

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



Australian Government

Geoscience Australia

# Geoscience Australia Enterprise Agreement

2024 – 2027



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**Department of Industry, Science and Resources**

Minister for Resources and Northern Australia: the Hon Madeleine King MP  
Secretary: Ms Meghan Quinn PSM

**Geoscience Australia**

Chief Executive Officer: Dr James Johnson

Geoscience Australia acknowledges the traditional owners and custodians of Country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past and present.



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# Section 1 - Technical matters

## Title

1. This agreement will be known as the Geoscience Australia Enterprise Agreement 2024 - 2027.

## Parties to the agreement

2. The agreement covers:
  - 2.1 The CEO, for and on behalf of the Commonwealth of Australia as the employer.
  - 2.2 All employees in Geoscience Australia employed under the PS Act other than:
    - a. Senior Executive Service employees or equivalent (excluding EL2.7 employees);
    - b. other agency-specific cohorts not covered by the agreement where relevant and according to the scope specified in the Notice of Employee Representational Rights; and
  - 2.3 Subject to notice being given in accordance with section 183 of the FW Act, the following employee organisations which were a bargaining representative for this agreement are covered:
    - a. the Community and Public Sector Union; and
    - b. Professionals Australia.

## Operation of the agreement

3. This agreement will commence operation:
  - a. 7 days after approval by the Fair Work Commission.
  - b. This agreement will nominally expire on 28 February 2027.

## Delegations

4. The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

## National Employment Standards (NES) precedence

5. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of Geoscience Australia in any respect when compared with the NES.

## Closed comprehensive agreement

6. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
7. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
8. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## Individual flexibility arrangements

9. Geoscience Australia and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - a. the agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration;
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of Geoscience Australia and employee in relation to one or more of the mentioned in clause 9
  - c. the arrangement is genuinely agreed to by Geoscience Australia and the employee.
10. Geoscience Australia must ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the FW Act;
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
11. Geoscience Australia must ensure that the individual flexibility arrangement:
  - a. is in writing;
  - b. includes the name of Geoscience Australia and the employee;
  - c. is signed by Geoscience Australia and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their; employment as a result of the arrangement; and
  - e. states the day on which the arrangement commences.
12. Geoscience Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
13. Geoscience Australia or the employee may terminate the individual flexibility arrangement:
  - a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if Geoscience Australia and employee agree in writing – at any time.
14. Geoscience Australia and the employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

15. The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**Agreement** means the Geoscience Australia Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

**APS Award** means Australian Public Service Enterprise Award 2015.

**APS Consultative Committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS of a whole.

**Averaged hours period** has the meaning set out in clauses 153 and 156.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**Broadband** refers to the allocation of more than one approved classification by Geoscience Australia to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

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

**Classification or classification level** means the approved classifications as set out in rule of the *Public Service Classification Rules 2000*.

**Chief Executive Officer or CEO** means the Chief Executive Officer of Geoscience Australia or their delegate, or authorised person.

**Child** means a biological child, adopted child, foster child, stepchild, or ward.

**Commencement date** has the meaning set out in clause 3.

**Day worker** is an employee who is not defined as a shiftworker.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part-time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Field work area** means the area in which field work is to be undertaken.

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

**Full time employee** means an employee employed to work an average of 36 hours and 45 minutes per week in accordance with this agreement.

**Flextime** is a formal arrangement whereby an APS employee can vary their start and finish times to accommodate variations in workload and personal circumstances.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**FWC** means the Fair Work Commission.

**Long Service Leave Act** means the *Long Service Leave Act (Commonwealth Employees) 1976 (Cth)*.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or the duration of a specified task, and consistent with FW Act.

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

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**Part-time employee** means an employee employed to work less than an average of 36 hours and 45 minutes per week or Geoscience Australia's retained standard full time working hours, which may include an average over a period defined by Geoscience Australia in accordance with this agreement.

**PDP** means Performance Development Plan.

**PGP Act** means the *Public Governance, Performance and Accountability Act 2013 (Cth)*.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

**Remote locality** means Alice Springs, or any other location approved by the CEO.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Shiftworker** means an employee is a shiftworker for the purpose of this agreement and the NES if the employee is required by the CEO to regularly work rostered shifts which fall between the hours of 7.00 pm and 7.00 am and on weekends or public holidays. To avoid doubt:

- a. an employee who on occasion works rostered shifts, including when performing field work, is not a shiftworker for the purpose of this agreement or the NES
- b. an employee who works regularly on a weekend between the hours of 7:00 am and 7:00 pm as part of a flexible working arrangement or under an IFA is not a shiftworker for the purpose of this agreement or the NES.

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

**Standard hours** mean the employee's standard hours are 8.30 am to 4.51 pm Monday to Friday with a one hour lunch break, unless otherwise specified by the employee's supervisor.

**TOIL** means time off in lieu.

**Unexpected emergency** means an unforeseen occurrence, a sudden and urgent occasion for action.

**Usual location of work** means the employee's usual place of work will be the office location specified in the employee's letter of offer or other engagement documentation. Geoscience Australia and the employee may agree to vary a designated office location in writing.

# Formal acceptance of this Agreement

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

## Employer

Signed by the CEO of Geoscience Australia

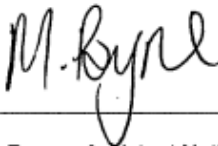


Dr James Johnson  
Chief Executive Officer

[insert date] 14/2/24

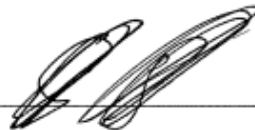
## Employee Representatives

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



Melissa Payne, Assistant National Secretary  
Community and Public Sector Union (PSU Group)  
54-58 Foveaux St, Surry Hills NSW 2010

Date: 16/02/24



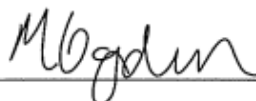
Kathleen Studdert, Director ACT Branch & Australian Government  
Group, Professionals Australia  
4/7 Napier Close, Deakin ACT 2600

Date: 21/2/2024



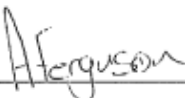
Alex Proctor, Employee Representative  
Geoscience Australia, GPO Box 383,  
Canberra, ACT 2601

Date: 15.02.2024



Madeleine Odgen, Employee Representative  
Geoscience Australia, GPO Box 383,  
Canberra, ACT 2601

Date: 14/02/2024



Andrew Ferguson, Employee Representative  
Geoscience Australia, GPO Box 383,  
Canberra, ACT 2601

Date: 14/02/2024

## Section 2: Remuneration

### Salary increase

16. Salary rates will be as set out in Attachment 1 – Base Salaries to this agreement.
17. The base salary rates in Attachment 1 – Base Salaries include the following increases:
  - a. 4.0% from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - b. 3.8% from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - c. 3.4% from the first full pay period on or after 1 March 2026 (the 12 March 2026).
18. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment 1 were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

19. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

*Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.*

### Salary setting

20. Where an employee is engaged, moves to, or is promoted in Geoscience Australia, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO of Geoscience Australia determines a higher salary within the relevant salary range under these provisions.
21. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
22. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications, and skills.
23. Where an employee commences ongoing employment in Geoscience Australia immediately following a period of non-ongoing employment in Geoscience Australia, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in Geoscience Australia.
24. Where an employee commences ongoing employment in Geoscience Australia immediately following a period of casual employment in Geoscience Australia, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in Geoscience Australia.
25. Where an employee is engaged or moves to Geoscience Australia, and their salary from the previous employer is above the maximum of the salary range for their classification, Geoscience Australia may maintain the employee's salary at that level, until it is absorbed into the salary range for that classification, from which time that pay point will apply.
26. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## Employees working at a lower classification level

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

## Incremental salary advancement

29. From the first full pay period in July each year, an employee (other than a casual) who is not already on the maximum pay point applying to their classification will progress to the next pay point if the employee:
  - a. has eligible service at their existing pay point or higher for at least 26 weeks in the performance cycle, including paid leave, during the annual performance management cycle; and
  - b. has received a performance rating of 'On Track' for the preceding performance cycle.
30. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
31. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
32. Eligible service for salary progression will include:
  - a. periods of paid leave and unpaid parental leave;
  - b. periods of unpaid leave that count as service; and
  - c. service while employed on a non-ongoing basis.
33. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
34. Casual employees are not eligible for incremental advancement.

## Superannuation

35. Geoscience Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.
36. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
37. Geoscience Australia will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by Geoscience Australia's payroll system.

## Method for calculating superannuation salary

38. Geoscience Australia will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

*Note: Information about how superannuation salary and fortnightly contribution salary is calculated can be obtained from the Commonwealth Superannuation Scheme website, [csc.gov.au](http://csc.gov.au), as well as from Geoscience Australia's intranet page.*



## Payment during unpaid parental leave

41. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap or an accumulation fund other than PSSap.

## Salary packaging

42. Salary packaging is available to employees covered by this agreement on a salary sacrifice basis. Items available to salary sacrifice are set out by the Australian Taxation Office.
43. Salary packaging is being made available to employees on the basis that it will involve no additional cost to Geoscience Australia. Any Fringe Benefits Tax and administrative costs incurred as a result of salary packaging arrangements will be met by the employee on a salary sacrifice basis.
44. Where an employee takes up the option of salary packaging, the employee's salary for all purposes will be determined as if the salary packaging arrangement had not occurred.

## Overpayments

45. An overpayment occurs if the CEO or Geoscience Australia provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
46. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
47. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
48. If after considering the employee's response (if any), the CEO confirms an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to Geoscience Australia in full by the employee.
49. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
50. The CEO and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
51. Interest will not be charged on overpayments.
52. Nothing in clauses 45 to 51 prevents:
  - a. Geoscience Australia from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the PGPA Act;
  - b. Geoscience Australia from pursuing recovery of the debt through other available legal avenues; and
  - c. the employee or Geoscience Australia from seeking approval to waive the debt under the PGPA Act.

## Supported wage system

53. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - a. have a disability;
  - b. meet the criteria for a Disability Support Pension; and
  - c. are unable to perform duties to the capacity required.
54. Specific conditions relating to the supported wage system are detailed in Attachment 3 – Supported Wage System.

## Section 3: Allowances and reimbursements

### Higher duties allowance

55. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
56. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
57. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
58. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
59. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
60. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

#### General

61. Further information can be found in the Allowances Procedure.
62. All claims for allowances should be submitted within 4 weeks of the completion of the event for which payment is sought and will be paid within 4 weeks of receipt.
63. Allowances will be adjusted in line with the salary increase and are outlined at Attachment 2.
64. An employee will be paid a workplace responsibility allowance if they hold one or more of the following positions:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment and Diversity Contact Officer;
  - e. Radiation Safety Officer; and
  - f. Laser Safety Officer.
65. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
66. The commencement rate will be \$30.51 per fortnight.
67. As a salary-related allowance, workplace responsibility allowance will continue to be increased in line with salary increases outlined in Attachment 2.
68. The full workplace responsibility allowance is payable regardless of flexible work and part-time arrangements.
69. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided, they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
70. The workplace responsibility allowance will count as salary for all purposes.

71. An employee's physical availability to undertake the role will be considered by Geoscience Australia when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment and Diversity Contact Officers, and Health and Safety Representatives depending on work group arrangements.

### **Community language allowance**

72. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in the Allowance Procedure.
73. The allowance is paid in accordance with the employee's level of competency as specified in Attachment 2.
74. The allowance is calculated annually and paid fortnightly.
75. The full allowance is payable regardless of flexible work and part-time arrangements.
76. The allowance is payable during periods of paid leave.
77. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

### **Restriction Duty**

78. Restriction duty is where the CEO directs an employee to be contactable and available to perform extra duty outside of the employee's ordinary hours of duty.
79. Where an employee is so directed, payment will be subject to the restriction being imposed by the prior written direction of the CEO.
80. Payment for restriction duty is generally only available to employees at or below the APS 6 classification. In exceptional circumstances, the CEO may authorise payment for restriction duty to employees above the APS 6 classification. Any payment for those employees will be made at the salary rate equivalent to the top of the APS 6 classification.
81. Where an employee is directed under clause 78, the employee will be paid an allowance equal to 10% of their hourly rate of salary (adjusted in accordance with clause 80 for employees above the APS 6 classification) for each hour the employee is restricted.
82. 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.
83. Where an employee is under restriction and is required to perform extra duty, the relevant overtime provisions will apply including, where relevant, reasonable travel time. Where the employee is required to perform extra duty but is not required to be recalled to the workplace, the minimum period of payment will be one hour.
84. The allowance for restriction duty is not paid during any period that attracts an overtime payment.

### **Location and travel allowances**

#### **Motor vehicle allowance**

85. The CEO may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be paid an allowance for each kilometre of authorised travel as stated in the *Income Tax Assessment Act 1997 – Cents per Kilometre Deduction Rate for Care Expenses 2020*, as varied or replaced from time to time.

## **Travel expenses and allowances related to field work activities**

86. For each day in the field, Geoscience Australia will pay reasonable domestic travel expenses in respect of accommodation, meals and incidentals, at the rates determined by the Australian Taxation Office from time to time.
87. Where no commercial accommodation is available and an employee is required to camp overnight after performing field work, the employee will be paid a camping allowance as set out at Attachment 2.

*Note: The purpose of the camping allowance is to compensate an employee for working in inconvenient or uncomfortable land environmental conditions where typical accommodation facilities cannot be provided. It is not intended to reimburse an employee for work related expenditure.*

88. Clauses 98 and 451 of this agreement do not apply when an employee is travelling for the purpose of undertaking field work.

## **Marine survey allowance**

89. An employee performing field work involving sea-going duties will be paid a marine survey allowance as specified in Attachment 2 for each day or part-day they are working at sea aboard a vessel. Marine survey allowance recognises the various discomforts of living and working at sea.
90. Marine survey allowance will only be paid after an employee's first 24-hour period at sea.

## **Standby allowance for field work consisting of marine survey work**

91. While employees are on board a ship for the purposes of undertaking marine survey work, they are required to work from time to time during a 12-hour period but are not required to work the entire 12-hour period.
92. Where an employee is not required to work but is required to be available to resume work, they will be paid a standby allowance equal to 10% of their hourly rate of salary (adjusted in accordance with clause 80 for employees above the APS 6 classification) for each hour the employee is on standby.
93. No payment will be made to an employee for any period in which the employee does not remain available and ready to resume work, as required.

## **Airborne survey allowance**

94. An employee performing field work who conducts aerial surveys will, for each hour or part-hour where they are airborne and conducting a survey, be paid an airborne survey allowance as specified in Attachment 2.

## **Antarctic allowance**

95. For the purposes of this allowance, Antarctica means the area south of the Antarctic Convergence and includes Macquarie Island.
96. Where an employee is required to undertake duty in Antarctica, the employee will be paid an Antarctic allowance as specified in Attachment 2.
97. The employee will accrue an additional 4 weeks annual leave per annum on a pro rata basis for duty undertaken in Antarctica.

## **Part-day travel allowance**

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

## **Personal equipment allowance**

99. Personal equipment allowance is paid to an employee required to travel overseas for a period under 6 months and is specified in Attachment 2.
100. An employee is not entitled to the personal equipment allowance more than once in any 3-year period.

## **Remote localities**

101. Where an employee is required by Geoscience Australia to reside in a remote locality for a period of at least 6 months, the CEO will grant (fortnightly on a pro-rata basis) a remote locality allowance as specified in Attachment 2.
102. An employee may at any time make a submission to the CEO for reimbursement of expenses or to establish an ongoing allowance where they are able to demonstrate financial hardship uniquely caused by the requirement to work in the remote locality.
103. For the purpose of clause 101 'remote locality' means Alice Springs or any other location approved by the CEO
104. if:
  - a. an employee is located in a locality which is a remote locality for the purpose of clause 12 of the APS Award;
  - b. the employee is not entitled to receive a remote locality allowance under clauses 101 to 103; and
  - c. the salary payable to the employee under this agreement is less than the total of the salary and remote localities allowance that would be payable to the employee under the APS Award.
105. Geoscience Australia will pay the employee an annual allowance equal to the difference between the salary payable to the employee under this agreement and the total of the salary and remote localities allowance that would be payable to the employee under the APS Award.

## **Equipment costs**

106. 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 by the employee.

## **Insurance expenses**

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

## **Loss or damage to personal effects**

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

## **Relocation assistance**

109. Where an existing employee is required to relocate at the request of Geoscience Australia (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
110. Where an employee is required to relocate on engagement with Geoscience Australia, the employee will be provided with financial relocation assistance.
111. Reasonable expenses associated with the relocation include:
  - a. the cost of transport of the employee, and their dependants, by the most economical means;

- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

112. Additional relocation assistance may be considered by CEO discretion.

# Section 4: Classifications and broadbands

## Classification structure

113. Geoscience Australia has established a classification structure comprising the following:
  - a. APS 1-6 Broadband;
  - b. EL1;
  - c. EL2.
114. Each broadband encompasses the full range of work value and work level standards of the APS classifications it reflects.
115. Movement from one broadband to another is considered a promotion and may only occur following an open merit selection process consistent with the PS Act. This limitation is referred to as a 'hard barrier'.
116. A hard barrier exists between EL2 and EL2.7.
117. Movement from one classification to another within a broadband may only occur in accordance with clauses 118 to 119. This limitation is referred to as a 'soft barrier'.
118. The CEO may move an employee to a higher classification within a broadband at any time, subject to the criteria below.
119. Movement to a higher classification within a broadband (across a 'soft barrier') may occur where:
  - a. sufficient work is available at the higher classification, either through a vacancy or where the CEO assigns new or additional duties at a higher classification; and
  - b. an employee at a lower classification has gained the necessary skill and proficiencies to perform the more complex work at the higher classification; and
  - c. the employee's performance is at least On Track.
120. Where an employee is permanently moved within a broadband, the employee's substantive APS classification will be changed to the applicable higher classification.
121. Further information can be found in the Broadband Procedure.

## Geoscience Australia graduates

122. There is a graduate broadband (see Table 2 of Attachment 1).
123. Geoscience Australia graduates will be engaged as ongoing employees within the Geoscience Australia graduate broadband.
124. Upon completion of their training program, a Geoscience Australia graduate will be assessed for advancement within the Geoscience Australia graduate broadband.

## Work Level Standards

125. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the Public Service Classification Rules 2000, made in accordance with section 23 of the PS Act.

# Section 5: Working hours and arrangements

## Job security

### Commitment to ongoing employment and rebuilding APS capacity

126. The APS is a career-based public service. In its engagement decisions, Geoscience Australia recognises that the usual basis for engagement is as an ongoing APS employee.

### Reporting

127. Where a consultative committee is in place, Geoscience Australia will report to the Geoscience Australia consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by Geoscience Australia.

### Pathways to permanency

128. Geoscience Australia and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, Geoscience Australia recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual basis form of employment.

## Part-time work

### Access to part-time work

129. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
130. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
131. Ongoing employees covered by this agreement are entitled to work on a part-time basis unless the CEO has designated a particular role as being required to be filled on a full-time basis for critical operational requirements.
132. Where part-time work is not approved under clause 131, the supervisor will provide reasons in writing explaining the decision within 5 working days.
133. Supervisors may fill a position on a part-time basis where there is not a full-time workload. An employee engaged as a part-time employee to fill such a position is not entitled to convert to full-time employment without the agreement of the CEO.
134. Unless otherwise provided for under this agreement, a part-time employee is entitled to the same range of employment benefits and remuneration as a full-time employee, calculated on a pro rata basis (except long service leave which is provided and administered in accordance with the Long Service Leave Act, and expense related allowances or reimbursements).

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

135. Where a full-time employee is approved to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the end of the agreed period, or earlier if approved.
136. Wherever possible, the employee will return to the duties they performed prior to entering into the part-time work arrangement.



## **Part-time hours**

137. The number of hours will be prescribed in an employee's part-time work agreement and will not be varied or amended without the written consent of the employee.
138. Geoscience Australia will not require any part-time employee to work less than 3 continuous hours.

## **Casual (irregular or intermittent) employment**

139. A casual (irregular or intermittent) employee is defined in the definitions section.
140. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
141. Geoscience Australia will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
142. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25% loading on the base hourly rate of their classification as set out in this agreement.
143. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the Long Service Leave Act and leave for family and domestic violence support.
144. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
145. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

146. A non-ongoing employee is defined in the definitions section.
147. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - a. personal/carer's leave accrual at clause 286;
  - b. redundancy provisions at clause 522, subject to clause 148.
148. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 522 will apply.
149. If the redundancy provisions apply to an employee under clause 148, Geoscience Australia will adhere to the consultation requirements at Section 10 of this agreement.

## **Working hours**

### **Ordinary hours for day workers (other than when performing field work)**

150. The ordinary hours of work for a full-time employee who performs day work (other than when performing field work) covered by this agreement are 7 hours 21 minutes per day, with total weekly ordinary hours of 36 hours and 45 minutes.
151. The bandwidth of hours is from 7.00 am until 7.00 pm on Monday to Friday inclusive.
152. Subject to clause 160, an employee is to work their ordinary hours within the bandwidth of hours, unless otherwise agreed and based on operational requirements.

## **Ordinary hours for day workers when performing field work**

153. The ordinary hours of work for a full-time employee when performing field work are 36 hours and 45 minutes per week, except where the nature of the field work is marine survey work, in which case the ordinary hours of work for a full-time employee is 36 hours and 45 minutes per week averaged over a period of up to 28 days (depending on the length of the voyage).
154. An employee performing field work may be required to work up to a maximum of 12 hours per day, on any day of the week.
155. More information on field work is at clauses 218 to 230 of this agreement.

## **Ordinary hours for shiftworkers**

156. The ordinary hours of work for a full-time shiftworker is 36 hours and 45 minutes per week, averaged over a period of up to 28 days or the shiftworker's roster cycle (up to a maximum of 8 weeks), whichever is longer (the averaged hours period). The ordinary hours must be worked continuously except for meal breaks.
157. For a part-time shiftworker, ordinary hours of work over the averaged hours period are the number of hours stated in the employee's part-time work agreement, or for a management initiated part-time position, the hours decided by the CEO for the employee's position.
158. As Geoscience Australia operates 7 days a week, 24 hours a day, a shiftworker may be rostered to work ordinary hours on any day of the week, and up to a maximum of 12 hours per shift.
159. More information on shift work is at clauses 201 to 217 of this agreement.

## **Flexible ordinary hours of work**

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

## **Standard hours**

161. A supervisor may require an employee who is a day worker to work standard hours for a nominated period of time for operational requirements or where the employee has not complied with their obligations under Section 5. The supervisor will provide the employee with written confirmation of the reason for such requirement and the nominated period.
162. The standard hours are 8.30 am to 4.51 pm Monday to Friday with a one-hour lunch break, unless otherwise specified by the employee's supervisor.
163. An employee must not work for longer than 5 hours without taking an unpaid meal break of at least 30 minutes.

## **Flexitime for APS 1-6 classifications**

164. Flexitime applies to employees at or below the APS6 level, including part-time employees, however does not apply to shiftworkers, casual employees, or employees when undertaking field work.

## **Working under the flexitime system**

165. An employee participating in the flexitime system may vary their starting and finishing times or take leave on any normal day of business, subject to operational requirements and adhering to clauses 161 and 163.
166. An employee is only able to work additional hours beyond their ordinary hours where there is sufficient work assigned or available.

167. An employee is not eligible to accumulate flex credits when performing work for which they are paid overtime.

### **Flextime settlement period**

168. The flextime settlement period is a 4-week period as nominated by the CEO.

### **Flex credits and flex debits**

169. An employee is entitled to a flex credit for working more than their ordinary hours on any normal day of business for that employee.
170. An employee incurs a flex debit where the employee works less than their ordinary hours on any normal working day.
171. 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.
172. The maximum flex credit at the end of each settlement period is 36 hours and 45 minutes. In exceptional circumstances an employee may exceed the maximum flex credit with agreement by their supervisor, including agreement on when the flex credit will be reduced to below the maximum.
173. Where an employee has more than the maximum flex credit at the end of 2 consecutive settlement periods and there is no agreement reached with their supervisor as detailed in clause 172, the employee may be directed to absent themselves from the workplace until they reduce their credit below 36 hours and 45 minutes.

### **Recording**

174. Employees must accurately record their hours of work and provide these records to their supervisor. The CEO may prescribe the method of recording hours during the term of this agreement.
175. Employees must submit the record of their hours to their supervisor as soon as reasonably practicable (ideally within 2 weeks) of the conclusion of the previous period. Exceptions to this may include employees performing field work or when employees are on leave exceeding the period of a month.

### **Flex leave**

176. Flex leave is where an employee is approved not to work on a normal working day for that employee and is not on some other form of approved leave.
177. 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.
178. Subject to operational requirements and supervisor approval, an employee may take up to 5 days of flex leave during a settlement period, as long as the flex leave would not result in the employee accumulating more than 10 hours of flex debit.
179. Where an employee has a flex credit of more than 36 hours and 45 minutes, a supervisor will, subject to operational requirements, approve a request by an employee to take flex leave.
180. Where flex leave is not approved, the supervisor, on request, will provide reasons in writing, explaining the decision within 5 working days.

### **Executive Level Time off in Lieu (TOIL)**

181. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
182. EL employees seeking to access TOIL are required to keep records of their working hours using a method determined by Geoscience Australia.

183. A supervisor is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
184. The working arrangements for an EL employee should be agreed through discussion between the supervisor and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
185. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their supervisor.
186. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
187. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime and restriction

### General principles

188. The CEO may direct an employee to work a reasonable amount of overtime each year. Wherever possible, 24 hours' notice of the requirement to work overtime will be given to the employee.
189. Overtime is payable where an employee at or below the APS 6 classification is required by the CEO to work additional hours:
  - a. outside of the ordinary hours that apply to the employee, and
  - b. for a casual employee, in excess of 36 hours and 45 minutes in one week.
190. In exceptional circumstances, the CEO may authorise payment of overtime for employees above the APS 6 classification. Where the CEO authorises overtime for employees above the APS 6 classification, the overtime rate will be based on the maximum pay point in the APS 6 classification.
191. Overtime is paid to a casual employee in lieu of (and not in addition to) the casual loading set out in clause 142.
192. The CEO may approve the reimbursement of reasonable expenses incurred by an employee because of a requirement to work overtime. To be eligible for reimbursement, the CEO's approval must be obtained in advance.

### Overtime rates

193. Subject to clause 190, the following rates for overtime performed on the following days will apply to an employee's ordinary rate of pay:
  - a. overtime worked for the first 3 hours Monday to Saturday – 150%
  - b. overtime worked after the first 3 hours Monday to Saturday – 200%
  - c. all overtime worked on a Sunday – 200%
  - d. all overtime worked on a Public Holiday – 250%
194. Where an employee (other than an EL employee) works approved overtime, the employee may opt to take TOIL for any overtime worked. TOIL will be calculated at the rates prescribed in clause 193.

### Minimum payment

195. Where a period of overtime is not continuous with ordinary duty (for example, where an employee is called back to work for overtime after the end of ordinary duty for the day), the minimum overtime payment is 3 hours at the relevant overtime rate.

## Overtime meal allowance

196. Where an employee is required to work approved overtime for 5 or more hours to the completion of or beyond a meal period, the employee will be paid an overtime meal allowance as outlined in Attachment 2.
197. Where overtime commences immediately following an employee working ordinary hours, the ordinary hours may be counted in the 5 hours referred to in clause 196.
198. Meal periods are:
  - a. 7.00 am to 8.00 am
  - b. 12 noon to 2.00 pm
  - c. 6.00 pm to 7.00 pm, and
  - d. midnight to 1.00 am.

## Rest relief after overtime

199. Where there is less than 8 hours plus reasonable travel time between the cessation of overtime and the commencement of an employee's ordinary hours of work the following day, the employee will be entitled to:
  - a. be absent from work until the 8 hours plus reasonable travel time has elapsed, and
  - b. be credited as having worked whatever ordinary hours occur during the employee's absence.
200. If an employee is required to resume or continue work on the instruction of the CEO, without having had 8 consecutive hours plus reasonable traveling time off duty, the employee will be paid at 200% (double time) of the employee's base salary rate (for time worked) until the employee has had 8 consecutive hours plus reasonable traveling time off duty.

## Shift work

### General

201. An employee is a shiftworker for the purpose of this agreement and the NES if the employee is required by the CEO to regularly work rostered shifts which fall between the hours of 7.00 pm and 7.00 am and on weekends or public holidays. To avoid doubt:
  - a. an employee who on occasion works rostered shifts, including when performing field work, is not a shiftworker for the purpose of this agreement or the NES, and
  - b. an employee who works regularly on a weekend between the hours of 7:00 am and 7:00 pm as part of a flexible working arrangement or under an IFA is not a shiftworker for the purpose of this agreement or the NES.
202. Where possible, a shiftworker will not work more than one shift every 24 hours, except where there is a regular changeover of shifts.
203. A shift roster will specify the starting and finishing times for each shift.
204. The rostered hours of duty for a shiftworker may be changed by:
  - a. agreement between the employee and the employee's supervisor
  - b. the employee's supervisor with 28 days' notice
  - c. the employee's supervisor on less than 28 days' notice. In these circumstances, the shiftworker will be paid the appropriate overtime penalty rates in accordance with clause 193 for work outside the previously rostered hours of duty. For the avoidance of doubt, payment of penalty rates on this basis will be continued for each changed shift until the shiftworker have received 28 days' notice of shift change.
205. Where a shiftworker works a night shift, weekend day shift or public holiday shift, the employee will be paid for all hours of the shift, including time taken for meals in recognition of the requirement to remain on site and ready to return to work.

206. Subject to clauses 205 and 207, a shiftworker must not work longer than 5 hours without taking an unpaid meal break of 30 minutes.
207. During all other shifts not covered by clause 206, and where a shiftworker is required to work through a meal break, the employee will be paid for the duty and will receive an additional payment of 30 minutes at 50% of the employee's base hourly rate for the meal break that was missed.
208. A shiftworker will be entitled to at least 10 consecutive hours of rest relief without loss of pay between each shift. If a shiftworker is required to attend work without having had at least 10 consecutive hours of rest relief between each shift, the shiftworker will be paid at 200% (double time) of the shiftworker's base salary rate for time worked until the shiftworker has had 10 consecutive hours off duty.

### **Shift loadings for ordinary hours of work**

209. Where a shiftworker is rostered to perform and performs work on a shift, the shiftworker will be paid the higher of the following shift loadings for the ordinary hours of work during that shift:
  - a. where any part of the shift falls between the hours of 7:00 pm and 7:00 am – a shift loading of 15% of the shiftworker employee's base salary for the entire shift
  - b. where the shift falls wholly between the hours of 7.00 pm and 7.00 am for a continuous period exceeding 4 weeks – a shift loading of 30% of the shiftworker employee's base salary for the entire shift
  - c. where any part of a shift occurs on a Saturday – a shift loading of 50% of the shiftworker employee's base salary for the entire shift
  - d. where any part of a shift occurs on a Sunday – a shift loading of 100% of the shiftworker employee's base salary only for those hours that are on a Sunday and the applicable loading for the balance of the shift
  - e. where any part of a shift occurs on a public holiday, Easter Saturday or the first day after Boxing Day that would not otherwise be a public holiday – a shift loading of 150% of the shiftworker's base salary only for those hours that are on the public holiday, with at least 3 hours of the shift to receive that loading, and the applicable loading for the balance of this shift. For the purposes of this clause, Christmas Day is regarded as a public holiday even where there is a substitute day when Christmas Day falls on a weekend.
210. Shift loadings will not count as salary for the purpose of calculating overtime payments, or any other allowance based on salary.

### **Shift work and public holidays**

211. Where a public holiday occurs on a rostered day off, the shiftworker will be paid 7 hours 21 minutes pay at their base rate of pay.

### **Shift work and overtime**

212. Subject to clause 214, a shiftworker is subject to the conditions for the payment of overtime or the taking of TOIL as set out in clauses 193 and 194.
213. For a shiftworker, work is overtime if:
  - a. the shiftworker's supervisor has not provided at least 28 days' notice of a change to roster, in which case overtime is to be paid in accordance with clause 204(c), or
  - b. it is performed in excess of the average of the weekly ordinary hours over the roster cycle, in accordance with clauses 156 to 159.
214. A shiftworker may decline a direction to work overtime on a particular shift if the direction is unreasonable, within the meaning of and having regard to the factors set out in section 63 of the FW Act.

## Shift work and annual leave

215. Shiftworkers who are not casual employees will be paid shift loadings for periods of annual leave. Shiftworkers will not be paid shift loadings for other periods of leave (including personal/carer's leave, compassionate/ leave, paid miscellaneous leave, long service leave or parental leave) or where absent from work on a public holiday.
216. Shiftworkers who are not casual employees will accrue additional annual leave in accordance with clauses 281 and 282.
217. Further information can be found in the Leave Procedure.

## Field work

### Performance of field work

218. For the purposes of this agreement, field work commences at the time that an employee leaves their normal place of work or residence in order to travel to the field work area, and finishes at the time that the employee returns to their normal place of work or residence after travelling back from the field work area.
219. Employees required to perform field work will be provided with adequate equipment and supplies to undertake the work, including suitable protective clothing and footwear, accommodation or camping, first aid and communications equipment.
220. Field work should typically be performed on weekdays (not including public holidays), unless there is a genuine operational requirement that field work be carried out on a weekend or on a public holiday.

### Ordinary hours of work

221. An employee's ordinary hours of work when performing field work are set out in clauses 153 and 154 of this agreement.
222. An employee may perform all of their ordinary hours of work for a week in the field, or may perform some of their ordinary hours of work in the field and the remainder at the employee's usual work location.
223. The time that an employee spends travelling to and from the field work area is counted as ordinary hours worked. Where an employee is travelling to or from the field work area on a Saturday, Sunday or public holiday a field work loading will apply consistent with clause 224.

### Field work loading

224. In respect of ordinary hours of work performed in the field a field work loading will be applied:
  - a. Saturday – the first 3 hours worked – 150% at the employee's ordinary rate of pay
  - b. Saturday – after the first 3 hours worked – 200% at the employee's ordinary rate of pay
  - c. Sunday – 200% of the employee's ordinary rate of pay
  - d. public holiday - 250% of the employee's ordinary rate of pay.
225. The field work loading is not payable to an employee where:
  - a. the employee is paid overtime for those hours of work under clause 193, or
  - b. the employee is paid a shift work loading for those hours of work under clause 209, or
  - c. the employee is paid an Antarctic allowance under clauses 95 to 97.

### Travel allowances related to field work activities

226. Travel allowances related to field work activities are set out in Section 3 of this agreement and at Attachment 2.

## **Additional hours**

227. Employees will be entitled to be paid overtime in accordance with clause 193 or to take TOIL in accordance with clause 194 for any additional hours worked above 36 hours 45 minutes per week (or for those undertaking marine survey work, additional hours worked above 36 hours 45 minutes per week averaged over a period of up to 28 days, depending on the length of the voyage) while performing field work.

## **Superannuation when performing field work**

228. In calculating an employee's fortnightly contribution salary for the purposes of superannuation, the number of hours will be capped at 73 hours 30 minutes per fortnight (or pro rata for part-time employees).

## **Recording of field work**

229. An employee undertaking field work must accurately record in their timesheet the employee's hours of work for each day, including the time that work commenced and finished, times taken for meal and other breaks, and the time that employee commenced and finished travel for the purposes of field work.

## **Office based work and field work**

230. An employee is not generally expected to return to their ordinary place of work to perform office-based work, if the employee has already worked at least 36 hours and 45 minutes in the field during that work week. However, from time to time an employee may be required to return to their ordinary place of work week to perform additional hours of work, if the employee's supervisor reasonably considers that such work is required as a matter of operational necessity. In these circumstances, the employee will be paid overtime for all additional hours worked during that work week, in accordance with clause 193, or the employee may elect to take TOIL in accordance with clause 194.

## **Flexible working arrangements**

231. Geoscience Australia, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - d. that flexibility applies to all roles in Geoscience Australia, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
232. Geoscience Australia is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Geoscience Australia at all levels. This may include developing and implementing strategies through a Geoscience Australia consultative committee.
233. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.



## Requesting formal flexible working arrangements

234. The following provisions do not diminish an employee's entitlement under the NES.
235. An employee may make a request for a formal flexible working arrangement. The request must:
- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
236. The CEO must provide a written response to a request within 21 days of receiving the request. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 237, or
  - b. if following discussion between Geoscience Australia and the employee, Geoscience Australia and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - c. state that the CEO refuses the request and include the following matters:
    - i. details of the reasons for the refusal;
    - ii. set out Geoscience Australia's particular business grounds for refusing the request, explain how those grounds apply to the request; andeither:
    - iii. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that Geoscience Australia would be willing to make; or
    - iv. state that there are no such changes; and
    - v. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
237. Where the CEO approves the request this will form an arrangement between Geoscience Australia and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
  - b. a review date (subject to clause 241); and
  - c. the cost of establishment (if any).
238. The CEO may refuse to approve the request only if:
- a. Geoscience Australia has discussed the request with the employee; and
  - b. Geoscience Australia has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - c. Geoscience Australia and the employee have not reached such an agreement; and
  - d. Geoscience Australia has had regard to the consequences of the refusal for the employee; and
  - e. the refusal is on reasonable business grounds.
239. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for Geoscience Australia;
  - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
240. For First Nations employees, Geoscience Australia must consider connection to country and cultural obligation in responding to requests for altering the location of work.
241. Approved flexible working arrangements will be reviewed by Geoscience Australia and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

### **Varying, pausing or terminating flexible working arrangements**

242. An employee may request to vary, pause or terminate an approved flexible working arrangement. The request must be in accordance with clause 235. An employee may request to pause or terminate an approved flexible working arrangement.
243. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 245.
244. Geoscience Australia must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
245. Prior to the CEO varying, pausing or terminating the arrangement under clause 243, Geoscience Australia must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - c. had regard to the consequences of the variation, pause or termination for the employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 236(c).

### **Working from home**

246. Geoscience Australia will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
247. Geoscience Australia may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
248. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
249. Geoscience Australia will provide employees with guidance on working from home safely.
250. Employees will not be required by Geoscience Australia to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, Geoscience Australia will consider the circumstances of the employees and options to achieve work outcomes safely.

## Ad-hoc arrangements

251. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
252. Employees should, where practicable, make the request in writing and provide as much notice as possible.
253. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 234 to 241.
254. Geoscience Australia should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
255. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Geoscience Australia should consider whether it is appropriate to seek to formalise the arrangement with the employee.

## Altering span of hours

256. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. Geoscience Australia will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.
257. Further information on flexible work can be found in the Flexible Working Procedure.

## End of year closedown

258. Employees (other than shiftworkers) will be provided with time off for the ordinary working days between Christmas Day and New Year's Day and the first ordinary working day after New Year's Day and will be paid in accordance with their ordinary hours of work.
259. Payment for absences on working days during end of year closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on a prevailing type of leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, for example, if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

## Public holidays

260. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;
  - d. 25 April (Anzac Day);
  - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
261. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

262. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
263. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce any employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
264. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
265. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (for example, if on long service leave on half pay, payment is at half pay.)
266. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 260.
267. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.
268. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

# Section 6: Leave

## Annual leave

### Accruing and taking annual leave

269. Employees (other than casual employees) are entitled to 4 weeks (20 days) annual leave for each full year of service, or pro rata for part-time employees.
270. Annual leave will accrue daily and will be credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
271. Annual leave may be taken at full or half pay. When annual leave is taken at half pay, deductions from leave credits will be made for half of the duration of the leave period.
272. Annual leave may not be taken at half pay where the employee has an excessive leave balance.
273. Annual leave counts as service for all purposes. Where an employee elects to take their leave at half pay, only half of the period will count as service and half of the period will be deducted from annual leave credits.
274. Where an employee has taken more than a total of 14 calendar days of leave without pay not to count as service in the 12 months preceding the accrual date, that whole period of leave will not count towards the accrual of annual leave.
275. Access to annual leave is subject to approval of the CEO. Approved leave may be revoked by the CEO where operational situations arise that requires the attendance of an employee. In such instances, the CEO will provide reasons in writing on request, explaining the decision within 5 working days.
276. Where an employee's approved leave has been cancelled by the CEO or the employee is recalled to duty and the employee has incurred related expenditure, the employee will be entitled to reimbursement for any reasonable costs not recoverable from insurance or other sources. Evidence of costs may be required.

### Excess accumulated annual leave

277. If an employee has in excess of 40 days annual leave, Geoscience Australia may require the employee to take their annual leave so that their credits are below 40 days within 3 months after a direction is given.
278. Geoscience Australia will not require an employee to take leave under clause 277 where the employee has less than 50 days annual leave and is scheduled to take at least ten days annual leave within the following 3 month period.

### Cashing out of annual leave

279. The CEO and an employee may agree in writing (on each separate request) for the employee to cash out the employee's annual leave credits provided that the employee:
  - a. has taken at least 2 weeks of annual leave in the previous 12 months; and
  - b. after the cashing out, the employee retains at least 4 weeks accumulated annual leave.
280. Where an employee's annual leave is cashed out in accordance with clause 279, the employee will be paid the full amount that would have been payable to the employee had they taken the leave.

## **Additional annual leave for shiftworkers**

281. Employees who are shiftworkers as defined in clause 201 of this agreement will progressively accrue an additional 5 days annual leave for each year of service as a shiftworker.
282. In addition to clause 281, shiftworkers who:
- a. are required to undertake rostered weekend work; and
  - b. work more than 10 Sunday shifts in a financial year (commencing from 1 July each year),
- will receive an additional 0.5 days annual leave for each additional Sunday worked up to a maximum of 2.5 days additional leave each year. Additional annual leave accrued under this clause will be credited to the employee in the fortnight in which the employee works the additional Sunday shift.

## **Purchased leave**

283. An employee may elect to purchase up to 8 weeks purchased leave per year, provided it is compatible with the operational requirements of their work area and has the approval of the CEO.
284. The employee's salary for superannuation purposes will continue to be their full-time salary.
285. Absences under the purchased leave scheme will count as service for all purposes.

## **Personal/carer's leave**

### **Accrual**

286. Employees (other than casual employees) will be entitled to 18 days (that is 132.3 hours) of paid personal/carer's leave for each full year of service, or pro rata for part-time employees.
287. Ongoing employees will be credited with 18 days of paid personal/carer's leave upon commencement of their employment with the APS. After twelve months, an ongoing employee's entitlement to paid personal/carer's leave will accrue daily and will be credited at least monthly.
288. Non-ongoing employees will be credited with paid personal/carer's leave pro-rated based on the employee's initial contract period, capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, paid personal/carer's leave will accrue daily, and will be credited at least monthly.
289. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
290. An employee receiving workers' compensation for more than 45 weeks will not be credited with personal/carer's leave in accordance with clause 286 but will accrue personal/carer's leave credits based on hours worked.

## **Transitional Arrangements**

291. Where an employee:
- a. has, or cares for someone with, a chronic condition or other ongoing illness;
  - b. is recovering from surgery;
  - c. is pregnant; or
  - d. is returning from parental leave or has a child commencing day care; and

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise be credited.

## **Paid personal/carer's leave at half pay**

292. If an employee takes personal/carer's leave, the CEO may approve a request from the employee for conversion of the period of personal/carer's leave to half pay. Where the employee elects to take their leave at half pay, only half of the period will count as service for all purposes unless required by legislation and half of the period will be deducted from leave credits.

## **Unpaid personal/carer's leave**

293. Employees who have exhausted their paid personal/carers leave entitlements and casual employees may be granted unpaid personal/carer's leave in accordance with section 102 and 103 of the FW Act. An employee may be granted additional unpaid personal/carer's leave, where they are unable to work due to reasons as outlined in clause 295.

## **Access to personal/carer's leave**

294. An employee may take personal/carer's leave if the leave is taken:

- a. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee;
- b. to attend appointments with a registered health practitioner;
- c. to manage chronic conditions; and/or
- d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for:
  - i. a personal illness, or personal injury, affecting the other person; or
  - ii. an unexpected emergency affecting the other person.

## **Carers**

295. A person that an employee has caring responsibilities for may include a person who needs care because they:

- a. have a medical condition, including when they are in hospital;
- b. have a mental illness;
- c. have a disability;
- d. are frail or aged; and/or
- e. are a child, not limited to a child of the employee.

## **Documentary verification**

296. Any employee who is absent on personal/carer's leave for more than 3 consecutive days or more than 8 days without documentary verification in a calendar year may be requested to provide documentary evidence to support the absence.

297. Documentary verification referred to in clause 296 means:

- a. a certificate from a registered health practitioner;
- b. a statutory declaration; and
- c. another form of evidence accepted by the supervisor as reasonable evidence of a requirement to be absent from work for the reasons outlined at clause 295.

298. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

## **Other provisions**

- 299. Where an employee fails to comply with their obligations under clauses 296 to 298, the absence may be regarded as unauthorised and be without pay.
- 300. An employee will not be retired on invalidity grounds without the employee's consent before personal/carer's leave credits have expired, unless provided for in legislation.
- 301. Personal/ carer's leave cannot be converted to salary and cashed out on cessation or termination of employment.

## **Long service leave**

- 302. An employee is eligible for long service leave in accordance with the Long Service Leave Act.
- 303. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 385 of this agreement.

## **Cultural, ceremonial and NAIDOC leave**

### **NAIDOC leave**

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

### **First Nations ceremonial leave**

- 306. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 307. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 308. First Nations ceremonial leave can be taken as part days.
- 309. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 310. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 311. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 312. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 306.
- 313. Cultural leave can be taken as part days.

## **Parental leave**

- 314. A primary caregiver, secondary caregiver, and ML Act is defined in the definition section of this agreement.
- 315. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible



for parental leave with pay as either a primary caregiver or secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

- 316. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 317. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

**Payment during parental leave**

- 318. An employee is entitled to parental leave with pay as per clauses 320 and 321 within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 319. Employees newly engaged in Geoscience Australia or who have moved to Geoscience Australia from another APS agency are eligible for the paid parental leave in clauses 315 and 316 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 315 and 316, the balance is available to the employee.
- 320. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 [Primary caregivers – circumstances for paid parental leave] below.

**Table 1: Primary caregivers – circumstances for paid parental leave**

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

321. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 [Secondary caregivers – circumstances for paid parental leave] below.

**Table 2: Secondary caregivers – circumstances for paid parental leave**

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

322. **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement and can be taken concurrently with another parent in relation to the same child.
323. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
324. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

### Adoption and long-term foster care

325. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
  - b. has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
326. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

## Stillbirth

327. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
328. A stillborn child is a child:
- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - b. who has not breathed since delivery; and
  - c. whose heart has not beaten since delivery.

## Pregnancy loss leave

329. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
330. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

## Premature birth leave

331. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

## Transitional provisions

332. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 331 until after the legislated paid maternity leave is used.

## Return to work following parental leave

333. Upon returning to work following a period of parental leave, an employee is entitled to return to:
- a. the employee's pre-parental leave duties, or
  - b. if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental leave. Where this is not practical, Geoscience Australia will seek to redeploy the employee in accordance with clauses 524 and 525.
334. For the purposes of clause 333 (a), pre-parental leave duties means the duties the employee performed:
- a. if the employee was moved to safe duties because of their pregnancy (immediately before the move)
  - b. if the employee began working part-time because of their pregnancy (immediately before the part) time employment began
  - c. immediately before the employee commenced parental leave.

## Compassionate leave

335. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- a. a member of their family, (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - b. the employee or their partner has a miscarriage.
336. An employee may be asked to provide evidence to support their absences on compassionate leave.
337. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
338. For casual employees, compassionate leave is unpaid in accordance with section 106 of the FW Act.

## Bereavement leave

339. Employees will be eligible for 3 days paid bereavement leave on each occasion when a:
- a. member of their family, (including a member of their household) or someone they had a close personal relationship with dies; or
  - b. child is stillborn, where the child was a member of their family (including a member of their household).
340. An employee may be asked to provide evidence to support their absences on bereavement leave.
341. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
342. For casual employees, bereavement leave is unpaid in accordance with section 106 of the FW Act.
343. In the event of the death of a member of an employee's immediate family or household, or the death of a current or former employee of Geoscience Australia, the employee (other than a casual employee) will be entitled to up to one day's paid leave to attend the funeral.

## Emergency response leave

344. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- a. the time engaged in the activity;
  - b. reasonable travelling time; and
  - c. reasonable recovery time.
345. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
346. Paid leave may be refused where the employee's role is essential to the Geoscience Australia's response to the emergency.
347. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
348. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
349. Emergency response leave, with or without pay, will count as service.

## Jury duty

350. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
351. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
352. The employee is required to inform their supervisor before they are released from duty and provide evidence of the need to attend.
353. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to Geoscience Australia for the period of absence. This will be administered in accordance with the overpayments clauses 45 to 52.

## Defence reservist leave

354. The CEO will give an employee leave with or without pay to undertake:
  - b. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - c. Australian Defence Force Cadet obligations.
355. An employee who is a Defence Reservist can take leave with pay for:
  - d. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - e. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
356. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
357. An employee who is an Australian Defence Force Cadet Officer or Instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - a. Australian Navy Cadets
  - b. Australian Army Cadets
  - c. Australian Air Force Cadets.
358. In addition to the entitlement at clause 355, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
359. Paid defence reservist leave counts for service.
360. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
361. Unpaid leave taken over 6 months counts as service, except for annual leave.
362. An employee will not need to pay their tax free ADF Reserve salary to Geoscience Australia for any reason.

## Defence service sick leave

363. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - a. war-like service; or
  - b. non-war like service.
364. An eligible employee can get 2 types of credits:
  - a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - i. they start employment with the APS; or
    - ii. DVA certifies the condition; and

b. an annual credit of 3 weeks (15 days) defence service sick leave.

- 365. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 366. Unused annual credits can be built up to 9 weeks.
- 367. An employee cannot use annual credits until the initial credit is exhausted.
- 368. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

- 369. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 370. An employee who is not covered under clause 369 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Geoscience Australia.
- 371. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 372. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **Miscellaneous leave**

- 373. Subject to operational arrangements, miscellaneous leave with or without pay may be granted in other circumstances not provided for elsewhere in this agreement.
- 374. The CEO may grant casual employees paid miscellaneous leave for the purposes of family and domestic support or otherwise by Government directive.
- 375. Where miscellaneous leave is not granted the CEO will provide reasons in writing on request explaining the decision within 5 working days.
- 376. Miscellaneous leave without pay will not count for service, but will not break continuity of service, unless required by relevant legislation.

## **Portability of leave**

- 377. Where an employee moves into Geoscience Australia from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 378. Where an employee is engaged in Geoscience Australia immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 379. Where an employee is engaged as an ongoing employee in Geoscience Australia, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in Geoscience Australia or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 380. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in Geoscience Australia or another APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

381. Where an employee is engaged as an ongoing employee in Geoscience Australia, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 378), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
382. Where an employee is engaged as an ongoing employee in Geoscience Australia, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
383. For the purposes of clause 377 to 382, an employee with a break in service of less than 2 months is considered to have continuity of service.
384. Further information can be found in the Leave Procedure.

## Re-crediting of leave

385. When an employee is on:
  - a. annual leave;
  - b. purchased leave;
  - c. defence reservist leave;
  - d. First Nations ceremonial leave;
  - e. NAIDOC leave;
  - f. cultural leave; or
  - g. long service leave; and

and becomes eligible for, under legislation or this agreement:

- h. personal/carer's leave;
- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to family and domestic violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

386. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
387. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## Unauthorised absences

388. Subject to clause 299 where an employee is absent from duty without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this agreement, including flextime, will cease to be available to the employee until they resume duty, or are granted leave.

# Section 7: Employee support and workplace culture

## Blood donation

- 389. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and Geoscience Australia will consider employees on duty.
- 390. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

## Vaccinations

- 391. Geoscience Australia will offer annual influenza vaccinations to all employees at no cost.
- 392. Where Geoscience Australia requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

## Employee Assistance Program

- 393. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by Geoscience Australia and will be accessible on paid time.

## Respect at work

### Principles

- 394. Geoscience Australia values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Geoscience Australia recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 395. Geoscience Australia recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.

### Consultation

- 396. Geoscience Australia will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## Family and domestic violence support

- 397. Geoscience Australia will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 398. Geoscience Australia recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.



399. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
400. An employee, including casuals, experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
  - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - d. making arrangements for the employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
401. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
402. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
403. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
404. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
405. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
406. Evidence may be requested to support Geoscience Australia in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence Geoscience Australia will require, unless the employee chooses to provide another form of evidence.
407. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
408. Geoscience Australia will take all reasonable measures to treat information relating to family and domestic violence confidentially. Geoscience Australia will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Geoscience Australia may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
409. Where Geoscience Australia needs to disclose confidential information for purposes identified in clause 408, where it is possible Geoscience Australia will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
410. Geoscience Australia will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
411. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

412. Geoscience Australia will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
413. Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence Procedure.

## **Integrity in the APS**

414. Geoscience Australia understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Geoscience Australia decisions.
415. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
416. Employees can, during their ordinary work hours, take time to:
  - a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in Geoscience Australia; and
  - b. attend Geoscience Australia's mandated training about integrity.

## **First Nations cultural competency training**

417. Geoscience Australia will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
418. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

419. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
420. Geoscience Australia will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk. In considering whether a space is appropriate, Geoscience Australia should consider whether:
  - a. there is access to refrigeration;
  - b. the space is lockable; and
  - c. there are facilities needed for expressing such as appropriate seating.
421. Where it is not practicable for a Geoscience Australia site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
422. Geoscience Australia will facilitate discussion between individual employees and their supervisors about accommodating the employee's lactation needs and practical arrangements to meet these needs.
423. The supervisor and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
424. Further information is available in the Workplace Breastfeeding Procedure.

## **Disaster support**

425. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
426. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
427. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

# Section 8: Performance and development

## Performance management

428. All employees will be required to participate in performance management and complete a Performance Development Plan (PDP), except non-ongoing employees engaged for a period of less than 6 continuous months.
429. All employees will receive a performance rating at the end of the cycle which will reflect individual performance related to key accountabilities, outcomes and observable behaviours.
430. Performance ratings to be used in assessing employee performance against the agreed outputs of their PDP are as follows:
  - a. On Track (or equivalent) – Performance consistently met or exceeded position requirements and agreed expectations.
  - b. Not on Track (or equivalent) – Performance did not meet the position requirements and agreed expectations.

## Timing

431. Supervisors and employees will agree and establish a PDP within 6 weeks of the commencement of the cycle, or 6 weeks of commencement of employment.
432. Performance management will formally operate as an annual cycle from 1 July each year to 30 June the following year with recorded regular conversations and one end-of-cycle performance review discussion.
433. Formal discussions will be supported by regular performance feedback as well as discussions covering topics such as employee development, career planning, leadership development and work-life balance.
434. Where an employee is eligible for incremental salary advancement in accordance with clause 29, the progression will be processed in the first full pay period in August and apply from 1 July of that year.
435. Where an employee does not meet the requirement for 26 weeks' service outlined at clause 29(a) due to an absence resulting from maternity leave, the employee will become eligible for progression once they:
  - a. complete 26 weeks' accumulated service since the last time they received pay progression; and
  - b. meets the eligibility criteria under clause 29(b) for that 26 weeks' accumulated service.
436. Further information can be found in the Performance Cycle and Performance Improvement Procedure.

## Fairness in managing underperformance

437. Where underperformance and/or development needs are identified they will be promptly documented and communicated to the employee.
438. Geoscience Australia will have regard to the following principles during any underperformance process:
  - a. streamlined and efficient processes;
  - b. working with the employee to restore performance to an acceptable level;
  - c. natural justice and procedural fairness;
  - d. learning and development assistance where relevant to improve performance;
  - e. active performance management as an integral part of the workplace culture; and
  - f. position requirements and expectations are clearly defined, understood and appropriate to the employee's classification.
439. The performance improvement process will commence when:
  - a. day to day monitoring and feedback has not improved performance to the required level; or
  - b. an employee receives a not on-track rating at the end of a performance cycle.

440. An employee must be advised in writing of any proposed action arising from a performance improvement process and have a reasonable opportunity to respond before action is taken both during and at the conclusion of the process.

## **Workloads**

441. Geoscience Australia recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
442. When determining workloads for an employee or group of employees, Geoscience Australia will consider the need for employees to strike a balance between their work and personal life.
443. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Geoscience Australia and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Study assistance**

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

# Section 9: Travel and location-based conditions

## Travel

### Principles

- 445. Official travel undertaken during an employee's ordinary hours of work is time on duty.
- 446. Where an employee (other than an employee performing field work) is required to travel on a weekend or public holiday, or periods outside their ordinary hours of work or bandwidth specified in clause 150 or 151, they will be entitled to flex leave or EL TOIL of the hours spent travelling.
- 447. To avoid doubt, overtime will not normally be payable for time spent travelling.

### Overseas and domestic travel – general entitlements

- 448. Employees required to travel overseas on Geoscience Australia business are entitled to business class travel where it is available.
- 449. Employees will be entitled to have reasonable travel, accommodation, meals and incidentals expenditure paid or reimbursed, except where costs are covered by an applicable field allowance. Wherever possible, payment will be made with an Australian Government credit card to meet approved travel costs.
- 450. Payment will be guided by the reasonable travel rates set by the Australian Taxation Office.

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

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

### Travel allowances

- 453. Travel allowances are set out in Section 3 of this agreement and at Attachment 2.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

454. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
455. Geoscience Australia recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Geoscience Australia policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of employee and union involvement and the right of employees to be represented by their union.

Genuine and effective consultation involves:

- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- c. considering feedback from employees and the relevant union(s) in the decision-making process; and
- d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

456. Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work;
  - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - c. major change that is likely to have a significant effect on employees;
  - d. implementation of decisions that significantly affect employees;
  - e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - f. other workplace matters that are likely to significantly or materially impact employees.
457. Geoscience Australia, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of Geoscience Australia. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

## **Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees**

458. This clause applies if Geoscience Australia:
- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Representation**

459. Employees may appoint a representative for the purposes of the procedures in clause 458. A representative for the purpose of this clause may be a union representative.
460. Geoscience Australia must recognise the representative if:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative.

### **Major change**

461. A major change is likely to have a significant effect on employees if it results in, for example:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.
462. The following additional consultation requirements in clauses 463 to 469 apply to a proposal to introduce a major change referred to in clause 456(c).
463. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 457.
464. Where practicable, a Geoscience Australia change supervisor or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
465. Geoscience Australia must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
466. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 456(c), Geoscience Australia must discuss with affected employees and relevant union(s) and/or other recognised representatives:
- a. the proposed change;
  - b. the effect the proposed change is likely to have on the employees; and
  - c. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - d. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the employees; and



- e. any other matters likely to affect the employees.
467. Geoscience Australia must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
468. However, Geoscience Australia is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
469. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Geoscience Australia, the requirements set out in clause 467 are taken not to apply.

### **Change to regular roster or ordinary hours of work**

470. The following additional consultation requirements in clauses 471 to 474 apply to a proposal to introduce a change referred to in clause 456(e).
471. Geoscience Australia must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
472. As soon as practicable after proposing to introduce the change, Geoscience Australia must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
473. However, Geoscience Australia is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
474. Geoscience Australia must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

### **Interaction with emergency management activities**

475. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A (1) of the FW Act.

### **Geoscience Australia consultative committee**

476. The CEO may establish a Geoscience Australia consultative committee to discuss relevant workplace matters.
477. Geoscience Australia consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

## APS consultative committee

478. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## Dispute resolution

479. If a dispute relates to:
- a. a matter arising under the agreement; or
  - b. the National Employment Standards;
- this part sets out procedures to settle the dispute.
480. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
481. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
482. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors. Parties to the dispute will notify higher level supervisors to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
483. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 482 have been taken, a party to the dispute may refer the dispute to the FWC.
484. The FWC may deal with the dispute in 2 stages:
- a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

485. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at Geoscience Australia that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b. subject to clause 484(a), an employee must comply with a direction given by Geoscience Australia to perform other available work at the same workplace, or at another workplace, unless:
    - iii. the work is not safe; or
    - iv. applicable work health and safety legislation would not permit the work to be performed; or
    - v. the work is not appropriate for the employee to perform; or
    - vi. there are other reasonable grounds for the employee to refuse to comply with the direction.
486. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
487. Any disputes arising under the Geoscience Australia Enterprise Agreement 2019-2022 or the NES that were formally notified under clause 9 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

## Leave of absence to attend proceedings

488. Where the provisions of clauses 479 to 483 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 480, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 483.

## Delegates' rights

489. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to Geoscience Australia.
490. The role of union delegates is to be respected and supported.
491. Geoscience Australia and union delegates will work together respectfully and collaboratively.

## Supporting the role of union delegates

492. Geoscience Australia respects the role of union delegates to:
- a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - b. consult with other delegates and union officials, and get advice and assistance from union officials;
  - c. represent the interests of members to the employer and industrial tribunals; and
  - d. represent members at relevant union forums, consultative committees or bargaining.
493. Geoscience Australia and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
494. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
495. To support the role of union delegates, Geoscience Australia will, subject to legislative and operational requirements, including privacy and security requirements:
- a. provide union delegates with reasonable access to Geoscience Australia facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - b. advise union delegates and other union officials of Geoscience Australia facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - c. allow reasonable official union communication appropriate to Geoscience Australia from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include Geoscience Australia vetoing reasonable communications;
  - d. provide access to new employees as part of induction; and
  - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
496. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Geoscience Australia before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representational rights**

497. In any matter arising under this agreement, or a policy, procedure or guideline that supports the operation of this agreement an employee may have an employee representative to assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
498. Employees are free to choose to join or not join a union.
499. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

# Section 11: Separation and retention

## Resignation

500. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
501. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
502. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

## Payment on death of an employee

503. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

## Redeployment, retraining, redundancy

### Redundancy

#### General

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

#### Definitions

505. Under this Part the following definitions apply:

Consideration Period is a period of one month commencing from the time the CEO has made an offer of voluntary termination.

Redeployment Periods are periods of:

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

reduced by an amount equivalent to the employee's redundancy entitlement under the NES.

Salary includes:

- a. higher duties allowance if the employee was entitled to receive that allowance for a continuous period of at least 12 months immediately before the employee is given an offer of a voluntary termination of employment
- b. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred.

## **Application**

506. This part applies to all employees, excluding:
- a. An employee serving a probationary period; and
  - b. non-ongoing and casual employees.
507. An offer of voluntary termination of employment may be made to an employee who is not fit for and not at work, or who is excess in accordance with the clause 508, only where the CEO, having regard to the Commonwealth's liability, decides it is appropriate.

## **Meaning of excess employee**

508. An employee is an excess employee for the purposes of this part if:
- a. the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of Geoscience Australia; or
  - b. the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of Geoscience Australia; or
  - c. the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other locality and the CEO has determined that these provisions will apply to that employee.
509. Within the first month of an excess employee situation being identified, the CEO:
- a. will advise, in writing, the employee(s) directly affected of the situation, the reasons and scope; and
  - b. will hold discussions with the employee(s) (and/or their representatives where requested by the employee); and
  - c. may offer affected employees a voluntary termination of employment (commencement of the Consideration Period).

## **Voluntary termination**

510. Where the CEO has made an offer of a voluntary termination of employment, the employee will be given the Consideration Period to accept the offer of voluntary termination of employment. The offer must state when the CEO proposes to issue the termination notice if the offer is accepted.
511. If an employee accepts an offer of voluntary termination of employment, the CEO must issue a 'notice of termination' under section 29 of the PS Act on the grounds that the employee is excess to the requirements of Geoscience Australia, at the time set out in the offer, unless:
- a. another time has been agreed; or
  - b. the CEO and the employee agree not to proceed with the voluntary termination of employment.
512. Job swaps will be available until the end of the Consideration Period where an employee who is excess but does not want a voluntary termination of their employment, swaps jobs with an employee from within Geoscience Australia or from another agency who is not excess but who wants voluntary termination of employment, subject to the CEO's approval on a case by case basis.

## **Financial information (i.e. notice of entitlements)**

513. At the time of the offer of voluntary termination of employment or as soon as possible thereafter but, in any event, no later than the expiry of the Consideration Period, the CEO must give an employee the following financial information:
- a. The amount of severance pay, pay in lieu of notice and accrued but untaken leave; and
  - b. superannuation entitlements upon voluntary termination; and
  - c. options open to the employee in relation to superannuation; and

d. taxation rules applying to payments to the employee.

514. Geoscience Australia will not be bound by this financial information in the event that any errors in the calculations are identified at a later date.
515. Potentially excess and excess employees will be able to access reimbursement up to a maximum of \$500 (plus GST) for the purpose of seeking financial advice.

### **Shortening the Consideration Period**

516. The Consideration Period can be reduced. This is subject to the employee advising that they have been provided with access to the financial information the employee requires, and the agreement of the CEO.
517. The employee will be paid in lieu for the unexpired portion of the Consideration Period at the date of termination of the employee's employment.
518. The CEO cannot require an employee to reduce this period and only an employee can request that the Consideration Period be shortened.

### **Severance pay**

519. An employee who accepts voluntary termination of employment is entitled to the following severance pay:
- a. 2 weeks' salary for each completed continuous year of service; and
  - b. a pro-rata payment for completed continuous months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
520. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time.

### **Service for severance pay purposes**

521. For earlier periods of service to count for the purposes of calculating severance pay, there must be no breaks between the periods of service except where:
- a. the break in service is less than one month and occurs where an offer of employment with Geoscience Australia was made and accepted by the employee before ceasing employment with the preceding employer, or
  - b. an employee resigned from the APS on marriage under the repealed section 49 of the PS Act.

### **Service not to count for severance pay purposes**

522. Any period of service which ceased pursuant to section 29(3) or 29(4) of the PS Act or the equivalent previous provisions of the superseded Act, or an equivalent provision under other Commonwealth legislation, including termination with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.
523. Absences from duty which do not count as service for long service leave purposes will not count as service for severance pay purposes.

## Redeployment

### Redeployment period

524. The intention of the redeployment period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the redeployment period:
- a. Geoscience Australia will continue to provide and resource career transition services and support, and take all reasonable steps to move an excess employee to a suitable vacancy, including to another agency, and to support placements outside the APS consistent with this agreement; and
  - b. employees will take all reasonable steps to secure permanent re-assignment or placement.

### Redeployment services

525. The following provisions will apply to potentially excess and excess employees:
- a. The employee can access payment of external redeployment services or training opportunities that would be expected to enhance the employment prospects of employees; and
  - b. an employee will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level; and
  - c. suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An employee may undertake more than one trial placement; and
  - d. if a suitable vacancy does not exist at the same level within Geoscience Australia, the CEO may reassign the employee to a job with a lower classification. If this occurs, the employee will be entitled to income maintenance during the redeployment period to maintain their level of salary.

### Leave and expenses to seek employment

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

### Leave during redeployment period

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

### Moving household

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



## **Involuntary termination after unsuccessful reassignment**

531. The employment of excess employees who have not been reassigned at the end of the Redeployment Period may be terminated without their consent. Termination of employment will take effect at the end of the redeployment period, including any extension of the redeployment period consistent with clause 524.
532. An employee whose employment is to be involuntarily terminated after unsuccessful redeployment will be provided with relevant financial information at the time the CEO issues the 'notice of termination'.
533. In deciding whether to terminate the employment of an excess employee, the CEO will take account of any redeployment process that may be in progress.
534. Where an excess employee's employment is terminated during or at the end of the redeployment period, the employee will be paid redundancy pay in accordance with the NES.
535. Where there is insufficient productive work available for the employee within Geoscience Australia during the remainder of the redeployment period and/or where there is no prospect of redeployment within the APS, the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act, and pay the balance of the Redeployment Period as a lump sum. This payment will be taken to have included the payment in lieu of notice of termination, plus the employee's NES entitlement to redundancy pay.

## **Notice of termination (i.e. notice periods)**

536. An employee's employment is terminated by the CEO giving the employee a notice of termination under section 29 of the PS Act, on the grounds that the employee is excess to the requirements of the Agency. The notice period is:
  - a. 5 weeks—if the employee is at least 45 years old and has at least 5 years' continuous service;  
or
  - b. 4 weeks—in any other case.
537. In situations where an employee's employment is to be terminated at the end of a redeployment period, the period of notice will as far as practicable be concurrent with the redeployment period.

## **Reduction in classification**

538. Where the CEO proposes to reduce an excess employee's classification, the employee will be given no less than one month's notice of the reduction in classification.
539. Where an excess employee's classification is reduced, the employee's salary immediately preceding the date of reduction will be maintained for the unexpired portion of the redeployment period.

# Attachment 1 – Base salaries

Table 1 – Base salary rates

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	APS1.1	\$47,884	*\$52,000	*\$54,516	*\$57,497
	APS1.2		*\$53,560	*\$56,131	*\$59,221
	APS1.3		*\$55,120	*\$57,786	*\$60,946
Soft Barrier					
APS2	APS2.1	\$54,629	\$56,814	*\$59,520	*\$62,775
	APS2.2	\$56,476	\$58,735	\$60,967	\$63,040
	APS2.3	\$58,371	\$60,706	\$63,013	\$65,155
	APS2.4		*\$61,883	*\$64,877	\$67,083
	APS2.5				*\$68,425
Soft Barrier					
APS3	APS3.1	\$62,233	\$64,722	\$67,181	*\$70,477
	APS3.2	\$64,168	\$66,735	\$69,271	\$71,626
	APS3.3	\$66,163	\$68,810	\$71,425	\$73,853
	APS3.4		*\$69,476	*\$72,837	\$75,313
	APS3.5				*\$76,820
Soft Barrier					
APS4	APS4.1	\$70,093	\$72,897	\$75,667	*\$79,125
	APS4.2	\$72,280	\$75,171	\$78,027	\$80,680
	APS4.3	\$74,468	\$77,447	\$80,390	\$83,123
	APS4.4	\$77,117	\$80,202	\$83,250	*\$86,246
Soft Barrier					
APS5	APS5.1	\$78,077	\$81,200	\$84,286	*\$88,834
	APS5.2	\$79,975	\$83,174	\$86,335	\$89,270
	APS5.3	\$82,936	\$86,253	\$89,531	\$92,575
	APS5.4	\$86,690	\$90,158	\$93,584	*\$96,829
Soft Barrier					
APS6	APS6.1	\$90,555	\$94,177	\$97,756	\$101,080
	APS6.2	\$94,303	\$98,075	\$101,802	\$105,263
	APS6.3	\$97,897	\$101,813	\$105,682	\$109,275
	APS6.4	\$100,849	\$104,883	\$108,869	\$112,571
	APS6.5	\$104,820	\$109,013	\$113,155	\$117,002
Hard Barrier					
EL1	EL1.1	\$109,001	\$113,361	\$117,669	*\$121,755
	EL1.2	\$113,239	\$117,769	\$122,244	\$126,400
	EL1.3	\$116,103	\$120,747	\$125,335	\$129,596

	EL1.4	\$119,089	\$123,853	\$128,559	\$132,930
	EL1.5	\$123,220	\$128,149	\$133,019	\$137,542
Hard Barrier					
EL2	EL2.1	\$129,536	\$134,717	\$139,836	\$144,590
	EL2.2	\$135,901	\$141,337	\$146,708	\$151,696
	EL2.3	\$142,269	\$147,960	\$153,582	\$158,804
	EL2.4	\$148,805	\$154,757	\$160,638	\$166,100
	EL2.5	\$155,028	\$161,229	\$167,356	\$173,046
	EL2.6	\$161,431	\$167,888	\$174,268	\$180,193
	Hard Barrier				
	EL2.7	\$167,823	\$174,536	\$181,168	\$187,328

\* Alignment to pay fragmentation base salaries

**Table 2: Geoscience Australia graduate broadband - salary rates**

Geoscience Australia Graduate Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS4	APS4.1	\$70,093	\$72,897	\$75,667	*\$79,125
	APS4.2	\$72,280	\$75,171	\$78,027	\$80,680
	APS4.3	\$74,468	\$77,447	\$80,390	\$83,123
	APS4.4	\$77,117	\$80,202	\$83,250	*\$86,246
Soft Barrier					
APS5	APS5.1	\$78,077	\$81,200	\$84,286	*\$88,834
	APS5.2	\$79,975	\$83,174	\$86,335	\$89,270
	APS5.3	\$82,936	\$86,253	\$89,531	\$92,575
	APS5.4	\$86,690	\$90,158	\$93,584	*\$96,829

\* Alignment to pay fragmentation base salaries

## Attachment 2 – Allowance rates

Clause	Allowance	Frequency of payment	Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 13 March 2026
196	Overtime Meal Allowance	Per occasion	\$ 34.74	\$ 36.06	\$ 37.28
64	Workplace Responsibility Allowance	Fortnightly	\$ 30.51	\$ 31.67	\$ 32.75
89	Marine Survey Allowance	Daily	\$ 20.84	\$ 21.63	\$ 22.37
94	Airborne survey Allowance	Hourly	\$ 19.45	\$ 20.19	\$ 20.87
87	Camping Allowance	Daily	\$ 96.44	\$ 100.10	\$ 103.51
95	Antarctic Allowance	Daily	\$ 244.16	\$ 253.44	\$ 262.06
98	Part-Day Travel Allowance	Daily	\$ 77.21	\$80.14	\$ 82.87
99	Personal Equipment Allowance Travel to: New Zealand: Other overseas location	Once in 3 years	\$163. 96 (New Zealand)	\$ 170.19 (New Zealand)	\$ 175.97 (New Zealand)
		Once in 3 years	\$320.79 (Other overseas location)	\$ 332.98 (Other overseas location)	\$ 344.30 (Other overseas location)
101	Remote Localities Allowance	Fortnightly	\$527.05 (with dependants)	\$ 547.08 (with dependants)	\$ 565.68 (with dependants)
		Fortnightly	\$368.95 (without dependants)	\$ 382.97 (without dependants)	\$ 395.99 (without dependants)

72	Community Language Allowance	Per annum	\$1435.00  (An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication)	\$ 1,490.00  (An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication)	\$ 1,541.00  (An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication)
		Per annum	\$2870.00  (An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO)	\$ 2,979.00  (An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO)	\$ 3,080.00  (An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO)

# Attachment 3 – Supported wage system

540. This schedule defines the condition which will apply to employees because of the effects of a disability, and who are eligible for a supported wage under the terms of this agreement.

## Definitions

541. In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

## Eligibility criteria

542. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this 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.

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

## Supported wage rates

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

### Applicable percentage of relevant minimum wage paid to applicable employees:

Assessed capacity	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

545. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
546. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

### Assessment of capacity

547. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
548. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

### Lodgement of SWS wage assessment agreement

549. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the FWC.
550. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

### Review of assessment

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

## **Other terms and conditions of employment**

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

## **Workplace adjustment**

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

## **Trial period**

554. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
555. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
556. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the FWC.
557. Work trials should include induction or training as appropriate to the job being trialled.
558. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 554 and 555 in this attachment.



THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/409

Applicant:

**Commonwealth of Australia represented by Geoscience Australia**

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Dr James Johnson, Chief Executive Officer, have the authority given to me by Commonwealth of Australia represented by Geoscience Australia to give the following undertakings with respect to the Geoscience Australia Enterprise Agreement 2024-2027 ("the Agreement"):

**Part time employment**

1. In respect of clause 137 of the Agreement, an employee's part time work agreement will specify:
  - a) the prescribed weekly hours of duty; and
  - b) the pattern of hours to be worked including starting and finishing times for employees other than shiftworkers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
2. If a part time employee works hours in addition to the ordinary hours prescribed in the part time work agreement, they will be entitled to overtime for such additional hours at the rates contained in clause 193 of the Agreement.

**Casual (irregular or intermittent) employment**

3. In respect of clause 189 of the Agreement, for a casual employee, overtime is payable where the employee is at or below the APS 6 classification and is required by the CEO to work additional hours:
  - a) Monday to Friday, outside the span of ordinary hours;
  - b) on a Saturday, Sunday or a holiday; or
  - c) in excess of 36 hours and 45 minutes in a week.
4. The casual loading set out in clause 142 of the Agreement is not paid for overtime.
5. A casual employee at or below the APS 4 classification will not be scheduled or required to work before 8:00am, Monday to Friday inclusive.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date: 1 March 2024