 employees will be subject to the flexible working hours provisions outlined in clauses 21.29 to 21.32.

#### Days of business

- 21.4 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.
- 21.5 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

- 21.6 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.
- 21.7 For the purposes of debiting leave, calculating salary and entitlements for employees, and subject to the provisions for part-time employees specified in clause 22 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

- 21.8 Subject to clause 21.9, 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 21.4 and 21.5 of this Agreement.
- 21.9 The bandwidth may be varied by agreement between the employee and the Chief Executive Officer.

#### Working under the flextime system

- 21.10 Employees participating in the flextime system may vary their starting and finishing times on any normal day of business, subject to operational requirements and clause 21.8.

- 21.11 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.
- 21.12 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.
- 21.13 Employees must not work for longer than 5 hours without taking an unpaid meal break of at least 30 minutes.
- 21.14 Employees should not normally work more than 10 hours during the bandwidth hours.

### Settlement period

- 21.15 The Settlement period is a four-week period as nominated by the Chief Executive Officer (refer to clauses 21.20 to 21.22 and 21.27).

### Flex credits and flex debits

- 21.16 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.
- 21.17 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.
- 21.18 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.
- 21.19 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.
- 21.20 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.
- 21.21 The maximum flex credit at the end of each settlement period is 36 hours and 45 minutes. An employee may exceed the maximum flex credit with agreement by their nominated manager, including agreement on when the flex credit will be reduced to below the maximum.
- 21.22 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 21.21, the employee's flex credit will be reduced to 36 hours and 45 minutes from the start of the following settlement period.

### Recording

21.23 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

21.24 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

21.25 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.

21.26 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.

21.27 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.

21.28 Where flex is not approved in respect of clause 21.25, the nominated manager, on request, will provide reasons in writing, explaining the decision within 5 working days.

### Flexible working hours for Band 3 employees

21.29 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.

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

21.31 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.

21.32 Where time off is not approved in respect of clause 21.29, the nominated manager, on request, will provide reasons in writing, explaining the decision within 5 working days.

## 22 PART-TIME WORK

22.1 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.

- 22.2 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.
- 22.3 No full-time employee will be made part-time without his/her consent.
- 22.4 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

- 22.5 All ongoing employees covered by this Agreement are eligible to apply to work on a part-time basis.
- 22.6 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.
- 22.7 Employees returning from Maternity, Supporting Partner or Adoption 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.
- 22.8 Where part-time work is not approved in respect of clauses 22.1 and 22.5 the nominated manager will provide reasons in writing explaining the decision within 5 working days.

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

- 22.9 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, or an option to return earlier with the agreement of their nominated manager, at the Level and, wherever possible, in the duties that the employee performed prior to entering into the part-time work arrangement.

### Hours

- 22.10 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 22.9.
- 22.11 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.
- 22.12 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.

**23 IRREGULAR OR INTERMITTENT EMPLOYEES**

- 23.1 Irregular or Intermittent Employees will receive a 20% 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**

### **24 CLASSIFICATION STRUCTURE**

24.1 The classification structure is specified at clause 82.

### **25 TRANSITIONAL PAY POINTS**

25.1 Pay points in clause 82 labelled transitional Pay Points cannot be accessed through the recruitment process, or through the Merit Advancement Scheme.

25.2 Transitional Pay Points only occur at Levels 3, 4 and 6, and are identified in clause 82 as Pay Points 3.1, 4.0, 4.1, 6.0 and 6.4 respectively.

25.3 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;
- (b) the employee is promoted to a higher Band; or
- (c) on application of the new pay structure, 1 July 2010, consistent with clause 82, where the employee's new salary is greater than their previous salary (including any applicable Non Reduction Allowance).

25.4 When there are no longer any employees paid at a Transitional Pay Point, that Pay Point will be deleted from the Classification structure.

### **26 NON REDUCTION ALLOWANCE**

26.1 The Non Reduction Allowance will increase at the same percentage rate as the salary increases of this Agreement specified at clause 36.

26.2 The employee's salary for superannuation purposes will include any Non Reduction Allowance paid.

26.3 The Non Reduction Allowances are specified at clause 82.

26.4 Employees entitled to a Non Reduction Allowance on commencement 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;
- (b) the employee is promoted to a higher Band; or
- (c) on application of the new pay structure, 1 July 2010, consistent with clause 82, where the employee's new salary is greater than their previous salary, plus the applicable Non Reduction Allowance.

26.5 The Non Reduction Allowance only applies to employees who were identified to receive the Non Reduction Allowance at the time of the certification of the 2005-2008 Certified Agreement. It is only applicable to employees who remain on those Non Reduction Allowance Pay Points and cannot be accessed as per clause 25.1.

- 26.6 When there are no longer any employees paid a Non Reduction Allowance, that Pay Point will be deleted from the Classification structure.

## **PART F SELECTION AND RECRUITMENT**

### **27 RECRUITMENT**

- 27.1 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.
- 27.2 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**

- 27.3 At the discretion of the Chief Executive Officer, a person moving to Geoscience Australia after commencement of this Agreement, whose salary with their previous employer exceeds the current maximum of the relevant classification level in this Agreement, may be maintained on their current salary until such time as their salary is overtaken by Geoscience Australia pay increases. At that time the employee will move to the next Pay Point at that Level.

### **28 PROBATION**

- 28.1 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 up to 6 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.

### **29 GEOSCIENCE AUSTRALIA GRADUATE TRAINEE SCHEME**

- 29.1 Geoscience Australia may engage an employee as a Graduate. A Graduate will be engaged as a non-ongoing employee for the duration of the program.
- 29.2 The program will normally be for a 12 month period.
- 29.3 On engagement, a Graduate will be paid at the base of the APS 4 (equivalent). The Chief Executive Officer may determine that the Graduate is to be paid at the higher Pay Point within that Level where he/she considers the employee's experience and/or qualifications justify payment at the higher level.

- 29.4 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.
- 29.5 Where the Graduate does not meet the evaluation and completion criteria, his/her employment may be terminated.
- 29.6 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 APSjobs, will apply to these positions.

### **30 TRAINEESHIPS**

- 30.1 Geoscience Australia may engage a trainee as a non-ongoing employee on approved traineeships consistent with sections 638 and 642 of the Workplace Relations Act 1996, which will normally be for a 12 month period.

### **31 CADETSHIPS**

- 31.1 Geoscience Australia may engage a person as a cadet on a non-ongoing basis to facilitate studies and work placements. The policy governing the terms and conditions of a Cadetship resides with the Human Resources section in Geoscience Australia.

## PART G REMUNERATION

### 32 PAYMENT OF SALARY

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

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

32.2 Salary Pay Points are in clause 82 of this Agreement.

#### Method of payment

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

#### Salary on engagement

32.4 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

32.5 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.

32.6 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 79.35.

### 33 OTHER RATES OF PAY

#### Junior rates of pay

33.1 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

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

#### Supported rates of pay

33.3 Supported salary rates and conditions of employment as set out in clause 40.5 shall apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

### 34 SUPERANNUATION

- 34.1 Where choice of superannuation funds is available to some or all employees, the default funds for employees who fail to make an election in accordance with the relevant legislation will be for:
- (a) new employees who do not have a previous interest in the CSS or PSS, the PSSap; or
  - (b) all other employees, the Commonwealth fund they were in immediately prior to choice being made available to them.
- 34.2 An employee to whom choice of superannuation funds is available may not elect a fund different from their default, unless that alternative fund:
- (a) is approved in accordance with superannuation choice arrangements; and
  - (b) accepts payments by electronic funds transfer.
- 34.3 Geoscience Australia will provide an employer superannuation contribution for each employee who is a member of the PSSap or who elects a fund different from their default. The contribution will be based on fortnightly contribution salary and be paid at a rate as specified by the PSSap, though not less than 15.4%.

### 35 FLEXIBLE REMUNERATION PACKAGING

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

### 36 CA PAY INCREASES

- 36.1 The following pay increases will be payable under this Agreement:
- (a) 4% from the Date of Commencement; and
  - (b) 4% from 1 July 2010.
- 36.2 Recognising a streamlined process linking Performance Planning and Review and the Merit Advancement Scheme, a new pay structure shall apply from 1 July 2010. Employees shall translate from their current Pay Point (and Non Reduction Allowance) to the salary (and Non Reduction Allowance) on the same line of the table set out in clause 82.

### 37 TEMPORARY ASSIGNMENT

- 37.1 Periods of temporary assignment will be recorded.
- 37.2 Where an employee is asked to undertake work at a higher Geoscience Australia Level for longer than 6 weeks, written confirmation will be prepared which contains details

of agreed responsibilities, timeframe and remuneration. Wherever possible, for any periods less than 6 weeks the employee and their supervisor will agree on the duties to be performed.

- 37.3 Periods of temporary assignment that are longer than 6 months will be advertised internally and be subject to a merit selection process.
- 37.4 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 37.3.
- 37.5 Employees who are asked to undertake work at a higher Geoscience Australia Level for less than 6 weeks will not receive additional remuneration but will be able to use the experience to support their claim for a higher Pay Point, Level or Band.
- 37.6 Where an employee works broken periods at a higher Level totalling more than 6 weeks in a 12 month period, any periods in excess of 6 weeks will be eligible for payment at the higher Level.
- 37.7 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.
- 37.8 Where non-SES employees are required to temporarily perform work in Senior Executive Service jobs for more than 6 weeks, they will be remunerated at a level determined by the Chief Executive Officer.
- 37.9 An employee on a temporary assignment at a higher Level for more than 6 weeks is eligible to apply for advancement through the Geoscience Australia Merit Advancement Scheme at the higher Level.

## 38 OVERTIME

### General principles

- 38.1 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.
- 38.2 In normal circumstances, an employee will work within the flextime bandwidth hours and manage their hours and work accordingly.
- 38.3 Paid overtime is only available for Band 1 and Band 2 employees. In exceptional circumstances, the Chief Executive Officer may authorise payment of overtime for Band 3 employees.
- 38.4 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.
- 38.5 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.

- 38.6 Wherever possible, 24 hours notice of the requirement to work overtime must be given to the employee, except in exceptional circumstances.
- 38.7 Employees carrying out field work (as defined in clause 19.4 of this Agreement) will not be eligible for overtime, but rather will receive Field Allowance in accordance with clause 45 of this Agreement, in respect of extra duty worked.
- 38.8 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

- 38.9 The following penalty rates for overtime performed on the following days will apply:
- Overtime worked for the first three hours Monday to Saturday - time and a half,
  - Overtime worked after the first three hours Monday to Saturday - double time,
  - Overtime worked on a Sunday - double time,
  - Working on a public holiday is paid as overtime - double time and a half (for duty outside standard hours); or time and a half for duty within standard hours (as employees would already be paid single time for the public holiday).
- 38.10 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 38.9.

### Minimum payment

- 38.11 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 calculation

- 38.12 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:

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

### Overtime meal allowance

38.13 A meal allowance is payable to an employee who:

- (a) is required to work overtime beyond a meal allowance period as defined in clause 38.15 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.

38.14 The meal allowance rate will be as advised by relevant government agencies. If this advice ceases, the Workplace Relations Committee will review the rates every 12 months.

38.15 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.

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

### Rest relief after overtime

38.17 Where there is less than 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 8 hours plus reasonable travel time has elapsed. He/she will be credited as having worked whatever time falls within the standard hours occurring during the employee's absence.

38.18 If an employee is required to resume or continue work on the instruction of the 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.

## 39 SHIFT WORK

### General shift provisions

39.1 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.

- 39.2 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.
- 39.3 Shift penalty payments will not count for overtime payments or for any other allowance based on salary.
- 39.4 Where an employee works a night shift, weekend day shift or public holiday shift, a crib payment will be made for working through breaks at the rates shown in the list of allowances at clause 83. If during bandwidth hours an employee is directed to work through a meal break, application can be made for a crib payment at the rates shown in clause 83.
- 39.5 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.
- 39.6 Employees will not work more than one shift every 24 hours, except where there is a regular changeover of shifts.
- 39.7 Employees may exchange shifts by mutual agreement, provided the arrangement does not give any employee an entitlement to an overtime payment.
- 39.8 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

- 39.9 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 7.5 days additional leave in a year.
- 39.10 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 7:00 pm and 7:00 am – shift loading of 15% 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% for each such shift;
  - (c) where any part of a shift occurs on a Saturday, - shift loading of 50% for the entire shift;
  - (d) where any part of a shift occurs on a Sunday – shift loading of 100% 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% only for those hours that are on the public holiday with at least 3 hours of the shift to receive that loading.
- 39.11 For the purposes of clause 39.10(e), Christmas Day is regarded as a public holiday even where there is a substitute day when Christmas Day falls on a weekend.

- 39.12 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.
- 39.13 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.
- 39.14 Geoscience Australia and its employees agree to negotiate on roster arrangements.

#### **Vessel based shift provisions**

- 39.15 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 (i.e. with no gangway access between the shore and the vessel) and before it returns to shore at the completion of the scheduled journey.
- 39.16 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.
- 39.17 If all or part of a shift has been worked while a vessel is out at sea, the whole of that shift (i.e. 7 hours 21 minutes) will be subject to a penalty of 15%.

## **40 SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY**

### **Employment at lower than specified salary levels**

- 40.1 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**

- 40.2 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**

- 40.3 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.

40.4 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

40.5 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

40.6 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

40.7 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**

40.8 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**

40.9 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**

40.10 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**

40.11 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 4 weeks) may be needed.

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

40.13 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.

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

40.15 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**

### **41 PAYMENT OF ALLOWANCES**

- 41.1 Unless otherwise specified in this Part, the rates for allowances covered in this Part are detailed in clause 83.
- 41.2 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.
- 41.3 Payment of claims will be made within 4 weeks of submission.
- 41.4 Rates for allowances will be as advised by relevant government agencies.
- 41.5 Should advice from relevant government agencies cease, Geoscience Australia will apply the ATO reasonable rates as varied from time to time.

### **42 FIRST AID ALLOWANCE**

- 42.1 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.

### **43 FIRE WARDEN'S ALLOWANCE**

- 43.1 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.

### **44 MOTOR VEHICLE ALLOWANCE**

- 44.1 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 highest rate advised by the Australian Taxation Office.

### **45 FIELD WORK**

- 45.1 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 19.4 of this Agreement. It should be noted that field work does not constitute a long term temporary transfer situation.
- 45.2 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.
- 45.3 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

- 45.4 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.
- 45.5 For the purpose of clause 45.4, “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).
- 45.6 Unless notified otherwise, employees 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.
- 45.7 Employees working in the field, regardless of their actual field locality, will only be entitled to public holidays (clause 63.1) which apply at their headquartered location (e.g. 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).
- 45.8 Employees working in the field will not be eligible to accumulate flex credits.

### Extra duty in the field allowance (EDFA)

- 45.9 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.
- 45.10 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.
- 45.11 EDFA will be paid for all extra duty worked on weekdays, Saturdays, Sundays and Public Holidays, subject to the limits specified in clause 45.9.
- 45.12 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.
- 45.13 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 (i.e. the maximum Pay Point of Level 4 of Band 2), in respect of such extra duty.

### Variations to EDFA in certain circumstances

- 45.14 Where there is agreement between an employee and his/her management, and subject to clauses 45.15 and 45.16, an employee may elect to vary the combination of extra duty pay and leave, i.e. arrangements differing from EDFA (as described in clauses 45.9 and 45.12) and Extra Duty Leave (EDL) (as described in clauses 45.19, 45.20 and 45.21).
- 45.15 EDFA may be exchanged for an increased EDL entitlement. There is no provision for exchanging EDL for an increased EDFA payment.

45.16 If there is no agreement reached under clause 45.14 on the proposed variation(s), EDFA and EDL (as described in clauses 45.9, 45.12, 45.19, 45.20, and 45.21) shall continue to apply.

### Extra duty leave (EDL)

45.17 Leave accrued as Extra Duty Leave will be subject to being directed to take leave as per clause 52.15, at the same time as the recreation leave that is accrued in the same year.

45.18 Where an employee is working in the field on a public holiday (as defined in clause 63.1 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.

45.19 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.

45.20 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.

45.21 For sea-going Band 3 employees, Extra Duty Leave additional to that accrued in clause 45.20 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.

45.22 These enhanced leave arrangements for sea-going employees classified as Band 3 recognise the extra demands placed on such employees when working at sea.

## 46 ALLOWANCES RELATED TO THE FIELD WORK ENVIRONMENT

### Marine survey allowance

46.1 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.

46.2 Marine Survey Allowance will only be paid after an employee's first 24 hour period at sea and is specified in clause 83.

### Incidental travel allowance

46.3 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 by relevant government agencies, to recognise incidental expenses associated with travelling.

### Airborne survey allowance

46.4 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.

46.5 Airborne Survey Allowance recognises the various discomforts associated with flying in a geophysical survey aircraft and is specified in clause 83.

### Land survey allowance

- 46.6 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.
- 46.7 Land Survey Allowance recognises the various discomforts associated with camping out in remote or isolated country and is specified in clause 83.

### Diving allowance

- 46.8 An employee on authorised underwater diving duties for a day or part day will be paid a Diving Allowance and is specified in clause 83.

### Antarctic allowance

- 46.9 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.

- 46.10 Where an employee is required to undertake duty in Antarctica, the employee will be paid an Antarctic Allowance and is specified in clause 83.
- 46.11 An employee who officially performs the duties of second in charge shall be paid a Second in Charge Allowance and is specified in clause 83.
- 46.12 Antarctic Allowance applies only to land expeditions and overrides all other field allowances including EDFFA.
- 46.13 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

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

## 47 RELOCATION ASSISTANCE

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

## 48 RESTRICTION DUTY

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 Where an employee is directed under clause 48.1, 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 48.3 for Band 3 employees for each hour so restricted.
- 48.5 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.
- 48.6 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 1 hour.
- 48.7 The allowance for Restriction Duty is not paid during any period that attracts an overtime payment.

## 49 LOSS, DAMAGE AND INDEMNITY TO PERSONAL EFFECTS

- 49.1 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.

## 50 TRAVEL

### Overseas travel

- 50.1 Overseas travel including allowances and conditions of service will be in accordance with the Chief Executive Instructions and clause 19.4.
- 50.2 Employees travelling overseas on Geoscience Australia business are entitled to Business Class travel where it is available.
- 50.3 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

- 50.4 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 46.6 and 46.7.
- 50.5 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 47 will apply in these instances.
- 50.6 Where accommodation and/or meals are provided at Commonwealth expense, the accommodation and/or meals components of the Travel Allowance will not be paid.
- 50.7 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.
- 50.8 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 one week of his/her planned departure date or his/her return, whichever is applicable.
- 50.9 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.
- 50.10 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.
- 50.11 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 50.19 to 50.21.
- 50.12 Domestic travel allowances specified in this section shall be in accordance with the rates advised by relevant government agencies. If this advice ceases, the Workplace Relations Committee will review the rates every 12 months.

### Domestic travel – entitlements for the first 21 days

50.13 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

50.14 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 and is specified in clause 83.

50.15 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.

50.16 For the purposes of the Discomfort Payment provisions, “commercial accommodation” means any accommodation that is generally available to the public.

50.17 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.

50.18 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

50.19 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.

50.20 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.

50.21 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

50.22 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 38.15, 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.

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

50.24 For the purposes of clause 50.22, 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**

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

#### **Equipment allowance**

50.26 Equipment allowance is an overseas travel entitlement payable to officers on short term missions (under 6 months) equal to an amount of:

- (a) \$120.00 AUD for travel to New Zealand; or
- (b) \$234.00 AUD in any other case.

50.27 An officer is not entitled to equipment allowance more than once in any 3 year period.

50.28 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

### 51 PORTABILITY

51.1 Where an employee joins Geoscience Australia on or after commencement of this agreement from an employer staffed under the Public Service Act 1999, the Parliamentary Service Act 1999, or the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred provided there is no break in continuity of service. Long service leave is also portable, consistent with the terms of the Long Service Leave Act 1976.

### 52 RECREATION LEAVE

52.1 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.

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

52.3 Recreation leave will accrue on a fortnightly basis using the formula specified in clause 52.7.

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

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

52.6 Recreation leave counts as service for all purposes.

52.7 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.

52.8 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 52.7.

52.9 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.

52.10 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 52.7 of this Agreement.

- 52.11 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.
- 52.12 Where recreation leave is not approved in respect of clause 52.1, the nominated manager will provide reasons in writing, in the Employee Self Service (ESS).
- 52.13 Approved leave may be revoked by the Chief Executive Officer where operational situations arise that require the attendance of an employee. In such instances, the CEO will provide reasons in writing on request, explaining the decision within 5 working days.
- 52.14 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.

#### Excess accumulated recreation leave

- 52.15 In line with 236(6)(c) Workplace Relations Act 1996, an employee may be directed to take up to 25% of their accrued entitlement from 1 April where he/she has in excess of 2 ¼ years accrual of recreation leave (45 days for non shift workers), until such time as those excess recreation leave credits have been used subject to this clause:
- (a) An employee and his/her nominated manager may arrange timing for the employee to reduce their excess leave accrual prior to 30 June in that year.
  - (b) Where excess leave accruals have not been reduced, an employee will be directed to take up to 25% of their accrued entitlement from 1 July in that year.
- 52.16 If an employee is already on leave on 1 April, he/she will be directed to take leave immediately following the final day of that leave, to the extent of the excess leave.
- 52.17 The provisions of clause 52.15 also apply to Extra Duty Leave in clause 45.17.

#### Purchased recreation leave scheme

- 52.18 An employee may elect to purchase an additional 1, 2, 3, 4, 5, 6, 7 or 8 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.
- 52.19 The employee purchases the additional leave through a reduction in his/her fortnightly salary equivalent to the monetary value of the additional leave.
- 52.20 Before the employee purchases the leave, Human Resources will provide a breakdown of the adjusted salary for the proposed purchased leave.
- 52.21 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 excess accumulated recreation leave provisions in clause 52.15.

- (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.

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

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

52

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

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

### **Cashing out of recreation leave**

52.25 The Chief Executive Officer may agree to a written request from an employee to cash 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. Recreation leave must not be cashed out if it would result in the employee's accrued entitlement to recreation leave being less than four weeks.

## **53 PERSONAL CIRCUMSTANCES AND SUPPORT LEAVE**

53.1 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.

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

53.3 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.

53.4 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.

53.5 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**

53.6 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 clauses **53.10**, **53.14**, **53.16**, **53.19** - **53.28** and **53.33**;
- (b) Where the employee is required to care for a person who is a member of the immediate family (as defined in clause **4.1**) or household, due to illness or injury or unexpected emergency of the person;

- (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.

53.7 In the event of a dispute arising over the application of PCS Leave for the reasons outlined in clause 53.6, employees may access the Procedures for Settling Disputes outlined in clause 14.

### Documentary verification

- 53.8 Documentary evidence is not normally required for absences of three days or less.
- 53.9 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.
- 53.10 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 53.9.
- 53.11 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 (e.g. the next 3 months) and must also state what supporting documentation will be considered appropriate.

### Approval of PCS Leave

- 53.12 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.
- 53.13 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.
- 53.14 An employee is unable to access paid PCS Leave while on paid Maternity Leave.
- 53.15 Where an employee fails to comply with his/her obligations under this section, the absence may be regarded as unauthorised and be without pay.
- 53.16 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.

- 53.17 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.
- 53.18 All approved PCS Leave will be deducted from an employee's available credits.

### PCS Leave credits

- 53.19 PCS Leave will be accrued based on the weekly hours prescribed for the employee, calculated in accordance with the standard formula at clause 53.26 of this Agreement.
- 53.20 Full-time ongoing employees will be allocated 20 days (that is 147 hours) of PCS Leave credits on engagement.
- 53.21 Part-time ongoing employees will be allocated a pro rata amount of PCS Leave credits on engagement.
- 53.22 An employee receiving workers' compensation for more than 45 weeks will accrue PCS Leave credits based on hours worked.
- 53.23 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 53.26.
- 53.24 Non-ongoing employees employed for more than 12 months will be allocated PCS Leave credits in accordance with the formula specified in clause 53.26, on each anniversary of the commencement of his/her employment.
- 53.25 All PCS Leave credits are to be expressed in hours and accrue without limit during the employee's period of employment with Geoscience Australia.
- 53.26 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.

- 53.27 The formula in clause 53.26 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.

53.28 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 53.26 will be reduced by the number of calendar days covered by the leave without pay not to count as service.

### **Invalidity**

53.29 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.

53.30 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**

53.31 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.

53.32 Where clause 53.31 applies, the Geoscience Australia Return to Work Policy will be followed.

53.33 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.

53.34 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.

## **54 COMPASSIONATE LEAVE**

54.1 In the event of a life threatening serious illness; injury; or death of a member of an employee's immediate family (as defined in clause 4.1) or household, the employee will be entitled to take up to three days compassionate leave, without deduction from other leave credits.

## **55 WAR SERVICE SICK LEAVE**

55.1 Employees may be eligible for war service sick leave while unfit for duty because of a war caused condition.

55.2 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.

55.3 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.

- 55.4 Eligible employees shall, subject to clause 55.6, receive further war service sick leave credits 12 months after they last received war service sick leave credits using the formula in clause 53.26 but using 3 as the value for C, in place of 4.
- 55.5 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.
- 55.6 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.
- 55.7 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.
- 55.8 Approved war service sick leave will use the special war service sick leave credits allocated on engagement before using the annual credits.
- 55.9 War service sick leave counts as service for all purposes.

## 56 MISCELLANEOUS LEAVE

- 56.1 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.
- 56.2 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 (clause 56.10);
  - (c) participation in major international sporting events; or
  - (d) participation in State Emergency Service activities.
- 56.3 Miscellaneous leave with pay will be granted by the Chief Executive Officer in certain circumstances. Further information on this is provided in the 'Other Leave with Pay Policy'.
- 56.4 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.
- 56.5 Where miscellaneous leave with pay is not approved in respect of clauses 56.2, 56.3, and 56.4 the Chief Executive Officer, or their delegate, will provide reasons in writing on request explaining the decision within 5 working days.
- 56.6 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.

56.7 Generally, miscellaneous leave without pay would not be approved for periods of leave greater than 12 months duration.

56.8 Where miscellaneous leave without pay is denied in respect of clauses 56.6 or 56.7, the nominated manager will provide reasons in writing on request, explaining the decision within 5 working days.

56.9 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.

### **Defence Reserve Leave**

56.10 In accordance with the Government's commitment to supporting Defence Force Reserve service the following applies to employees participating in Defence Force Reserve activities:

- (a) 20 working days leave on full pay each year for Reservists undertaking Defence service;
- (b) an additional 10 days paid leave to allow for a Reservists' attendance at recruitment/initial employment training;
- (c) additional leave for Defence service, whether on a paid, unpaid or top-up pay basis may be granted by the CEO;
- (d) Reservists are not required to pay their tax-free Reserve salary to Geoscience Australia;
- (e) Defence leave entitlements accumulate and can be taken over a two year period; and
- (f) Leave for paid and unpaid Defence service counts as service for all purposes with the exception that a period or periods of leave without pay in excess of six months does not count as service for annual leave purposes.

## **57 UNAUTHORISED ABSENCES**

57.1 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.

## **58 LONG SERVICE LEAVE**

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

58.2 The minimum period of long service leave that may be taken is 7 calendar days.

58.3 Periods of long service leave cannot be broken with recreation leave, except as provided by the Maternity Leave (Commonwealth Employees) Act 1973.

## **59 MATERNITY LEAVE**

59.1 The entitlement to Maternity Leave is provided for under the Maternity Leave (Commonwealth Employees) Act 1973.

59.2 An employee eligible for paid Maternity Leave may elect to take her paid maternity leave entitlements as either:

- (a) 12 weeks leave at full pay; or
- (b) 24 weeks leave at half pay.

59.3 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.

59.4 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.

59.5 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.

## **60 SUPPORTING PARTNER LEAVE**

60.1 Six weeks paid Supporting Partner Leave will be available to the supporting partner around the birth of a child, and may be taken at either full or half pay.

60.2 Where the employee elects to take their leave over 12 weeks at half pay, the leave will only count as 6 weeks' service for all purposes.

## **61 ADOPTION LEAVE**

61.1 Six weeks paid Adoption Leave will be available to parents around the adoption of a child, and may be taken at either full or half pay.

61.2 Where the employee elects to take this leave over 12 weeks at half pay, the leave will only count as 6 weeks' service for all purposes.

## **62 MISCELLANEOUS (UNPAID) PARENTAL LEAVE**

62.1 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.

62.2 The maximum period of leave without pay which may be granted during this 66 week period is 52 weeks.

62.3 Miscellaneous Parental Leave does not count as service for any purpose, but does not break continuity of service.

## 63 HOLIDAYS

63.1 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); and
- (i) holidays declared by or under a law of a State or Territory to be observed in the locality at which the employee works in accordance with the Workplace Relations Act 1996.

63.2 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

63.3 Employees are also entitled to an additional 3 days holidays comprising the 2 working days between Christmas and New Year and the first working day after New Year's Day.

63.4 Employees will observe an additional holiday that follows Boxing Day, or its substitute, or if Boxing Day falls on a Friday, shall be the following Monday. For entitlement purposes, this day shall be treated as if it is a Public Holiday.

## **PART J PEOPLE MANAGEMENT AND DEVELOPMENT**

### **64 RESPONSIBILITIES**

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

#### **Learning Agreements**

- 64.3 Managers will discuss career development needs with individual employees 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**

- 64.4 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.
- 64.5 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.
- 64.6 Geoscience Australia recognises employment equity is a key element of a diverse workforce. We will encourage women, Aboriginal and Torres Strait Islander people, people from non-English speaking backgrounds, and people with disabilities not only to apply for positions, but also to progress through all Levels within the organisation.
- 64.7 Geoscience Australia will encourage all employees to contribute their strengths and realise their full potential within the organisation.
- 64.8 Geoscience Australia seeks to provide a considerate workplace free of harassment of any kind.
- 64.9 Geoscience Australia recognises the need to provide sufficient support and flexibility to enable employees to balance work and family responsibilities.
- 64.10 Geoscience Australia will maintain a Diversity Plan which will be reviewed at regular intervals and reported annually in accordance with APS reporting requirements.

### **65 SUPPORT FOR MATURE AGE WORKERS**

- 65.1 Geoscience Australia values the skills, expertise and knowledge held by older workers. In consultation with the WRC, a program will be developed to retain the services of such workers or, where relevant, assist them in transition to retirement. In developing the program, Geoscience Australia will endeavour to support the interests of both the organisation and the employee and will consider options such as access to flexible working arrangements and professional advice.

## 66 DEVELOPMENT AND TRAINING

- 66.1 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.
- 66.2 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 the organisation and employees.
- 66.3 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 employee's day to day work activity.
  - (c) Development and training activity will be linked to and prioritised in accordance with achievement of planned outputs.
- 66.4 The development of an Individual Work Plan (IWP) (clause 73.5(g)) 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, skills to meet Capability Indicators, and subject-specific training required for the employee to maximise their contributions to the achievement of planned outputs.
- 66.5 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.
- 66.6 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.
- 66.7 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

- 66.8 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.

## 67 EMPLOYEE ASSISTANCE SCHEME

67.1 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.

## 68 OCCUPATIONAL HEALTH AND SAFETY

68.1 Geoscience Australia and its employees agree that they will strive to promote and maintain a safe workplace and work environment, one that is free from bullying, harassment, excessive workload and unsafe hours, and that this is critical to a workplace that values and respects its employees.

68.2 OH&S and protection from bullying and harassment are to be facilitated by appropriate measures including HSMAs, OH&S policies and an Agreement with employee representatives under sub-section 16(3)(c) of the Occupational Health & Safety Act 1991, with any disputes being dealt with under the terms of this Agreement.

68.3 The OH&S Agreement and HSMAs will include:

- (a) Processes for continuing consultation with employee representatives on OH&S matters;
- (b) Agreed Designated Work Groups and arrangements for conducting elections for Health and Safety Representatives;
- (c) Terms of office for Health and Safety Representatives and processes for extending the term;
- (d) Access for employee representatives to Designated Work Groups and Health and Safety Representatives lists;
- (e) Establishment and continuation of Health and Safety Committees as necessary;
- (f) Facilities, training, allowances and support for employees involved in accordance with legislative requirements and Geoscience Australia's key business principles;
- (g) Dispute Settling Procedures which include resolution by the reviewing authority as defined by the OH&S Act; and
- (h) Paid time in normal working hours for OH&S Representatives and Deputy OH&S Representatives to undertake their duties.

68.4 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.

68.5 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.

68.6 Geoscience Australia will continue to promote programs focussing on health and wellbeing. Employees unavailable to attend programs at scheduled times will be given

an opportunity to participate by other means. Part time or shift employees attending a session outside of their normal hours will have the time recognised as paid time.

## **69 CONDUCT AND MANAGING MISCONDUCT**

- 69.1 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 key business principles in clause 2.4.
- 69.2 The parties regard the following to be cornerstones of employee conduct at Geoscience Australia:
- (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.
- 69.3 In dealing with any allegations of misconduct, Geoscience Australia will utilise the Chief Executive Instruction (CEI) for 'Procedures for Breaches of the Code of Conduct', to determine whether a breach has occurred and how it should be dealt with.

## PART K GEOSCIENCE AUSTRALIA WORK LEVEL STANDARDS

### 70 GENERAL

- 70.1 The Geoscience Australia Work Level Standards describe the overall contribution the organisation needs and expects from its people to help it deliver planned outputs.
- 70.2 Capability, responsibility and work complexity are the key factors distinguishing work at one Level from work at the next Level. Work complexity is clearly defined between the levels, in the Work Level Standards at clause 84. Increasingly complex behaviours are indicated in italics between each level. New behaviours between levels are indicated in bold text.
- 70.3 Identifying different areas of complexity in an employee's role is explained in clause 70.8.

#### Work Level Standards

- 70.4 Geoscience Australia Work Level Standards are at clause 84, in two parts: Part A covers Band 1 Level 1 (APS 1) to Band 1 Level 2 (APS 4); and Part B covers Band 2 Level 3 (APS 5) to Band 3 Level 8 (EL2). The Work Level Standards are taken from the [Integrated Leadership System](http://www.apsc.gov.au/ils/index.html), developed by the Australian Public Service Commission (<http://www.apsc.gov.au/ils/index.html>).

Key elements of the ILS are applied in the workplace to:

- (a) understand the capabilities required of GA employees;
- (b) develop a systematic approach to capability development;
- (c) provide managers and employees with common descriptions of how capabilities change in response to increasing complexity; and
- (d) provide examples of Behavioural Indicators for the increase in role complexity (these are found on the APSC website, under [Integrated Leadership System](#)).

#### Capability Categories:

- 70.5 The following Capability Categories indicate the area of performance an employee is assessed against:
- (a) Supports Strategic Direction (Bands 1&2), Shapes Strategic Thinking (Band 3);
  - (b) Achieves Results;
  - (c) Supports Productive Working Relationships (Bands 1&2), Cultivates Productive Working Relationships (Band 3);
  - (d) Displays Personal Drive and Integrity (Bands 1&2), Exemplifies Personal Drive and Integrity (Band 3);
  - (e) Communicates with Influence; and
  - (f) Corporate Contribution.
- 70.6 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 capability and the complexity of work should be appropriate to that described for their Level.

## Capability and Behavioural Indicators of the ILS

70.7 Capability Categories of the ILS are broken into 2 progressive elements:

- (a) Capability Indicators describe what needs to be demonstrated by an employee and increases in complexity between levels.
  - (i) Some Capability Indicators may not apply to some jobs. Individuals will be assessed only on those that apply to their work.
  - (ii) An individual's performance may be higher than the standard on some indicators and lower on others but, on balance, should meet the overall demonstrated capability of performance for their current Level, or the Level above if the individual is applying for Level Advancement.
- (b) Behavioural Indicators describe how the employee demonstrates meeting current, or increasing capability for the next level.
  - (i) Behavioural Indicators illustrate, but are not restricted to, types of activities that may be considered in assessing performance against the Capability Indicators of each Capability Category.
  - (ii) Individuals will be expected to provide evidence of behaviours that demonstrate the Capability Indicators identified at the beginning of the cycle. Individuals will not be assessed against indicators that are not relevant to their current role and responsibilities.

## ILS Complexity layers

70.8 As roles change, the ILS identifies the context that employees are working in, or aspiring to. Increasing layers of complexity changes in four aspects—future focus, breadth of contact, breadth of impact and breadth of responsibility. Employees can identify where different aspects of their role are more complex than others. Elements of complexity may affect levels other than executive and senior executive, depending on their particular context.

- (a) Future focus—shifts from considering the longer-term implications of actions to developing a vision and direction for the future. This is most evident in the *shapes strategic thinking* and *supports strategic direction* capabilities.
- (b) Breadth of contact—stakeholder interactions become more frequent and the range of stakeholders increases. This is most evident in the *cultivates productive working relationships* and *supports productive working relationships* capabilities.
- (c) Breadth of impact—shift occurs from an impact on one's self and the team, to an impact on a business unit, the whole organisation and then an impact on the whole of government. This is most evident in the *shapes strategic thinking*, *supports strategic direction* and the *achieves results* capabilities.
- (d) Breadth of responsibility—clear shift in responsibility that develops from a responsibility for achieving individual and team outcomes to a responsibility for achieving organisation wide outcomes. This is most evident in the *achieves results* capability.

**Training**

70.9 Information sessions will be provided to all employees on the application of the ILS/Work Level Standards in writing and assessing performance under Individual Work Plans.

## **PART L PERFORMANCE PLANNING AND REVIEW**

### **71 GENERAL**

- 71.1 Geoscience Australia and its employees agree to continue to enhance the existing Performance Planning and Review Scheme, as a vehicle for increasing the capability of employees and achieving productivity gains for Geoscience Australia, as well as greater job satisfaction. Changes and developments to the Scheme will be progressed through the Workplace Relations Committee.
- 71.2 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 employees know what their responsibilities are and receive regular feedback on their performance;
  - (c) plan learning and development activities for individuals to develop the key skills and capabilities Geoscience Australia seeks in its employees; and
  - (d) facilitate assessments for Merit Advancement.

#### **Individual Work Plans**

- 71.3 Individual Work Plans (IWP) (clause 73.5(g)) will align with project/service area work plans, which in turn will align with Division and Corporate plans.
- 71.4 IWPs will provide a framework for performance feedback.
- 71.5 IWPs are to be prepared annually and signed by 31 July by the employee and their nominated manager, or within 6 weeks of commencement at GA or commencement in a new position.
- 71.6 IWPs are reviewed during regular two-way feedback sessions between the employee and their nominated manager. Each employee should have at least two formal performance assessments annually, with the final assessment occurring no later than 30 June. This process should coincide with the preparation of an IWP for the next assessment cycle.
- 71.7 The plans are living documents and can be amended as part of these discussions to reflect changes in work requirements.
- 71.8 In their reviews of the employee's performance, the nominated manager will take into account the employee's self-assessment against the Capability Categories using the Capability Indicators.
- 71.9 An employee is expected to use their IWP and end of cycle performance assessment to support their claim for Merit Advancement.

#### **Individual Work Plan – Transitional Arrangements 2009/2010**

- 71.10 For the 2009/2010 assessment cycle, IWPs are to be prepared and signed by 31 July 2009.

71.11 This will be the inaugural cycle for developing IWPs using the Work Level Standards in this Agreement.

### Individual Work Plan preparation and review for a Level Advancement claim

71.12 An employee intending to apply for Level Advancement will notify their nominated manager of their intention to apply at the start of the PPR cycle. They will develop with their nominated manager an IWP which describes planned work at their current level, and opportunities to perform to the Capability Indicators of the next Level.

71.13 Performance reviews for Level will be assessed against the Capability Indicators written to the employee's current Level. The employee demonstrates that their performance exceeds the Capability Indicators of their current Level by displaying the Capability indicators of the next Level.

### Performance ratings

71.14 Performance ratings to be used in assessing employee performance against the Capability Categories are as follows:

- (a) **Performing Above Level** – The employee's performance for the cycle in achieving the agreed outputs in their IWP exceeds the Capability Indicators of their current level by displaying the Capability Indicators of the next Level. This rating applies to assessments relating to movement to the next Level, regardless of whether the employee intends to apply for Level at the next opportunity.
- (b) **High Performance** – The employee's performance for the cycle in achieving the agreed outputs in their IWP is exceptional when evaluated against the Capability Indicators at their current Level, but not at the next Level.
- (c) **Fully Effective** - The employee met all or nearly all of the agreed outputs in their IWP that were within their influence, and in doing so demonstrated Capability Indicators of their current role and Level.
- (d) **Requires Development** - The employee is working below the Capability Indicators of their current Level, but with help and training can achieve a satisfactory standard. It is expected that planning between the employee and their manager(s) will occur to develop a strategy to address the capability(ies) requiring development.
- (e) **Unsatisfactory Performance** - The employee is not meeting the agreed outputs in their IWP and is working well below the Capability Indicators of their current Level. At this point clause 72 would apply.

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

71.16 All employees are required to have an IWP. If an IWP is not agreed between an employee and his/her nominated manager, then action must be taken immediately to facilitate reaching agreement. Where an agreement cannot be reached the steps set out in clauses 15 or 14 should be followed.

## 72 MANAGING UNSATISFACTORY PERFORMANCE

### General

72.1 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.

72.2 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.

72.3 Where a nominated manager assesses an employee's performance as unsatisfactory, they will work together to identify and implement actions that will be taken to assist the employee to meet the capability standards that would allow them to achieve their agreed outputs.

72.4 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.

72.5 The written advice must:

- (a) detail the place, date and time of performance counselling;
- (b) provide at least 48 hours notice of the performance 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 representative person present during the performance counselling; and
- (f) outline the process to be followed and possible outcomes if unsatisfactory performance continues.

### Counselling and development of Performance Improvement Plan

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

72.7 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

72.8 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.

72.9 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.

72.10 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 72.8 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.

72.11 At the conclusion of the assessment period, the nominated manager or assessor appointed under clause 72.8 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.

72.12 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.

72.13 Where the Chief Executive Officer decides on a reduction in the employee's classification, the normal review mechanisms as specified in clause 15 will apply.

72.14 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 72.11, the formal assessment process will recommence with an assessment period of 4 weeks.

72.15 Following the completion of that 4 week assessment period the nominated manager or assessor will recommend to the CEO one of the actions specified in clause 72.11.

72.16 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 72.15, the employee's nominated manager will recommend to the CEO one of the actions specified in clause 72.11 without any further period of formal assessment.

## PART M MERIT ADVANCEMENT SCHEME

### 73 GENERAL

73.1 The Merit Advancement Scheme provides an opportunity for all employees to make a claim for advancement linked to performance assessed against their IWP under the Performance Planning and Review scheme (refer to **PART L**).

73.2 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.

#### The rationale behind the scheme

73.3 The Merit Advancement Scheme seeks to encourage and provide an incentive for employees to develop and advance themselves.

73.4 Work Level Standards at **PART K** reflect the Capability Categories of the Australian Public Service Commission's Integrated Leadership System (<http://www.apsc.gov.au/ils/index.html>) and provide the framework for assessing claims for Merit Advancement. That framework progresses in the following manner: Capability Categories (**PART K**) → Capability Indicators (clause 84) → Behavioural Indicators (<http://www.apsc.gov.au/ils/index.html>).

#### Definitions

73.5 The following definitions apply to this Part:

- (a) **Assessment Cycle** – means the period from 1 July to the final performance review for that annual cycle.
- (b) **Assessment Panel** – means a panel formed by the Chief Executive Officer to assess claims for Level Advancement, with senior representatives of different occupational streams, an employee representative chosen through a WRC selection process, and (optionally) a representative from the employee's occupational stream and/or an external specialist where this would add value.

- (c) **Behavioural Indicators** – describe how the employee demonstrates meeting current capability, or increasing capability for the next level.
- (d) **Capability Categories** – means the 6 categories of performance as specified in clauses 70.5 and 84.
- (e) **Capability Indicator** – describes what needs to be demonstrated by an employee and increases in complexity between levels.
- (f) **High Performance Pay Point (HPP)** – means a Pay Point at the top of each Band, assigned a salary equivalent to the salary of the first Pay Point of the next Band.
- (g) **Individual Work Plan** – is the plan negotiated by an employee and his/her nominated manager and agreed by both parties as specified in clause 71, and which includes provision for documenting the outcomes and assessments under the Performance Planning and Review process. It must be signed by both the employee and the manager.
- (h) **Level** – means a Level within the Geoscience Australia classification structure.
- (i) **Pay Point** – means one of the points within a Level, to which a salary is assigned.
- (j) **Performance Planning and Review (PPR) process**– means the process of setting and documenting outputs and reviewing employee performance, against the Capability Indicators based around the employee’s IWP.
- (k) **Sustained period** – means the employee has performed according to the following timeframes.
  - (i) In the case of Pay Point the employee has performed for at least 6 months within the assessment cycle at the Level, except where:
    - (a) there is close proximity between an employee’s actual duration of performance and the required six months qualifying period within an assessment cycle, the Chief of Division, General Manager Corporate or the Chief Information Officer may seek further information from the employee and their nominated manager and has the discretion to consider the employee for Pay Point Advancement, consistent with clause 75.
    - (b) an employee has taken leave for parental purposes (clauses 59, 60, 61 and 62) and has not met the sustained period requirements of 73.5(k)(i) in the assessment cycle during which the leave for parental purposes commenced, the actual duration of performance in that cycle may be added to the actual duration of performance in the subsequent assessment cycle for the purpose of meeting the eligibility requirements of clause 73.5(k)(i).
  - (ii) In the case of Level Advancement;
    - (a) one to two assessment cycles to move within Bands 1 and 2, and from Band 1 to Band 2.
    - (b) two assessment cycles to move from Band 2 to 3.
    - (c) two to three assessment cycles to move within Band 3.

- (l) **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. Work level standards are used to outline expected capabilities for carrying out the role.

### Performance rating definitions

73.6 The performance rating definitions apply to both the PPR and Merit Advancement assessment process. The performance ratings applied in both processes are documented in clause 71.14.

### Capability Categories

73.7 Capability Categories and supporting Capability and Behavioural Indicators shall be used in assessing employee performance for Merit Advancement as identified in clauses 70.5 and 70.7.

73.8 Capability Indicators are broken into Levels, and progress to more complex capability requirements. Refer to the Integrated Leadership System developed by the APSC for details of Behavioural Indicators that support Capability Indicators.

### Types of Merit Advancement

73.9 An employee may advance one Pay Point within their current level.

73.10 An employee may advance two Pay Points within their current level.

73.11 An employee may advance to a HPP at the top of their current Band, which is the same as the first Pay Point of the next Band.

73.12 An employee may advance to the next Level within the classification structure.

### Parties to the assessment of Merit Advancement

73.13 Nominated manager(s) will assess employee performance throughout the assessment cycle under the PPR scheme. This assessment is an input, required for a Merit Advancement claim.

73.14 The Assessment Panel will assess claims for Level Advancement, initially on the basis of an employee's written submission, and then by interviewing the employee, and by other means as appropriate (e.g. contacting referees and, at their discretion, others who are familiar with the employee's work).

- (a) Where material (written/verbal) is provided to an Assessment Panel in relation to an employee, the employee must be provided with a copy and an opportunity to respond before any recommendation is made to the Division Chief, General Manager Corporate or Chief Information Officer (as appropriate).

73.15 The Division Chief, General Manager Corporate or Chief Information Officer (as appropriate) is the Delegate for Merit Advancement decisions within their Division/Branch.

### Role of the Chief Executive Officer

73.16 The Chief Executive Officer will be the internal reviewing officer for disputed Merit Advancement decisions.

## Timeframes

- 73.17 All components of the Merit Advancement Scheme operate on an annual cycle.
- 73.18 Claims for Level Advancement can be made from the end of cycle assessment against the IWP until no later than two weeks after the opportunity is notified in APS Jobs.
- 73.19 Performance Assessments on Individual Work Plans should be completed by 30 June.
- 73.20 All Merit Advancement decisions will apply from 1 July, subject to clause **78.2**. Payment of increases on Merit Advancement decisions, including backpay from 1 July, will generally occur by 1 October of that year.

## 74 PREREQUISITES

- 74.1 The employee must have completed the processes set out in **PART L** (Performance Planning and Review), before they may be considered for Merit Advancement.
- 74.2 Meeting the sustained period requirements as defined in clause **73.5** is a prerequisite to any Merit Advancement claim.

## 75 LODGEMENT AND ASSESSMENT

### Pay Point and Double Pay Point

- 75.1 To obtain a Pay Point, the employee will complete their final performance review in the assessment cycle with their nominated manager. In this assessment, the employee needs to obtain a rating of at least Fully Effective in 6 of the capability categories.
- 75.2 To obtain a Double Pay Point, the employee will complete their final performance review in the assessment cycle with their nominated manager. The employee's performance over the assessment cycle has been outstanding, that is, well beyond the requirements for single Pay Point advancement, and their performance was a major factor in the achievement of outputs for their workgroup and/or the organisation.
- 75.3 A performance review for Pay Point and Double Pay Point will be assessed against the Capability Indicators of the employee's current Level.
- 75.4 For Pay Point and Double Pay Point assessment, the employee must lodge a copy of their assessment against the IWP to their Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate). At the discretion of the decision maker, an employee and their nominated manager may be required to provide further information to support the assessment (clause **75.1**).

### High Pay Point (HPP) and Retention of HPP

- 75.5 To obtain a HPP, the employee will complete their final performance review in the assessment cycle with their nominated manager. In this assessment, the employee needs to obtain a rating of at least High Performance in 6 of the capability categories.
- 75.6 Performance reviews for HPP will be assessed against the Capability Indicators of the employee's current Level.
- 75.7 For HPP assessment, an employee must lodge a copy of their assessment against the IWP to their Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate). At the discretion of the decision maker, an employee and their

nominated manager may be required to provide further information to support the assessment (clause 75.5).

75.8 To retain a HPP clauses 75.5 to 75.7 will apply.

### **Level Advancement**

75.9 To lodge a Level Advancement claim, the employee will submit a written application providing evidence that they have demonstrated the indicators of the Capability Categories of the next Level in achieving their outputs. The application must include a copy of their completed, end of cycle IWP developed and assessed in accordance with clauses 71.9 to 71.14.

75.10 The application will need to be corroborated by brief supporting statements from people who are familiar with their work (e.g. nominated manager, another senior manager, referee or client).

75.11 To be successful in applying for Level Advancement, the employee will need to be assessed by the Panel as Fully Effective in all 6 Capability Categories at the higher Level.

75.12 The Panel will make a recommendation based on its assessment to the employee's Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate).

75.13 Unsuccessful applicants for Level will automatically be assessed for HPP or Pay Point (depending on their current placement within the pay structure) at the discretion of the Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate).

### **Work Availability**

75.14 Advancement past Level 7 is subject to work availability and in an external merit advancement process. Geoscience Australia employees 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.

## **76 FEEDBACK**

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

## **77 REVIEW OF DECISION/DISPUTE RESOLUTION PROCESS**

77.1 In relation to outcomes or process related decisions arising from Merit Advancement, an employee may exercise their rights to review under the dispute settlement procedures under this agreement (clause 14), or the Public Service Act 1999. Each process requires genuine internal review steps prior to proceeding to an external body.

77.2 Where the review leads to a prima facie claim for Merit Advancement after the lodgement date, the employee's claim will be considered as if it had been lodged on time.

## 78 TRANSITIONAL ARRANGEMENTS IN 2008/2009 AND 2009/2010

### 2008/2009

- 78.1 All Pay Point and HPP decisions for the 2008/2009 Merit Advancement cycle will apply from 1 July 2009.
- 78.2 Level Advancement decisions for only the 2008/2009 Merit Advancement cycle will apply from 1 October 2009.

### Pay Point 2008/2009

- 78.3 In the 2008/2009 financial year, work plans will have been completed as per the 2005 – 2008 Certified Agreement arrangements.
- 78.4 To make a claim for a Pay Point, Double Pay Point, HPP and HPP Retention, the employee will follow the processes set out in the 2005 – 2008 Certified Agreement with the exception of the following transitional arrangements:
- (a) End of cycle performance review (defined as the assessment of an IWP with employee and manager comments and sign off on ratings) should occur no later than the date notified to all employees.
  - (b) Employees who did not indicate that they would apply for advancement at the beginning of the 2008/2009 cycle will be considered for advancement.
  - (c) Where an employee wishes to pursue Merit Advancement (except Level Advancement), no application will be required and the decision will be based on the IWP assessment.
  - (d) For Pay Point, Double Pay Point and High Pay Point assessment, the employee must lodge a copy of their assessed IWP to their Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate). At the discretion of the decision maker, an employee and their nominated manager may be required to provide further information to support the assessment (clause 78.4(a)).
  - (e) Where a Chief of Division, General Manager Corporate and Chief Information Officer (as appropriate) does not endorse an employee's claim for Merit Advancement, the employee will be provided with reasons in writing on request within five working days.
  - (f) Where an employee does not agree to a decision, the dispute resolution/appeal process is set out in clause 77.

### Level 2008/2009

- 78.5 Level Advancement for the 2008/2009 cycle will follow the processes set out in the 2005 – 2008 Certified Agreement with the exception of the following transitional arrangements:
- (a) For Level, the Panel will make a recommendation based on its assessment to the employee's Chief of Division, General Manager Corporate or Chief Information Officer (as appropriate).

- (b) Employees who did not indicate that they would apply for advancement at the beginning of the 2008/2009 cycle will, on application, be considered for advancement.
- (c) Where an employee does not agree to a decision, the dispute resolution/appeal process is set out in clause 77.

**2009/2010**

78.6 Clause 71.10 sets out the requirements for writing an IWP after the 2008/2009 Assessment Cycle.

## **PART N CESSATION OF EMPLOYMENT**

### **79 REDEPLOYMENT AND REDUNDANCY**

#### **General**

79.1 These provisions apply only to ongoing APS employees. They do not apply to employees on probation or non-ongoing employees.

79.2 An employee is an excess employee if:

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

#### **Consultation process**

79.3 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.

79.4 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 employee's situation and the method used to determine excess employees;
- (b) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below Level;
- (c) job swap opportunities at Level;
- (d) referral to an appropriate employment agency; and
- (e) whether voluntary retrenchment might be appropriate.

79.5 Where 15 or more employees are likely to become excess the Chief Executive Officer will comply with the provisions of sections 660 and 668 of the Workplace Relations Act 1996.

79.6 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.

79.7 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.

- 79.8 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.
- 79.9 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 79.3 that he/she is likely to become excess, then he/she may proceed to identify the employee as excess to requirements, under clause 79.8.
- 79.10 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.
- 79.11 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**

- 79.12 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.
- 79.13 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.
- 79.14 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.
- 79.15 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.
- 79.16 Only one formal offer of voluntary retrenchment will be made to an excess employee.
- 79.17 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

- 79.18 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 section 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).
- 79.19 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 79.18 for the unexpired portion of the notice period.

### Severance benefit

- 79.20 An employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the CEO under section 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.
- 79.21 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 79.22 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.
- 79.23 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.
- 79.24 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 on marriage under the repealed section 49 of the Public Service Act 1922.

79.25 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.
- (b) on a ground equivalent to a ground listed in subparagraph 6(a) above under the repealed Public Service Act 1922;
- (c) through voluntary termination at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment, or an employer - financed termination benefit,

will not count as service for severance pay purposes.

79.26 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**

79.27 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

79.28 Unless the employee agrees, the employment of an excess employee who does not accept an offer of a voluntary retrenchment will not be terminated under section 29 of the 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.

79.29 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 clauses 79.3 and 79.8; or
- (b) one calendar month after the day on which the Chief Executive Officer invites the employee to accept voluntary retrenchment under clause 79.12.

79.30 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.

79.31 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.

79.32 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 where these are not met by the prospective employer.

79.33 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.

79.34 Where:

- (a) an excess employee has been receiving redeployment assistance from an appropriate employment agency for 2 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 section 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.

79.35 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

79.36 Subject to clause 79.10 and 79.11, the Chief Executive Officer may terminate under section 29 of the Public Service Act 1999, an excess employee's employment at the end of the retention period.

79.37 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.

79.38 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.

79.39 Payments of severance benefit under clause 79.20 do not apply to employees whose employment is terminated following the retention period.

## 80 RESIGNATION

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

80.2 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.

## 81 PAYMENT ON DEATH

81.1 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.

81.2 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 79.1 will then apply.

81.3 Payment of an amount authorised by the Chief Executive Officer under clause 79.1 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.

- 81.4 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 REMUNERATION AND ALLOWANCE RATES

## 82 REMUNERATION ARRANGEMENTS

			Pay Point	Existing salary levels (2008)	<sup>^</sup> Non-Reduction Allowance (2008)	From date of commencement 2009 4.0%	<sup>^</sup> Non-Reduction Allowance 4.0%	From 1 July 2010 4.0%	<sup>^</sup> Non-Reduction Allowance 4.0%	Pay Point	Pay Point Adjustment from 1 July 2010	<sup>^</sup> Non-Reduction Allowance	
BAND 1	Level 1	(APS1)	1.1	\$32,139		\$33,425		\$34,762		1.1	\$34,762		
			1.2	\$34,550		\$35,932		\$37,369		1.2	\$37,713		
		(APS2)	1.3	\$37,141		\$38,627		\$40,172		1.3	\$40,664		
			1.4	\$39,926		\$41,523		\$43,184		1.4	\$43,616		
	Level 2	(APS3)	2.1	\$42,920		\$44,637		\$46,422		2.1	\$46,422		
			2.2	\$46,140		\$47,986		\$49,905		2.2	\$50,364		
		(APS4)	2.3	\$49,600		\$51,584		\$53,647		2.3	\$54,306		
			2.4	\$53,320		\$55,453		\$57,671		2.4	\$58,248		
			HPP@	\$56,253		\$58,503		\$60,843		HPP @	\$60,843		
	BAND 2	Level 3	(APS5)	3.1	\$56,253		\$58,503		\$60,843		3.1	\$60,843	
3.1*				\$56,253	\$328	\$58,503	\$341	\$60,843	\$355	3.2	\$63,361		
3.2				\$59,346		\$61,720		\$64,189		3.3	\$65,879		
3.3				\$62,611		\$65,115		\$67,720		3.4	\$68,397		
Level 4		(APS6)	4.0*	\$62,611	\$56	\$65,115	\$58	\$67,720	\$60	4.0*	\$68,397		
			4.1	\$66,055		\$68,697		\$71,445		4.1	\$71,445		
			4.1*	\$66,055	\$1,075	\$68,697	\$1,118	\$71,445	\$1,163	4.2	\$74,401		
			4.2	\$69,687		\$72,474		\$75,373		4.3	\$77,358		
			4.3#	\$73,520		\$76,461		\$79,519		4.4#	\$80,314		
			HPP@	\$76,461		\$79,519		\$82,700		HPP @	\$82,700		
BAND 3		Level 5	(EL1)	5.1	\$76,461		\$79,519		\$82,700		5.1	\$82,700	
				5.2	\$79,519		\$82,700		\$86,008		5.2	\$86,452	
				5.3	\$82,700		\$86,008		\$89,448		5.3	\$90,204	
	5.4			\$86,008		\$89,448		\$93,026		5.4	\$93,956		

		Pay Point	Existing salary levels (2008)	<sup>^</sup> Non-Reduction Allowance (2008)	From date of commencement 2009 4.0%	<sup>^</sup> Non-Reduction Allowance 4.0%	From 1 July 2010 4.0%	<sup>^</sup> Non-Reduction Allowance 4.0%	Pay Point	Pay Point Adjustment from 1 July 2010	<sup>^</sup> Non-Reduction Allowance
BAND 3	Level 6	(EL2)	6.0*	\$86,008	\$56	\$89,448	\$58	\$93,026	\$60	6.0*	\$93,956
			6.1	\$89,449		\$93,027		\$96,748		6.1	\$96,748
			6.2	\$93,027		\$96,748		\$100,618		6.2	\$101,138
			6.3	\$96,747		\$100,617		\$104,642		6.3	\$105,527
			6.4	\$100,617		\$104,642		\$108,828		6.4	\$109,916
			6.4*	\$100,617	\$756	\$104,642	\$786	\$108,828	\$817	6.4	\$109,916
			6.4*	\$100,617	\$2,416	\$104,642	\$2,513	\$108,828	\$2,614	6.4*	\$109,916
	Level 7	(EL2)	7.1	\$104,642		\$108,828		\$113,181		7.1	\$113,181
			7.2	\$108,828		\$113,181		\$117,708		7.2	\$118,316
			7.3	\$113,181		\$117,708		\$122,416		7.3	\$123,451
			7.4	\$117,708		\$122,416		\$127,313		7.4	\$128,586
			HPP@	\$122,417		\$127,314		\$132,407		HPP @	\$132,407
	Level 8	(EL2)	8.1	\$122,417		\$127,314		\$132,407		8.1	\$132,407

\* Transitional Pay Point only (as per clause 25)

<sup>^</sup> Non Reduction Allowance (NRA) (as per clause 26), only applies to employees employed on certification of the 2005-2008 Agreement and is not accessible to employees starting after commencement of that Agreement.

@ High Performance Pay Point as defined in clause 75.3 of the Agreement.

# denotes maximum salary for payment of overtime

## 83 ALLOWANCE RATES

Refer to Clause	Allowance	Frequency of payment	Rate before commencement	Rate from date of commencement	Rate from 1 July 2010
46.11	2nd in Charge Allowance	Annual	\$5280	\$5,491.20	\$5,710.85
46.4	Airborne Survey Allowance	Hourly	\$13.64	\$14.19	\$14.75
46.9	Antarctic Allowance	Annual	\$44,667	\$46,453.68	\$48,311.83
50.14	Discomfort Payment	Daily	\$12	\$12.48	\$12.98
46.8	Diving Allowance	Daily	\$28.69	\$29.84	\$31.03
50.26	Equipment Allowance travelling < 6 months for travel to New Zealand		\$115.00	\$119.60	\$124.38
	In any other case		\$225.00	234.00	243.36
45.9/45.10	Extra Duty Field Allowance to B2 L4	Weekly	Up to 27.5 hrs	1.6 x hourly rate	1.6 x hourly rate
45.12/45.13	Extra Duty Field Allowance from B3 L5	Weekly	Up to 12.5 hrs	1.6 x hourly rate	1.6 x hourly rate
43.1	Fire Warden's Allowance	Fortnightly	\$21.12	\$21.96	\$22.84
42.1	First Aid Allowance	Fortnightly	\$21.12	\$21.96	\$22.84
46.3	Incidental Travel Allowance (Sea travel)	Daily			
46.6	Land Survey Allowance	Daily	\$67.65	\$70.36	\$73.17
46.1	Marine Survey Allowance	Daily	\$14.62	\$15.20	\$15.81
39.4	Shift work Crib Allowance	Shift	Nil	Time & ½	Time & ½

## PART P WORK LEVEL STANDARDS

### 84 DESCRIPTIONS OF CAPABILITIES AT EACH LEVEL

PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Capability Category: Supports Strategic Direction</b>	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Supports shared purpose and direction</b>	<p>Understands and supports the organisation's vision, mission and business objectives.</p> <p>Follows direction provided by supervisor.</p> <p>Recognises how own work contributes to the achievement of team goals.</p> <p>Understands the reasons for decisions and recommendations.</p>	<p>Understands and supports the organisation's vision, mission and business objectives.</p> <p>Follows direction provided by supervisor.</p> <p>Recognises how own work contributes to the achievement of team and <i>section</i> goals.</p> <p>Understands the reasons for decisions and recommendations.</p>	<p>Understands and supports the organisation's vision, mission and business objectives.</p> <p>Follows direction provided by supervisor.</p> <p>Recognises how own work contributes to the achievement of <i>organisational goals</i>.</p> <p>Understands the reasons for decisions and recommendations.</p>	<p>Understands and supports the organisation's vision, mission and business objectives.</p> <p><b>Communicates and follows direction provided by supervisor.</b></p> <p>Recognises how own work contributes to the achievement of organisational goals.</p> <p>Understands the reasons for decisions and recommendations.</p>
<b>Thinks strategically</b>	<p>Understands the work environment and participates in team goal setting.</p> <p>Demonstrates an awareness of issues that may impact on designated work tasks.</p>	<p>Understands the work environment and <i>contributes to the development of work plans and team goals</i>.</p> <p>Demonstrates an awareness of issues that may impact on designated work tasks.</p>	<p>Understands the work environment and contributes to the development of work plans and team goals.</p> <p>Demonstrates an awareness of the <i>implications of issues that may impact on own work objectives</i>.</p>	<p>Understands the work environment and contributes to the development of plans, <i>strategies</i> and team goals.</p> <p><b>Identifies issues and problems that may impact on own work objectives.</b></p> <p>Demonstrates an awareness of the implications of issues for own work.</p>
<b>Harnesses information and opportunities</b>	<p>Knows where to find information, and asks questions to ensure a better understanding of issues.</p> <p>Seeks guidance to determine what information should be conveyed to others.</p> <p>Keeps supervisor informed on work progress.</p>	<p>Knows where to find information, and asks questions to ensure a better understanding of issues.</p> <p><b>Uses established guidelines</b> to determine what information should be conveyed to others.</p> <p>Keeps supervisor informed on work progress.</p>	<p>Knows where to find information, and asks questions to ensure a full understanding of an issue.</p> <p><b>Uses common sense to recognise the importance of available information.</b></p> <p>Keeps self and others well informed on work progress.</p>	<p><b>Draws on information from multiple sources</b> and uses agreed guidelines to <b>analyse what information is important and how it should be used.</b></p> <p>Keeps self and others well informed on work progress.</p>

Note: Bold reflects new behaviour and italics reflects more complex behaviour.

Geoscience Australia Collective Agreement 2009-2011

PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Shows judgement intelligence and commonsense</b>	<p>Researches information relevant to work tasks and responsibilities.</p> <p>Participates in discussions around issues and refers problems to supervisor.</p> <p>Recognises the need for improved work practices.</p>	<p>Researches and <b>analyses</b> information relevant to work tasks and responsibilities.</p> <p><b>Identifies issues that may impact on designated tasks and alerts supervisor.</b></p> <p><b>Suggests improvements to work tasks.</b></p>	<p>Researches and <b>analyses information and makes recommendations based on evidence.</b></p> <p>Identifies issues that may impact on tasks.</p> <p>Suggests improvements to work tasks and <i>business practices.</i></p>	<p><b>Undertakes analysis and draws accurate conclusions based on evidence.</b></p> <p><b>Thinks laterally, identifies and implements improved work practices.</b></p>
<b>Capability Category:</b>	<b>Achieves Results</b>			
	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Identifies and uses resources wisely</b>	<p>Monitors task progress against performance expectations.</p> <p>Alerts supervisor early if work is behind schedule.</p> <p>Makes effective use of own capabilities.</p>	<p>Monitors task progress against performance expectations.</p> <p>Alerts supervisor early when work is behind schedule and <b>makes alternative arrangements.</b></p> <p>Makes effective use of own capabilities.</p>	<p><b>Reviews task performance and communicates outcomes to supervisor.</b></p> <p><b>Understands individual and team capabilities</b> and makes effective use of own capabilities.</p>	<p>Reviews task performance and communicates outcomes to supervisor.</p> <p><b>Makes effective use of <i>individual and team capabilities.</i></b></p> <p><b>Is responsive to changes in requirements.</b></p>
<b>Applies and builds professional expertise</b>	<p>Contributes own expertise to achieve outcomes for the business unit.</p>	<p>Contributes own expertise to achieve outcomes for the business unit.</p>	<p>Contributes own expertise to achieve outcomes for the business unit.</p>	<p>Contributes own expertise to achieve outcomes for the business unit.</p>
<b>Responds positively to change</b>	<p>Creates and maintains schedules.</p> <p>Responds in a positive manner to change.</p> <p>Shares information with others.</p> <p>Is adaptable and flexible to accommodate the changing needs of the team.</p>	<p>Creates and maintains schedules.</p> <p>Responds in a positive manner to change.</p> <p>Shares information with others.</p> <p>Is adaptable in approach and willing to be flexible to accommodate the changing needs of the team.</p>	<p><b>Establishes task plans to deliver objectives.</b></p> <p>Responds in a positive and flexible manner to change.</p> <p>Shares information with others and <i>adapts to a changing environment.</i></p>	<p>Establishes task plans and <i>simple project plans with measurable milestones</i> to deliver objectives.</p> <p>Responds in a positive and flexible manner to change.</p> <p>Shares information with others and adapts to a changing environment.</p>

Note: Bold reflects new behaviour and italics reflects more complex behaviour.

PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Takes responsibility for managing work projects to achieve results</b>	Sees tasks through to completion. Works within agreed priorities, and works independently on routine tasks. Maintains accurate records and files. Seeks feedback from supervisor to gauge satisfaction and seeks assistance when required.	Sees tasks through to completion. Works within agreed priorities, works independently on routine tasks and <i>accepts more challenging tasks</i> . Maintains accurate records and files. Seeks feedback from supervisor to gauge satisfaction and seeks assistance when required.	Sees tasks through to completion. Works within agreed priorities. <b>Commits to achieving quality outcomes</b> . Maintains accurate records and files. Seeks feedback from supervisor to gauge satisfaction and seeks assistance when required.	Sees tasks through to completion. Works within agreed priorities. Commits to achieving quality outcomes and <b>adheres to documentation procedures</b> . Seeks feedback from supervisor to gauge satisfaction and seeks <i>guidance</i> when required.
<b>Capability Category:</b>	<b>Supports Productive Working Relationships</b>			
	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Nurtures internal and external relationships</b>	Builds and sustains positive relationships with team members and clients. Actively participates in teamwork and activities. Responds under direction to changes in client needs and expectations.	Builds and sustains positive relationships with team members and clients. Actively participates in teamwork and activities. Responds under direction to changes in client needs and expectations.	Builds and sustains positive relationships with team members and clients. Actively participates in teamwork and activities. Responds under direction to changes in client needs and expectations.	Builds and sustains positive relationship with team members and clients. <i>Is responsive to changes in client needs and expectations</i> .
<b>Listens to, understands and recognises the needs of others</b>	Actively listens to colleagues and clients. Shares information and contributes to team discussions. Works closely with team members to achieve results and operates as an effective team member.	Actively listens to colleagues and clients. Shares information and contributes to team discussions. Works closely with team members to achieve results and operates as an effective team member.	Actively listens to colleagues and clients. Shares information and <b>ensures others are kept informed of issues</b> . Works <i>collaboratively</i> and operates as an effective team member.	Actively listens to colleagues and clients. Shares information and ensures others are kept informed of issues. Works collaboratively and operates as an effective team member.
<b>Values individual differences and diversity</b>	Understands, values and responds to different personal styles. Tries to see things from different perspectives. Treats people with respect and courtesy.	Understands, values and responds to different personal styles. Tries to see things from different perspectives. Treats people with respect and courtesy.	Understands, values and responds to different personal styles. Tries to see things from different perspectives. Treats people with respect and courtesy.	<b>Recognises the positive benefits that can be gained from diversity</b> . <b>Recognises the different working styles of individuals, and factors this into the management of tasks</b> . Tries to see things from different perspectives. Treats people with respect and courtesy.

Note: Bold reflects new behaviour and italics reflects more complex behaviour.

PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Shares learning and supports others</b>	Identifies learning opportunities. Supports the contribution of others. Understands and acts on constructive feedback.	Identifies learning opportunities. Supports the contribution of others. Understands and acts on constructive feedback.	Identifies learning opportunities. <b>Makes time for people</b> and supports the contribution of others. Understands and acts on constructive feedback.	Identifies learning opportunities. Makes time for people and supports the contribution of others. Understands and acts on constructive feedback.
<b>Capability Category:</b>	<b>Displays Personal Drive and Integrity</b>			
	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Demonstrates public service professionalism and probity</b>	Adopts a principled approach and adheres to the APS Values and Code of Conduct. Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints.	Adopts a principled approach and adheres to the APS Values and Code of Conduct. Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints.	Adopts a principled approach and adheres to the APS Values and Code of Conduct. Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints. <b>Operates as an effective representative of the work area in internal forums.</b>	Adopts a principled approach and adheres to the APS Values and Code of Conduct. Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints. Operates as an effective representative of the work area in internal forums.
<b>Engages with risk and shows personal courage</b>	Provides accurate advice on less complex issues. Acknowledges mistakes and learns from them, and seeks guidance and advice when required.	Provides accurate advice on less complex issues. Acknowledges mistakes and learns from them, and seeks guidance and advice when required.	<i>Provides accurate advice on issues.</i> Acknowledges mistakes and learns from them, and seeks guidance and advice when required.	Provides accurate advice on issues. Acknowledges mistakes and learns from them, and seeks guidance and advice when required.
<b>Commits to action</b>	Takes personal responsibility for accurate completion of work and seeks assistance when required. Commits energy and drive to see that goals are achieved.	Takes personal responsibility for accurate completion of work and seeks assistance when required. Commits energy and drive to see that goals are achieved.	Takes personal responsibility for accurate completion of work and seeks assistance when required. Commits energy and drive to see that goals are achieved.	Takes personal responsibility for accurate completion of work and seeks <i>guidance</i> when required. <b>Shows initiative and does what is required.</b> Commits energy and drive to see that goals are achieved.

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PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Promotes and adopts a positive and balanced approach to works</b>	Works as directed to achieve work objectives, even in difficult circumstances. Remains positive and responds to pressure in a calm manner.	Works as directed to achieve work objectives, even in difficult circumstances. Remains positive and responds to pressure in a calm manner.	<b>Focuses on achieving objectives even in difficult circumstances.</b> Remains positive and responds to pressure in a calm manner.	Focuses on achieving objectives even in difficult circumstances. Remains positive and responds to pressure in a calm manner.
<b>Demonstrates self awareness and a commitment to personal development</b>	Seeks feedback from others. Understands areas of strengths and works with supervisor to identify development needs. Is aware of the impact of own behaviour on others. Seeks self-development opportunities.	Seeks feedback from others. Understands areas of strengths and works with supervisor to identify development needs. Is aware of the impact of own behaviour on others. Seeks self-development opportunities.	Seeks feedback from others. <b>Communicates areas of strengths</b> and works with supervisor to identify development needs. <b>Reflects on own behaviour and recognises the impact on others.</b> Seeks self-development opportunities.	Seeks feedback from others. Communicates areas of strengths and works with supervisor to identify development needs. Reflects on own behaviour and recognises the impact on others. Seeks self-development opportunities.
<b>Capability Category:</b>	<b>Communicates With Influence</b>			
	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Communicates clearly</b>	Communicates messages clearly and concisely. Focuses on key points and uses appropriate language. Structures written and oral communication so it is easy to follow.	Communicates messages clearly and concisely. Focuses on key points and uses appropriate language. Structures written and oral communication so it is easy to follow.	<b>Confidently presents</b> messages in a clear, concise manner. Focuses on key points and uses appropriate language. Structures written and oral communication to <i>ensure clarity</i> .	Confidently presents messages in a clear, concise manner. Focuses on key points and uses appropriate language. Structures written and oral communication to ensure clarity.
<b>Listens, understands and adapts to audience</b>	Adapts communication style and approach to ensure they address the needs of different people or audiences. Listens carefully to others and checks to ensure their views have been understood. Checks own understanding of others' comments.	Adapts communication style and approach to ensure they address the needs of different people or audiences. Listens carefully to others and checks to ensure their views have been understood. Checks own understanding of others' comments.	<b>Seeks to understand the audience and tailors communication style and message accordingly.</b> Listens carefully to others and checks to ensure their views have been understood. Checks own understanding of others' comments.	Seeks to understand the audience and tailors communication style and message accordingly. Listens carefully to others and checks to ensure their views have been understood. Checks own understanding of others' comments.

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PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Negotiates confidently</b>	Listens to, and considers different ideas.  Discusses issues without getting personal or aggressive.	Listens to, and considers different ideas.  Discusses issues without getting personal or aggressive.	Listens to, and considers different ideas and discusses issues <i>credibly and thoughtfully</i> .  <b>Identifies relevant stakeholders.</b>	Listens to, and considers different ideas and discusses issues <b>credibly and thoughtfully</b> .  <b>Identifies other people's expectations and concerns.</b>
<b>Capability Category: Corporate Contribution</b>	<b>APS 1</b>	<b>APS 2</b>	<b>APS 3</b>	<b>APS 4</b>
<b>Corporate Awareness</b>	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.
<b>Involvement in GA/RET/APS/professional arena activities</b>	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Participate in internal committees, focus groups, seminars, projects and professional activities.  Collaborate with other groups in Geoscience Australia/RET/APS.	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Participate in internal committees, focus groups, seminars, projects and professional activities.  Collaborate with other groups in Geoscience Australia/RET/APS.	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Participate in internal committees, focus groups, seminars, projects and professional activities.  Collaborate with other groups in Geoscience Australia/RET/APS.	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Participate in internal committees, focus groups, seminars, projects and professional activities.  Collaborate with other groups in Geoscience Australia/RET/APS.

Note: Bold reflects new behaviour and italics reflects more complex behaviour.

PART A: Capability Indicator	Band 1 Level One		Band 1 Level Two	
	APS 1	APS 2	APS 3	APS 4
<b>Sharing Expertise</b>	Share knowledge and expertise within and across projects. Provide support for seminars, workshops.	<i>Develop/train</i> others on the job. Share knowledge and expertise within and across projects. Provide support for seminars, workshops.	Develop/train others on the job. Share knowledge and expertise within and across projects. Provide support for seminars, workshops.	Develop/train others on the job. Share knowledge and expertise within and across projects. Provide support for seminars, workshops.
<b>Corporate Information Management</b>	Contribute to corporate databases/information management. Preserve project knowledge/data within corporate information systems.	Contribute to corporate databases/information management. Preserve project knowledge/data within corporate information systems.	Contribute to corporate databases/information management. Preserve project knowledge/data within corporate information systems.	Contribute to corporate databases/information management. Preserve project knowledge/data within corporate information systems.

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
Capability Category: <b>Supports Strategic Direction</b>			Capability Category: <b>Shapes Strategic Thinking</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Supports shared purpose and direction</b>	<p>Understands and supports the organisation's vision, mission and business objectives.</p> <p><b>Identifies the relationship between organisational and operational tasks.</b></p> <p><b>Communicates with others regarding the purpose of their work.</b></p> <p>Understands and <i>communicates</i> the reasons for decisions and recommendations to others.</p>	<p>Understands and <i>promotes</i> the organisation's vision, mission and business objectives.</p> <p>Identifies the relationship between organisational and operational tasks.</p> <p><i>Clearly</i> communicates <i>goals and objectives</i> to others.</p> <p>Understands, <i>supports</i> and communicates the reasons for decisions and recommendations.</p>	<b>Inspires a sense of purpose and direction</b>	<p><i>Provides direction to others</i> regarding the purpose and importance of their work.</p> <p>Illustrates the relationship between operational tasks and organisational goals.</p> <p>Sets work tasks that align with the strategic objectives and <b>communicates expected outcomes.</b></p>	<p><i>Translates the strategy into operational goals and creates a shared sense of purpose within the business unit.</i></p> <p><i>Engages others</i> in the strategic direction of the work area, <b>encourages their contribution</b> and communicates expected outcomes.</p>
<b>Thinks strategically</b>	<p>Understands the work environment and contributes to the development of plans, strategies and team goals.</p> <p><i>Identifies broader influences that may impact on the team's work objectives.</i></p> <p>Demonstrates awareness of the implications of issues for own work and work area.</p>	<p>Understands the work environment and <i>initiates and develops</i> team goals, strategies, and work plans.</p> <p>Identifies broader <i>factors, trends</i> and influences that may impact on team's work objectives.</p> <p><i>Considers the ramifications of issues and longer-term impact of own work and work area</i></p>	<b>Focuses strategically</b>	<p>Understands the organisation's objectives and <b>aligns operational activities accordingly.</b></p> <p>Considers the ramifications of issues and longer-term impact of own work and work area.</p>	<p>Understands the organisation's objectives and <i>links</i> between the <i>business unit, organisation and whole of government agenda.</i></p> <p>Considers the ramifications of a <i>wide range</i> of issues, <b>anticipates priorities and develops long-term plans for own work area.</b></p>
<b>Harnesses information and opportunities</b>	<p>Draws on information from <i>diverse</i> sources and uses <i>experience</i> to analyse what information is important and how it should be used.</p> <p><b>Maintains an awareness of the organisation</b> and keeps self and others well informed on issues that may affect work progress</p>	<p><i>Gathers and investigates</i> information from diverse sources and <b>explores new ideas and different viewpoints.</b></p> <p>Uses experience to analyse what information is important and how it should be used.</p> <p>Maintains an awareness of the organisation and keeps self and others well informed on work issues <b>and finds out about best practice approaches.</b></p>	<b>Harnesses information and opportunities</b>	<p>Gathers and investigates information from a variety of sources, and explores new ideas and different viewpoints.</p> <p><b>Probes information and identifies any critical gaps.</b></p> <p>Maintains an awareness of the organisation, <i>monitors the context in which the organisation operates</i> and finds out about best practice approaches.</p>	<p>Gathers and investigates information from a variety of sources, and explores new ideas and different viewpoints.</p> <p>Probes information and identifies any critical gaps.</p> <p>Maintains an awareness of the organisation, <i>looks for recent developments that may impact on own business area</i> and finds out about best practice approaches.</p>

Note: Bold reflects new behaviour and italics reflects more complex behaviour.

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Shows judgement intelligence and commonsense</b>	Undertake objective systematic analysis and draws conclusions based on evidence.  <b>Identifies problems and works to resolve them.</b>  <i>Thinks laterally, identifies, implements and promotes improved work practices.</i>	Undertake objective systematic analysis and draws conclusions based on evidence.  <b>Recognises the links between interconnected issues.</b>  Identifies problems and works to resolve them.  Thinks laterally, identifies, implements and <b>promotes</b> improved work practices.	<b>Shows judgement intelligence and commonsense</b>	Undertakes objective, systematic analysis and draws accurate conclusions based on evidence.  Recognises the links between interconnected issues.  <b>Breaks through problems and weighs up the options to identify solutions.</b>  Explores possibilities and <i>innovative alternatives.</i>	Undertakes objective, critical analysis and distils the core issues.  <i>Presents logical arguments and draws accurate conclusions.</i>  <b>Anticipates and seeks to minimise risks.</b> Breaks through problems and weighs up the options to identify solutions.  Explores possibilities and creative alternatives.
<b>Capability Category: Achieves Results</b>			<b>Capability Category: Achieves Results</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Identifies and uses resources wisely</b>	Reviews <i>project</i> performance and <b>identifies opportunities for improvement.</b>  Makes effective use of individual and team capabilities and <b>negotiates responsibility for work outcomes.</b>  Is responsive to changes in requirements.	Reviews project performance and <b>identifies opportunities for improvement.</b>  Makes effective use of individual and team capabilities and negotiates responsibility for work outcomes.  Is responsive to changes in requirements.	<b>Builds organisational capability and responsiveness</b>	Reviews project performance and <i>focuses on identifying opportunities for continuous improvement.</i>  <i>Identifies key talent to support performance.</i>  Remains flexible and responsive to changes in requirements.	<i>Evaluates ongoing project performance and identifies critical success factors.</i>  <i>Instigates</i> continuous improvement activities.  Responds flexibly to changing demands.  <b>Builds teams with complementary skills</b> and <i>allocates resources in a manner that delivers results.</i>
<b>Applies and builds professional expertise</b>	<b>Values specialist expertise and capitalises on the knowledge and skills of others within the organisation.</b>  Contributes own expertise to achieve outcomes for the business unit.	Values specialist expertise and capitalises on the knowledge and skills of others within the organisation.  Contributes own expertise to achieve outcomes for the business unit.	<b>Marshals professional expertise</b>	Values specialist expertise and capitalises on the <i>expert</i> knowledge and skills of others.  Contributes own expertise to achieve outcomes for the business unit.	Values specialist expertise and <i>capitalises on the knowledge within the organisation as well as consulting externally as appropriate.</i>  <b>Manages contracts judiciously.</b>  Contributes own expertise to achieve outcomes for the business unit.

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Responds positively to change</b>	Establishes <i>clear plans and timeframes for project implementation</i> . Responds in a positive and flexible manner to change and <i>uncertainty</i> . Shares information with others and <b>encourages cooperation in coping with change</b> .	Establishes clear plans and timeframes for project implementation. Responds in a positive and flexible manner to change and uncertainty. Shares information with others and <b>assists them to adapt</b> .	<b>Steers and implements change and deals with uncertainty</b>	Establishes clear plans and timeframes for project implementation and <i>outlines specific activities</i> . Responds in a positive and flexible manner to change and uncertainty. Shares information with others and assists them to adapt.	Establishes clear plans and timeframes for project implementation and outlines specific activities. Responds in a positive and flexible manner to change and uncertainty. Shares information with others and assists them to adapt.
<b>Takes responsibility for managing work projects to achieve results</b>	Sees <i>projects</i> through to completion. <b>Monitors project progress and manages priorities</b> . Commits to achieving quality outcomes and adheres to documentation procedures. Seeks feedback from supervisor to gauge satisfaction.	Sees projects through to completion. Monitors project progress and <b>adjusts plans as required</b> . Commits to achieving quality outcomes and adheres to documentation procedures. Seeks feedback from supervisor to gauge satisfaction.	<b>Ensures closure and delivers on intended results</b>	Sees projects through to completion. Monitors project progress and adjusts plans as required. Commits to achieving quality outcomes and <i>ensures documentation procedures are maintained</i> . Seeks feedback from stakeholders to gauge satisfaction.	<i>Strives to achieve and encourages others to do the same</i> . Monitors progress and <b>identifies risks that may impact on outcomes</b> . Adjusts plans as required. Commits to achieving quality outcomes and ensures documentation procedures are maintained. Seeks feedback from stakeholders to gauge satisfaction.
<b>Capability Category: Supports Productive Working Relationships</b>			<b>Capability Category: Cultivates Productive Working Relationships</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Nurtures internal and external relationships</b>	Builds and sustains positive relationships with team members, <i>stakeholders</i> and clients. Is responsive to changes in client and <i>stakeholder</i> needs and expectations.	Builds and sustains positive relationships with team members, stakeholders and clients. <b>Proactively offers assistance for a mutually beneficial relationship</b> . <b>Anticipates</b> and is responsive to client and stakeholder needs and expectations.	<b>Nurtures internal and external relationships</b>	Builds and sustains relationships with a <i>network of key people internally and externally</i> . Proactively offers assistance for a mutually beneficial relationship. Anticipates and is responsive to internal and external client needs.	Builds and sustains relationships with a network of key people internally and externally. <b>Recognises shared agendas and works toward mutually beneficial outcomes</b> . Anticipates and is responsive to internal and external client needs.

PART B:		The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.			
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Listens to, understands and recognises the needs of others</b>	<p>Actively listens to <i>staff</i>, colleagues, clients and <i>stakeholders</i>.</p> <p><b>Involves others and recognises their contributions.</b></p> <p><b>Consults</b> and shares information and ensures others are kept informed of issues.</p> <p>Works collaboratively and operates as an effective team member.</p>	<p>Actively listens to staff, colleagues, clients and stakeholders.</p> <p>Involves others and recognises their contributions.</p> <p>Consults and shares information and ensures others are kept informed of issues.</p> <p>Works collaboratively and operates as an effective team member.</p>	<b>Facilitates cooperation and partnerships</b>	<p>Involves people, <b>encourages them</b> and recognises their contribution.</p> <p>Consults and shares information and ensures others are kept informed of issues.</p> <p>Works collaboratively and operates as an effective team member.</p>	<p>Brings people together and encourages input from key stakeholders.</p> <p>Finds opportunities to share information and ensures that others are kept informed of issues.</p> <p><i>Fosters teamwork and rewards cooperative and collaborative behaviour.</i></p> <p><b>Resolves conflict using appropriate strategies.</b></p>
<b>Values individual differences and diversity</b>	<p>Recognises the positive benefits that can be gained from diversity, <b>and explores diverse views.</b></p> <p>Recognises the different working styles of individuals, and factors this into the management of <i>people</i> and tasks.</p> <p>Tries to see things from different perspectives. Treats people with respect and courtesy.</p>	<p>Recognises the positive benefits that can be gained from diversity.</p> <p><b>Encourages the exploration of diverse views and harnesses the benefits of such views.</b></p> <p>Recognises the different working styles of individuals, and factors this into the management of people and tasks.</p> <p>Tries to see things from different perspectives.</p> <p>Treats people with respect and courtesy.</p>	<b>Values individual differences and diversity</b>	<p>Recognises the positive benefits that can be gained from diversity and encourages the exploration of diverse views.</p> <p><i>Harnesses understanding of differences to enhance interactions.</i></p> <p>Recognises the different working styles of individuals, and tries to see things from different perspectives.</p>	<p>Recognises the positive benefits that can be gained from diversity and encourages the exploration of diverse views.</p> <p>Harnesses understanding of differences <b>to anticipate reactions</b> and enhance interactions.</p> <p>Recognises the different working styles of individuals, and tries to see things from different perspectives.</p>

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Shares learning and supports others</b>	<p>Identifies learning opportunities for others and delegates tasks effectively.</p> <p>Agrees clear performance standards and gives timely praise and recognition.</p> <p>Makes time for people and offers full support when required.</p> <p>Provides constructive feedback.</p> <p>Recognises and notes underperformance where appropriate.</p>	<p>Identifies learning opportunities for others and delegates tasks effectively.</p> <p>Agrees clear performance standards and gives timely praise and recognition.</p> <p>Makes time for people and offers full support when required.</p> <p>Provides constructive and <i>regular</i> feedback.</p> <p>Deals with underperformance promptly.</p>	<b>Guides, mentors and develops people</b>	<p>Identifies learning opportunities for others and empowers them by delegating tasks.</p> <p>Agrees clear performance standards and gives timely praise and recognition.</p> <p>Makes time for people and offers full support when required.</p> <p>Delivers constructive, objective feedback in a manner that gains acceptance and achieves resolution.</p> <p>Deals with under-performance promptly.</p>	<p><i>Encourages and motivates people to engage in continuous learning,</i> and empowers them by delegating tasks.</p> <p>Agrees clear performance standards and gives timely praise and recognition.</p> <p>Makes time for people and offers full support when required.</p> <p>Delivers constructive feedback in a manner that gains acceptance and achieves resolution.</p> <p>Deals with underperformance promptly.</p>
<b>Capability Category: Displays Personal Drive and Integrity</b>			<b>Capability Category: Exemplifies Personal Drive and Integrity</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Demonstrates public service professionalism and probity</b>	<p>Adopts a principled approach and adheres to the APS Values and Code of Conduct.</p> <p>Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints.</p> <p>Operates as an effective representative of the <i>organisation</i> in internal forums.</p>	<p>Adopts a principled approach and adheres to the APS Values and Code of Conduct.</p> <p>Acts professionally at all times and operates within the boundaries of organisational processes and legal and public policy constraints.</p> <p>Operates as an effective representative of the organisation in internal forums.</p>	<b>Demonstrates public service professionalism and probity</b>	<p>Adopts a principled approach and adheres to the APS Values and Code of Conduct.</p> <p>Acts professionally and impartially at all times and operates within the boundaries of organisational processes and legal and public policy constraints.</p> <p>Operates as an effective representative of the organisation in <i>public</i> and internal forums.</p>	<p>Adopts a principled approach and adheres to the APS Values and Code of Conduct.</p> <p>Acts professionally and impartially at all times and operates within the boundaries of organisational processes and legal and public policy constraints.</p> <p>Operates as an effective representative of the organisation in public and internal forums.</p>

PART B:		The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.			
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Engages with risk and shows personal courage</b>	<p><b>Provides impartial and forthright advice. Justifies own position when challenged.</b></p> <p>Acknowledges mistakes and learns from them, and seeks guidance and advice when required.</p>	<p>Provides impartial and forthright advice.</p> <p><b>Challenges issues constructively</b> and justifies own position when challenged.</p> <p>Acknowledges mistakes and learns from them, and seeks guidance and advice when required.</p>	<b>Engages with risk and shows personal courage</b>	<p>Provides impartial and forthright advice.</p> <p>Challenges <i>important</i> issues constructively, and <b>stands by own position when challenged.</b></p> <p>Acknowledges mistakes and learns from them, and seeks guidance and advice when required.</p>	<p>Provides impartial and forthright advice.</p> <p>Challenges important issues constructively, stands by own position <i>and supports others when required.</i></p> <p>Acknowledges mistakes and learns from them, and seeks guidance and advice when required.</p>
<b>Commits to action</b>	<p>Takes personal responsibility for <i>meeting objectives and progressing work.</i></p> <p>Shows initiative and does what is required.</p> <p>Commits energy and drive to see that goals are achieved.</p>	<p>Takes personal responsibility for meeting objectives and progressing work.</p> <p>Shows initiative and does what is required.</p> <p>Commits energy and drive to see that goals are achieved.</p>	<b>Commits to action</b>	<p>Takes personal responsibility for meeting objectives and progressing work.</p> <p>Shows initiative and <i>proactively steps in</i> and does what is required.</p> <p>Commits energy and drive to see that goals are achieved.</p>	<p>Takes personal responsibility for meeting objectives and progressing work.</p> <p>Shows initiative and proactively steps in and does what is required.</p> <p>Commits energy and drive to see that goals are achieved.</p>
<b>Promotes and adopts a positive and balanced approach to work</b>	<p><b>Persists with</b>, and focuses on achieving, objectives even in difficult circumstances.</p> <p>Remains positive and responds to pressure in a calm manner.</p>	<p>Persists with, and focuses on achieving, objectives even in difficult circumstances.</p> <p>Remains positive and responds to pressure in a calm manner.</p>	<b>Displays resilience</b>	<p>Persists with, and focuses on achieving, objectives even in difficult circumstances.</p> <p>Remains positive and responds to pressure in a controlled manner.</p> <p><b>Continues to move forward despite criticism or setbacks.</b></p>	<p>Persists and focuses on achieving objectives even in difficult circumstances.</p> <p>Remains positive and responds to pressure in a controlled manner.</p> <p><i>Maintains momentum and sustains effort</i> despite criticism or setbacks.</p>

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Demonstrates self awareness and a commitment to personal development</b>	<p>Seeks feedback from others.</p> <p>Communicates areas of strengths and <i>acknowledges development needs</i>.</p> <p>Reflects on own behaviour and recognises the impact on others.</p> <p><b>Shows commitment to learning and self development.</b></p>	<p><b>Self-evaluates performance</b> and seeks feedback from others.</p> <p>Communicates areas of strengths and acknowledges development needs.</p> <p>Reflects on own behaviour and recognises the impact on others.</p> <p>Shows commitment to learning and self-development.</p>	<b>Demonstrates self awareness and a commitment to personal development</b>	<p>Self-evaluates performance and seeks feedback from others.</p> <p>Communicates and <i>acts on strengths and development needs</i>.</p> <p>Reflects on own behaviour and recognises the impact on others.</p> <p>Shows <i>strong</i> commitment to learning and self-development, and <b>accepts challenging new opportunities</b>.</p>	<p><i>Critically analyses own performance</i> and seeks feedback from others.</p> <p>Confidently communicates strengths and acknowledges development needs.</p> <p>Acts on negative feedback to improve performance.</p> <p>Reflects on own behaviour and recognises the impact on others.</p> <p>Shows strong commitment to learning and self-development, and <i>embraces</i> challenging new opportunities.</p>
<b>Capability Category: Communicates With Influence</b>			<b>Capability Category: Communicates With Influence</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Communicates clearly</b>	<p>Confidently presents messages in a clear, concise and <b>articulate</b> manner.</p> <p>Focuses on key points and uses appropriate, <i>unambiguous</i> language.</p> <p><b>Selects the most appropriate medium for conveying information</b> and structures written and oral communication to ensure clarity.</p>	<p>Confidently presents messages in a clear, concise and articulate manner.</p> <p>Focuses on key points and uses appropriate, unambiguous language.</p> <p>Selects the most appropriate medium for conveying information and structures written and oral communication to ensure clarity.</p>	<b>Communicates clearly</b>	<p>Confidently presents messages in a clear, concise and articulate manner.</p> <p>Focuses on key points and uses appropriate, unambiguous language.</p> <p>Selects the most appropriate medium for conveying information and structures written and oral communication to ensure clarity.</p>	<p>Confidently presents messages in a clear, concise and articulate manner.</p> <p><i>Translates information for others</i>, focusing on key points and using appropriate, unambiguous language.</p> <p>Selects the most appropriate medium for conveying information and structures written and oral communication to ensure clarity.</p>

PART B:		The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.			
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Listens, understands and adapts to audience</b>	Seeks to understand the audience and tailors communication style and message accordingly.  Listens carefully to others and checks to ensure their views have been understood.  Checks own understanding of others' comments and <b>does not allow misunderstandings to linger.</b>	Seeks to understand the audience and tailors communication style and message accordingly.  Listens carefully to others and checks to ensure their views have been understood.  Checks own understanding of others' comments and does not allow misunderstandings to linger.	<b>Listens, understands and adapts to audience</b>	Seeks to understand the audience and tailors communication style and message accordingly.  Listens carefully to others and checks to ensure their views have been understood.  Checks own understanding of others' comments and does not allow misunderstandings to linger.	Seeks to understand the audience and tailors communication style and message accordingly.  Listens carefully to others and checks to ensure their views have been understood.  <b>Anticipates reactions and is prepared to respond.</b>  Checks own understanding of others' comments and does not allow misunderstandings to linger.
<b>Negotiates confidently</b>	<b>Approaches negotiations with a clear understanding of key issues.</b>  <b>Understands the desired outcomes.</b>  Identifies relevant stakeholders' expectations and concerns.  Discusses issues credibly and thoughtfully.  <b>Encourages the support of relevant stakeholders.</b>	<b>Approaches negotiations with a clear understanding of key issues.</b>  <b>Understands the desired outcomes.</b>  Identifies relevant stakeholders' expectations and concerns.  Discusses issues credibly and thoughtfully.  <b>Encourages the support of relevant stakeholders.</b>	<b>Negotiates persuasively</b>	Approaches negotiations with a strong grasp of the key issues, having <i>prepared in advance</i> .  Understands the desired objectives and <i>associated strengths and weaknesses</i> .  <i>Anticipates the position of the other party, and frames arguments accordingly.</i>  Encourages the support of relevant stakeholders.  <b>Strives to achieve an outcome that delivers benefits for both parties.</b>	Approaches negotiations with a strong grasp of the key issues, having prepared well in advance.  Understands the desired objectives and associated strengths and weaknesses.  Anticipates the position of the other party, and <i>adapts approach accordingly</i> .  Encourages the support of relevant stakeholders.  <b>Encourages debate and identifies common ground</b> to facilitate agreement and acceptance of mutually beneficial solutions.
<b>Capability Category: Corporate Contribution</b>			<b>Capability Category: Corporate Contribution</b>		
	<b>APS 5</b>	<b>APS 6</b>		<b>EL 1</b>	<b>EL 2</b>
<b>Corporate Information Management</b>	Contribute to corporate databases/information management.  Preserve project knowledge/data within corporate information systems.	Contribute to corporate databases/information management.  Preserve project knowledge/data within corporate information systems.	<b>Corporate Information Management</b>	Contribute to corporate databases/information management.  Preserve project knowledge/data within corporate information systems.	Contribute to corporate databases/information management.  Preserve project knowledge/data within corporate information systems.

PART B: The requirements for Band 3 describes a shift in leadership capability at the Executive Levels.					
Capability Indicator	Band 2 Level Three APS 5	Band 2 Level Four APS 6	Capability Indicator	Band 3 Level Five EL 1	Band 3 Level Six to Eight EL 2
<b>Involvement in GA/RET/APS/ professional arena activities</b>	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Collaborate with other groups in Geoscience Australia/RET/APS.	Participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Collaborate with other groups in Geoscience Australia/RET/APS.	<b>Involvement in GA/RET/APS/ professional arena activities</b>	<i>Chair</i> participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Collaborate with other groups in Geoscience Australia/RET/APS.	Chair/participate in committees, focus groups, seminars, projects, professional activities which bring credit and benefit to Geoscience Australia.  Collaborate with other groups in Geoscience Australia/RET/APS.
<b>Corporate Awareness</b>	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	<b>Corporate Awareness</b>	Understands Geoscience Australia's role in RET, in government and the community  Understands Geoscience Australia's current challenges, objectives, future directions, and values.  Familiarity with the organisation's current programmes 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.	Understands Geoscience Australia's role in RET, in government and the community  <i>Aligns outcomes with</i> Geoscience Australia's objectives, future directions, and values.  <i>Implements</i> the organisation's current programmes and projects.  Familiarity with the way in which the organisation is managed and how it functions day to day.  <i>Implements</i> Geoscience Australia corporate initiatives/changes.
<b>Sharing Expertise</b>	Develop/train others on the job.  Share knowledge and expertise within and across projects.  <i>Present</i> seminars, workshops.	Develop/train others on the job <i>and identify training needs of employees where required.</i>  Share knowledge and expertise within and across projects.  Present seminars, workshops.	<b>Sharing Expertise</b>	Develop/train others on the job and identify training needs of employees where required.  Share knowledge and expertise within and across projects.  Present seminars, workshops.	Develop/train others on the job and identify training needs of employees where required.  Share knowledge and expertise within and across projects.  Present seminars, workshops.

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