



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Commonwealth of Australia (acting through and represented by the
Bureau of Meteorology)**
(AG2018/3231)

BUREAU OF METEOROLOGY ENTERPRISE AGREEMENT 2018

Australian Capital Territory

DEPUTY PRESIDENT COLMAN

MELBOURNE, 14 SEPTEMBER 2018

Application for approval of the Bureau of Meteorology Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Bureau of Meteorology Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Commonwealth of Australia (acting through and represented by the Bureau of Meteorology). The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Association of Professional Engineers, Scientists and Managers, Australia; the CPSU, the Community and Public Sector Union; and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[5] The Agreement that was lodged with the Commission included incorrect information and cross-referencing. In correspondence sent to the Commission the Applicant confirmed the parties' understanding of the correct information for the lodged Agreement. On 14 September 2018, the Applicant provided a corrected version of the Agreement. I am satisfied that it is appropriate to approve the corrected Agreement pursuant to s.586 of the Act.

[6] The Agreement was approved on 14 September 2018 and, in accordance with s.54, will operate from 21 September 2018. The nominal expiry date of the Agreement is 21 September 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2018/3231

Applicant:
Bureau of Meteorology

Undertaking - section 190

I, Jennifer Gale, Chief Operating Officer and Group Executive Corporate Services of the Bureau of Meteorology, give the following undertakings with respect to the Bureau of Meteorology Enterprise Agreement 2018 ("the Agreement"):


1. I have the authority given to me by the Bureau of Meteorology to provide this undertaking in relation to this application before the Fair Work Commission.
2. Schedule 3 of the Agreement provides a lower weekly minimum wage (clauses 3.4.2 and 3.8.3) for Supported Wage System employees than the relevant modern award (\$84 compared with \$86 under the award as at 1 July 2018).
3. The employer, Bureau of Meteorology, hereby undertakes that notwithstanding Schedule 3 clauses 3.4.2 and 3.8.3, the weekly minimum wage for Supported Wage System employees will be \$87, and will increase in line with any increases in the Australian Public Service Enterprise Award 2015.

Employer name: Bureau of Meteorology

Authority to sign: Signed for and on behalf of the employer


Signature:

Jennifer Gale, Chief Operating Officer and Group Executive Corporate Services


Date:



Australian Government

Bureau of Meteorology

Enterprise Agreement

2018

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

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PART A: TECHNICAL AND APPLICATION

A.1 About this Agreement

A.1.1 This Agreement is the *Bureau of Meteorology Enterprise Agreement 2018* and is made under section 172 of the *Fair Work Act 2009* (FW Act).

A.1.2 This Agreement covers:

- (a) the Director, as Agency Head, for and on behalf of the Commonwealth of Australia, as the employer; and
- (b) all employees of the Bureau, other than Senior Executive Service (SES) employees.

Note: Employees performing duties temporarily at the SES level will continue to be subject to this Agreement, but may have additional entitlements in accordance with the flexible remuneration provisions, and/or a common law agreement, or a determination made by the Director, as normally applied to SES employees.

A.1.3 This Agreement will commence seven days after it is approved by the Fair Work Commission (FWC).

A.1.4 The nominal expiry date of this Agreement will be the date that is three years after the date of commencement.

A.1.5 The Agency Head may delegate or authorise another person to exercise any of the Agency Head's powers or functions, excluding the power to delegate, in this Agreement.

A.2 Guidelines and Policies Supporting this Agreement

A.2.1 Any guidelines, policies and procedures referred to in this agreement are not incorporated into, and do not form part of, this agreement. A term of this agreement prevails to the extent of any inconsistency with a guideline, policy or procedure.

A.2.2 Prior to developing, or where the Bureau proposes to make changes to, a guideline, policy or procedure that relates to the provisions of this Agreement, the Bureau will make the guideline, policy or procedure available to employees and, where they choose, their representatives, for comment and feedback for a reasonable period which will be at least two weeks. The Bureau will give genuine consideration to any comments or feedback received in relation to the proposed changes prior to the guideline, policy or procedure being finalised.

A.3 Flexibility under this Agreement

A.3.1 The Agency Head and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and the Bureau.

A.3.2 The Agency Head must ensure that a flexibility arrangement agreed to under this clause:

- (a) is about permitted matters under section 172 of the FW Act;
- (b) does not include unlawful terms under section 194 of the FW Act;
- (c) results in the employee being better off overall than if no arrangement was agreed to;
- (d) is in writing;
- (e) is signed by both the employee and the Agency Head, and, if the employee is under 18, is signed by their parent or guardian;


- (f) is able to be terminated by either the employee or the Agency Head giving not more than 28 days written notice, or at any time by agreement between the employee and Agency Head in writing; and
- (g) is given to the employee within 14 days after it is agreed to.

A.3.3 A flexibility arrangement must be genuinely agreed between the employee and the Agency Head.

A.4 Formal Acceptance of Agreement and Signatories

Employer

Signed for, and on behalf of, the Commonwealth by the Director of the Bureau of Meteorology

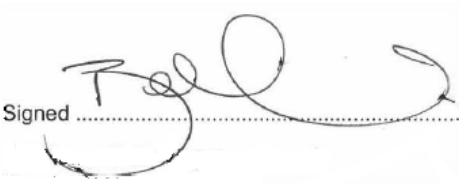
Signed 

Full Name: Andrew Johnson

Address: 69 Ann Street, Brisbane QLD 4000

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union:

Signed 


Full Name: Beth Vincent – Pietsch

Deputy Secretary, CPSU

Address: 1/40 Brisbane Ave Barton 2600

Bargaining Representative: Professionals Australia

Signed for, and on behalf of, the Association of Professional Engineers, Scientists and Managers, Australia

Signed 

Full Name: Sinem Temel, Acting Director

Address: 152 Miller St, West Melbourne VIC 3003

Bargaining Representative: Electrical Trades Union of Australia

Signed for, and on behalf of, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia:

Signed 

Full Name: David Mier

Address: 40 Harcourt Parade, Rosebery NSW 2018


Employee Bargaining Representatives, Bureau of Meteorology:

Signed for, and on behalf of, employees of the Bureau of Meteorology:

Signed 


Full Name: Chris Brady

Address: Bureau of Meteorology, Unit 1/ 5-9 Marker Avenue, Marleston SA 5033

Signed 

Full Name: Lobo Fraser

Address: Bureau of Meteorology, Unit 1, 35 Miles Road, Berrimah NT 0828

Signed 

Full Name: Andrew Preece

Address: Bureau of Meteorology, 69 Ann Street, Brisbane QLD 4000

PART B REMUNERATION AND RELATED ARRANGEMENTS

B.1 Salary Increases

- B.1.1 A 3.5% salary increase will apply on and from the commencement of this Agreement.
- B.1.2 A further 1.5% increase is payable from the first anniversary of commencement.
- B.1.3 A further 1.0% increase is payable from 18 months after commencement.
- B.1.4 The Agreement's new salary scales are set out in Schedule 2 Rates of Pay and Adjustments.

B.2 Method of Payment

- B.2.1 Employees will be paid fortnightly by electronic funds transfer into an account at a financial institution of their choice.

B.3 Rate of Salary

- B.3.1 The fortnightly rate of pay is calculated using this formula:

Fortnightly pay = annual salary x 12/313.

Regular part-time employment

- B.3.2 Unless agreed otherwise in writing between the employee and the Agency Head, where an employee is employed for an agreed number of regular hours per week, which is less than the ordinary hours of work specified in this Agreement (clause D.3.1), the employee shall receive, on a pro-rata basis, equivalent pay and conditions to those of a full-time employee. Expense and reimbursement related allowances will be at the same rate as full-time employees.

Casual loading

- B.3.3 Where a non-ongoing (shift working or day working) employee performs duties on an intermittent/irregular basis, the employee will be paid an additional 20% loading of their normal hourly rate of pay.
- B.3.4 The 20% loading is in lieu of any form of paid leave (except Long Service Leave). These employees will not be entitled to payment for public holidays on which they are not rostered to work, or flextime. They will also not be entitled to paid time-off during the Christmas - New Year Partial Closure. An employee paid an additional 20% loading shall be regarded as a casual employee for the purposes of the FW Act.

Supported Salary for Employees with a Disability

- B.3.5 Employees with a disability who meet the impairment criteria for the Disability Support Pension will be employed under this agreement and be paid a supported salary appropriate to their classification level and their assessed level of impairment in accordance with Schedule 3 Supported Salary for Employees with a Disability.

National Training Wage

- B.3.6 The terms of Schedule D of *the Australian Public Service Enterprise Award 2015* as varied from time to time, will apply to the Trainee APS (Administrative) classification (at Wage Level A) as though the provisions are included in this Agreement.

B.4 Salary Advancement within a Classification

- B.4.1 Further information on salary advancement arrangements may be found in the Bureau's *Arrangements for Salary Advancement Policy*.
- B.4.2 An employee will be able to advance one pay point within their classification range on 1 July of each year provided:
- (a) they have an approved Performance Development Scheme (PDS) Agreement in place for the previous year ending 30 June; and
 - (b) they have performed at least at a satisfactory level at their substantive or higher duties level for an accumulated period of not less than nine months within the two previous PDS cycles (i.e. 1 July to 30 June);
 - (c) that the nine-month accumulated period in (b) has not been previously counted for salary advancement; and
 - (d) they satisfy any qualification prescriptions or advancement barriers or accelerated advancement provisions determined by the Agency Head.
- B.4.3 An employee will not be eligible for salary advancement if:
- (a) they are being formally managed for underperformance; or
 - (b) they are at the top salary point of their classification; or
 - (c) they are a casual employee; or
 - (d) they do not have an approved PDS Agreement in place.
- B.4.4 Clauses B.4.2 and B.4.3 do not apply if the employee is under 21 years of age and where their salary rate is prescribed according to age, except where they are being paid an adult salary rate after the successful completion of a course of study or training, or after promotion.

B.5 Salary on Movement

- B.5.1 On commencement or promotion to the Bureau, an employee's salary should be at the base point of the salary range for their job classification. Where their salary has been determined incorrectly, the Agency Head will, in writing, agree to their payment at the correct pay point.
- B.5.2 On commencement with or promotion to the Bureau, the Agency Head may authorise payment of salary above the base point after taking into account their experience, qualifications and skills and their likely contribution to the Bureau.
- B.5.3 Where an employee's salary with their previous APS agency is more than the rate they are entitled to under this Agreement, the Agency Head may, on the employee's movement to the Bureau, approve the employee's salary to be maintained at the higher rate until the salary differential is absorbed by Bureau pay increases.
- B.5.4 On promotion within the Bureau or upon temporary assignment of duties to a higher classification within the Bureau, an employee's salary will be payable at the minimum pay point of the salary range for that higher classification, except in cases where the employee's salary prior to promotion or temporary assignment exceeds the minimum pay point of the employee's higher classification. In such cases, the employee's salary on promotion or for the temporary assignment will be the pay point that they have reached of that higher classification. Periods of temporary assignment in higher classifications are taken into account when determining salary on promotion.

B.6 Entry Level Programs

- B.6.1 The Agency Head may adopt entry level programs, involving the specification of:
- (a) eligibility requirements;
 - (b) mandatory development requirements;
 - (c) advancement arrangements to apply on completion of the program; and
 - (d) the employment type(s) i.e. ongoing or non-ongoing of program participants.
- B.6.2 Subject to the relevant terms and conditions of this Agreement, the Bureau's participation in APS wide schemes related to entry level employment programs will occur consistent with any APS guidelines in place at the time.
- B.6.3 Where an employee is employed in an entry level program, as a minimum they must:
- (a) satisfactorily complete any mandatory development in order to be eligible for advancement on completion;
 - (b) maintain satisfactory progress towards the completion of the development program; and
 - (c) their work performance must be fully effective at all times.
- B.6.4 Entry Level Programs for the following classifications in the Bureau are:
- (a) Graduate APS;
 - (b) Trainee APS (Administrative or Technical) – refer also to clause B.3.6;
 - (c) Cadet APS;
 - (d) Apprentice APS (Trades); and
 - (e) APS 3 (Indigenous Australian Government Development Program).
- B.6.5 Subject to clause B.6.2, upon successful completion of the Entry Level Program, the Agency Head will allocate the employee an approved classification level and determine a pay point in accordance with clauses B.5.1 and B.5.2, as follows:
- (a) for Graduate APS (Meteorologist- Experiential Learning Program), Trainee, Cadet and Apprentice APS (Trades), on successful completion of training - in accordance with *Rule 11* of the *Public Service Classification Rules 2000*;
 - (b) for other Graduate APS, on successful completion of training– in accordance with Rule 11 of the *Public Service Classification Rules 2000* and BOM Broadband 1 - to an APS 4; and
 - (c) for Indigenous Australian Government Development Program employees engaged as Cadet APS, on successful completion of training - in accordance with *Rule 11* of the *Public Service Classification Rules 2000*; and BOM Broadband 6 - to an APS 4.

B.7 Salary Advancement Provisions for Specific Bureau Designations and Training Classifications

- B.7.1 Further information on salary advancement provisions may be found in the Bureau's *Arrangements for Salary Advancement Policy*.

- B.7.2 Separate salary advancement arrangements exist for the following designations and training classifications, as indicated in Schedule 2 Rates of Pay and Adjustments:
- (a) Professional Officer (BOM Broadband 1);
 - (b) Professional Officer, Meteorologist – Experiential Learning Program (BOM Broadband 2);
 - (c) Research Scientist (BOM Broadband 3);
 - (d) Technical Officer (BOM Broadband 4);
 - (e) Professional Officer, Hydrology (BOM Broadband 5); and
 - (f) Administrative Services Officer, Indigenous Australian Government Development Program (BOM Broadband 6).
- B.7.3 Progression beyond the salary barriers indicated in Schedule 2 Rates of Pay and Adjustments is subject to necessary skills and proficiencies being met, the availability of work at that level and through satisfactory performance.

Research Scientist Advancement

- B.7.4 The Agency Head will conduct an Annual Merit Advancement Program within the Science to Services Program. Further information can be found in the *Research Scientist Assessment Committee (RSAC) Procedures*.

B.8 Payment at a Lower Classification

- B.8.1 An employee may request in writing to perform work at a lower classification. An employee may also be directed to perform work at a lower classification as the result of a Code of Conduct or underperformance action. In either case the employee will receive written advice from the Agency Head advising the salary level at which they will be paid, and the duration of that term, as applicable, at the lower classification.

B.9 Payment at a Higher Classification

Temporary Assignment of Duties (TAD) to a non-SES Classification

- B.9.1 Further information on temporary assignment of duties may be found in the Bureau's *Temporary Assignment of Duties Policy*.
- B.9.2 Except as provided for in clause B.9.3 and B.9.4, an employee who is temporarily assigned duties at a higher non-SES classification in one or more positions for a period of seven or more consecutive calendar days, inclusive of public holidays, will be paid a Temporary Assignment of Duties (TAD) allowance equal to the difference between the employee's salary and the salary the employee would receive if promoted to the higher classification.
- B.9.3 When employees are required to act in Executive Level 1 positions in 24/7 shift working environments (such as Regional Forecasting Centres, the National Operations Centre and Regional Severe Weather sections), they will be paid the TAD allowance for those periods, even if the qualifying period in clause B.9.2 is not met.
- B.9.4 Shift working employees will be paid a TAD allowance for periods of less than seven days where the employee of the higher classification is absent on approved leave for a total of seven calendar days or longer inclusive of their rostered days off. For example, where an employee proceeds on approved leave for four shifts and has three rostered days off before, between and/or after these shifts, so that the total absence is seven days, the employee performing the duties of the higher classification would be entitled to a TAD allowance for the four shifts.

- B.9.5 Where an employee has been on a TAD in a locality specified in clause PART E clause E.2.7 (extra recreation leave for remote localities) for at least 12 months in the preceding two years, the TAD allowance will continue to be paid during recreation leave provided that:
- (a) The employee is in receipt of the allowance in that district at the date of commencing recreation leave; and
 - (b) The employee is not returning to the district at the conclusion of that leave.
- B.9.6 An employee will be entitled to move to the next pay point of the higher classification, on or from 1 July, if the salary advancement criteria in clause B.4 are met. The employee will be entitled to access this pay point during any subsequent periods of temporary assignment to the higher classification level.
- B.9.7 TAD allowance is regarded as salary for the purposes of calculation and payment of extra duty, penalty payments and excess travelling time.
- B.9.8 An employee who is on a TAD and is granted paid leave or who observes a public holiday will continue to receive the TAD allowance during that absence if the TAD allowance would have been paid but for the grant of leave. If the period of paid leave is on less than full pay, the payment of the TAD allowance is adjusted accordingly.

Temporary Assignment of Duties to an SES Classification

- B.9.9 Unless otherwise stated in this clause, the conditions applying to non-SES employees temporarily performing duties to the SES classification will be those specified in clauses B.9.1 to B.9.8.
- B.9.10 For employees temporarily assigned duties to the Senior Executive Service (SES) classification, unless otherwise specified by the Agency Head, total salary remuneration will equal the base salary point of the relevant SES classification range.

B.10 Adjustment of Allowances

- B.10.1 The following rates will be increased by 3.5% from the day the Enterprise Agreement comes into effect, and will be subsequently adjusted on the same dates and by the same quantum as the salary increases referred to in clause B.1:
- Allowance in Lieu of Overtime (Antarctic and Willis Island);
 - Common Duties Allowance;
 - Duty at Sea Allowance;
 - Excess Travelling Time;
 - Field Work Allowance;
 - First Aid Allowance;
 - Functional Allowance; and
 - Temporary Assignment of Duties Allowance.
- B.10.2 The following expense-related rates may be adjusted at the discretion of the Agency Head during the life of this Agreement taking into account advice issued by the relevant source from time to time:
- Accommodation Allowance;
 - Additional Responsibility Allowance (Antarctic);
 - Antarctic Allowance;

- Boarding Allowance;
- Board and Lodging Contribution;
- Cadet Book and Equipment Allowance;
- Camping, Camping Outlay and Additional Camping Allowance;
- Cooking Facilities/No Cooking Facilities Available at Board and Lodging Establishment;
- District Allowance;
- Disturbance Allowance;
- Incidental Allowance;
- Isolated Establishment Allowance;
- Meal Allowance;
- Motor Vehicle Allowance;
- Overseas Travelling and Posting Allowances;
- Rented Accommodation Contribution;
- Temporary Accommodation – Rental Ceilings;
- Tuition Allowance; and
- Willis Island Allowance.

B.10.3 In the event that the relevant source for providing a rate of an allowance listed at clause B.10.2 ceases to provide advice on the rate, the Agency Head will adjust the rate to ensure that the rate maintains reasonable relativity with the expenses that it is intended to cover, and following consultation with affected employees and, where they choose, their representatives.

B.11 Salary Packaging

B.11.1 Under this Agreement, an employee may have access to this Scheme using the nominated provider.

B.11.2 Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred. Any administration fees charged by the nominated provider are payable by the employee.

B.12 Superannuation

B.12.1 In recognition of Superannuation Choice, the Bureau will advise all new employees of their options regarding superannuation and provide access to information on the available options.

B.12.2 For casual employees employed under the terms of clause B.3.3, who are members of the Public Sector Superannuation Scheme (PSS) the Bureau will make superannuation contributions as required by the applicable legislation.

- B.12.3 For casual employees employed under the terms of clause B.3.3, who are members of the Public Sector Superannuation Accumulation Scheme (PSSap) or an alternative accumulation fund, the Bureau will make contributions of 15.4% of fortnightly contribution salary. Contributions to an alternative accumulation fund will be calculated as though the contributions were being made to the PSSap. For non-casual employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap) or an alternative accumulation fund, the Bureau will make contributions of 15.4% of fortnightly contribution salary. Contributions to an alternative accumulation fund will be calculated as though the contributions were being made to the PSSap.
- B.12.4 For non-casual employees who are members of the Public Sector Superannuation Scheme (PSS) and the Commonwealth Superannuation Scheme (CSS), the Bureau will make superannuation contributions as required by the relevant scheme legislation.
- B.12.5 The Bureau may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through electronic funds transfer.
- B.12.6 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation. However, where employees take paid or unpaid parental leave, employer contributions will be made in accordance with the applicable superannuation scheme legislation where the person is a member of the CSS, PSS or PSSap. Where the person is a member of an accumulation fund other than PSSap, employer contributions will be calculated and made to the person's fund as if the person was a member of PSSap.

PART C MANAGING THE WORKFORCE

C.1 Performance Development Scheme

- C.1.1 The Bureau is committed to providing a framework where employees give and receive feedback about work performance. This helps to identify learning and development needs and to assist employees to achieve a healthy work/life balance through access to flexible working arrangements and adequate leave. Unless otherwise exempted by the Agency Head, all employees are required to participate in the Bureau's Performance Development Scheme (PDS). The PDS is the cornerstone of the Bureau's performance management framework.
- C.1.2 Under the Scheme's arrangements, the employee will hold a minimum of three discussion sessions with their supervisor – a planning discussion at the beginning of the cycle, a mid-point review and a final discussion at the end of the cycle. Employees and supervisors are welcome to have additional discussions about work expectations, work performance and learning and development needs.
- C.1.3 The employee's PDS agreement outlines:
- (a) the business-related outcomes expected;
 - (b) the workplace behaviours expected; and
 - (c) their learning and development plan.
- C.1.4 Managers will support appropriate employee learning and development plans consistent with objectives identified in the PDS agreement. Feedback on employee progress will be recorded at the key points in the PDS cycle and managers will record the employee's performance rating in the PDS template by 30 June. Where employee performance is recorded as 'satisfactory', the employee will achieve salary advancement, where eligibility exists.
- C.1.5 Further information may be found in the Bureau of Meteorology's *Performance Development Scheme*.

C.2 Learning, Development and Training

- C.2.1 Learning, development and training can enhance employees' potential to contribute to achieving the Bureau's strategic objectives and actions from the *Bureau Strategy 2017-22*, and help employees meet their career aspirations. As a general principle, all employees should have the opportunity to participate in relevant learning, development and training activities aimed at improving the employee's individual performance, skills and knowledge to a competent level, and improving the organisational effectiveness of the Bureau. Communication and interaction between employees and supervisors are important factors in recognising, building and using employees' skills.
- C.2.2 The Bureau acknowledges the unique competencies required by its employees and the cooperative sharing of responsibility by existing employees for the ongoing development and mentoring of new employees in the workplace.
- C.2.3 The Bureau is committed to building organisational capability by encouraging employees to access appropriate learning and development opportunities to enable them to undertake their roles effectively and keep abreast of changing work requirements in the Bureau.

C.3 Managing Underperformance

- C.3.1 It is recognised that underperformance issues sometimes arise in the Bureau with informal feedback being the initial channel for discussing the issue. Where individual cases of unsatisfactory performance are identified, and where the employee is ongoing and is no longer on probation, the emphasis of any management intervention will be to:
- (a) support the employee to achieve satisfactory performance within a reasonable timeframe;

- (b) have regard to the individual circumstances of the employee, including health and wellbeing;
- (c) ensure procedural fairness principles are followed;
- (d) implement appropriate learning and development activities; and
- (e) ensure performance expectations, measures and standards are mutually understood.

C.3.2 The management intervention referred to in clause C.3.1 will include the following steps:

- (a) Initial discussion where the supervisor and employee jointly develop strategies to address the underperformance, then allow reasonable time of at least four weeks for the implementation of those strategies;
- (b) Where the strategies have not addressed the underperformance, the supervisor will initiate a formal managing underperformance process by issuing written notification to the employee, with a copy provided to the Agency Head. The written notification will include:
 - details about the acceptable standard of work, and how the employee's performance does not meet those standards;
 - specification of a period of time of no less than two months (unless otherwise agreed), in which the employee must attain the performance standards; and
 - the possible consequences of the employee not attaining the performance standards.
- (c) Regular assessment and progress reports of the employee's performance over the period of time specified in the written notification which will be no less than two months (unless otherwise agreed). An independent assessor may be appointed by the Agency Head, at the request of either the supervisor or employee; and
- (d) At the end of the period of time specified in the written notification, the Agency Head will determine if the performance standard has been met and, if the performance standard is not met, what action/s are necessary. Before any action is taken, the Agency Head will write to the employee asking him or her to comment within a reasonable timeframe, which will be no less than seven days and may be extended by the Agency Head at the employee's request, about the proposed action.

C.3.3 An employee may receive guidance or assistance from a person of their choice at any stage in the above procedures.

C.3.4 Further information may be found in the Bureau of Meteorology's *Managing Underperformance Policy and Procedure*.

C.4 Studies Assistance

C.4.1 The Agency Head may provide studies assistance to eligible employees in the following ways:

- (a) Studybank financial bursary; and
- (b) Approved release up to specified limits from work for study and exam purposes.

C.4.2 Further information may be found in the *Studybank Policy and Procedures*.

C.4.3 The Agency Head may provide study assistance to eligible employees in the form of financial assistance up to a determined amount to cover enrolment fees, course fees, Higher Education Learning Program (HELP) repayments, books and other items, as determined by the Agency Head.

C.5 Operating Arrangements

- C.5.1 Special arrangements may exist for:
- (a) Term transfer arrangements that are part of the *Observing System Strategy*; and
 - (b) Voluntary Remote Postings to Antarctica, Willis Island and Giles.
- C.5.2 Employees who are successful in their application for postings to Antarctica, Willis Island or Giles will be released for voluntary remote service, unless operational requirements prevent the employee's release. Reasonable efforts will be made by the Bureau to enable the employee's release.
- C.5.3 Further information may be found in the policies linked to the *Observing System Strategy*.
- C.5.4 Bureau provided accommodation at prescribed locations may be available for employees to live in, subject to availability and the employee paying a rental contribution of \$90 per fortnight. The rental contribution will not apply to Bureau provided accommodation at the localities specified in clause C.5.1(b).

C.6 Absence without Approval

- C.6.1 Where an employee is absent from work without approval e.g. without the express approval of their supervisor, or not in accordance with a term of this agreement, the absence may be treated as an "unauthorised absence" and will not count as service for any purpose under this agreement, including remuneration and leave accrual.
- C.6.2 Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the provisions of the Accountable Authority Instructions.
- C.6.3 Where an employee has been on extended unauthorised absence of at least a week or has been on unauthorised absence for frequent short periods, the Agency Head may terminate the employment of the employee.
- C.6.4 Before taking action to terminate employment, the Agency Head will ensure mitigating factors contributing to the employee's absence(s) e.g. a medical condition, are considered.

C.7 Separation

- C.7.1 Ongoing employees may resign by giving two weeks' written notice of their resignation, unless a different period is agreed in writing.
- C.7.2 All other employees may resign in accordance with the terms of their engagement or letter of engagement.
- C.7.3 If an employee does not give the required period of notice of resignation, an amount equal to the salary payable during the unexpired portion of the notice period may be deducted from monies otherwise payable to the employee, in accordance with a relevant Accountable Authority Instruction or recoverable as a debt due to the Commonwealth.
- C.7.4 An employee who ceases employment with the Bureau on resignation, retirement or termination will be paid for unused recreation leave and long service leave credits in accordance with legislation.

C.8 Recovery of Monies

- C.8.1 Where an employee dies, or the Agency Head has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependants, partner or legal personal representative of the former employee of an amount that would have been paid if the employee had resigned or retired. Any monies owing to the Commonwealth as a result of advanced Recreation Leave credits will be waived.

C.9 Retention, Redeployment and Redundancy

Coverage and Commitment

- C.9.1 The following provisions will apply to all Bureau employees with the exception of:
- (a) ongoing employees who have less than one year's service or who are on probation; and
 - (b) non-ongoing employees.
- C.9.2 The Bureau is committed to providing employees who are excess or potentially excess with assistance to maximise their redeployment opportunities and, as much as practicable, to avoid involuntary termination of employment. The wishes and interests of employees who are excess or potentially excess will be taken into account during the process that is defined in clause C.9.

Definition of excess employee

- C.9.3 An employee is an excess employee if:
- (a) the employee is included in a class of employees employed in the Bureau which comprises a greater number of employees than is necessary for the efficient and economical working of the Bureau; or
 - (b) the services of the employee cannot be used effectively because of technological or other changes in the work methods of the Bureau or changes in the nature, extent or organisation of the functions of the Bureau; or
 - (c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Agency Head has determined that these provisions will apply to that employee.

Consultation with potentially excess employees

- C.9.4 When the Agency Head is aware that an employee(s) is likely to become excess, they will advise the employee(s) at the earliest practicable time.
- C.9.5 Discussions with the potentially excess employee(s) will be held to advise them of the reasons they may become excess and to consider:
- (a) measures that could be taken to resolve the situation, including redeployment opportunities for the employee(s) at or below level including through any APS-wide deployment mechanism which might exist at the time;
 - (b) referral to a service provider approved by the Agency Head to provide career planning and other appropriate assistance; and
 - (c) whether voluntary retrenchment might be appropriate.
- C.9.6 Where the employee(s) nominate(s) a representative, the Agency Head will hold the discussions with the employee(s) and the employee's representative.

- C.9.7 The Agency Head may, prior to the conclusion of these discussions, invite an employee or group of employees who are not potentially excess to express interest in voluntary retrenchment, where the retrenchment of that employee(s) would permit the redeployment of an employee who is potentially excess.

Declaring an employee excess

- C.9.8 At least one month after discussions have been held with the employee in accordance with clause C.9.4 and C.9.5, the Agency Head may advise the employee in writing that they are an excess employee. The employee and the Agency Head may agree to a shorter period.

Accelerated separation option and additional payment

- C.9.9 The Agency Head may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. This option provides, in addition to the severance benefit, a payment of 10 weeks salary (or 11 weeks salary for an employee over 45 years old with at least five years continuous service) where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
- C.9.10 This option is available to employees who exit from the Bureau prior to declaration as an excess employee under clause C.9.8. Where an employee elects not to accept an offer under this option, the standard retrenchment provisions, starting at clause C.9.11, will apply.

Voluntary retrenchment

- C.9.11 Where an employee is advised that they are an excess employee in accordance with clause C.9.8, the Agency Head may invite the excess employee to accept voluntary retrenchment.
- C.9.12 Where the Agency Head invites an excess employee to accept voluntary retrenchment, the employee will have one month in which to accept the offer.
- C.9.13 Within the first two weeks of the one-month period referred to in clause C.9.12, the Agency Head will give the excess employee information on:
- (a) the amount of severance benefit, pay in lieu of notice and paid leave credits;
 - (b) how to ascertain the amount of accumulated superannuation contributions;
 - (c) options open to the employee concerning superannuation; and
 - (d) any taxation rules applying to the various payments;

which would be payable on voluntary retrenchment.

- C.9.14 Where the offer is accepted the Agency Head will consider whether to proceed with approval of the voluntary retrenchment, but will not give notice of termination under section 29(3) (a) of the *Public Service Act 1999* (PS Act) before the end of the one month period referred to in clause C.9.12, unless the employee has received all the relevant information in clause C.9.13 and chooses to waive the remainder of that period, .
- C.9.15 An excess employee invited to accept voluntary retrenchment will be provided with assistance up to a total of \$500 for financial advice and career counselling.
- C.9.16 Only one offer of voluntary retrenchment will be made to an excess employee.

Period of notice

- C.9.17 Where the excess employee accepts voluntary retrenchment, the Agency Head may retrench the excess employee by giving the required notice of termination under section 29(3) (a) of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 and with at least five years of continuous service).
- C.9.18 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the FW Act for the unexpired portion of the notice period.
- C.9.19 The notice period will be extended by any periods of certified Personal/Carer's leave taken for the purposes of a personal illness or injury during the notice period.

Severance Benefit

- C.9.20 An employee whose employment is terminated under section 29(3) of the PS Act following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- C.9.21 For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- The break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed s49 of the former *Public Service Act 1922*.
- C.9.22 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- C.9.23 The redundancy benefit will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- C.9.24 Service for severance pay and retention period purposes means:
- (a) service as an employee of the Bureau of Meteorology;
 - (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Forces;
 - (e) APS service immediately preceding deemed resignation under repealed section 49 of the PS Act 1922, if the service has not previously been recognised for severance pay purposes; and
 - (f) service in another organisation where:
 - i. An employee moved from the APS to that organisation with a transfer of function; or
 - ii. An employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and

- iii. Such service is recognised for long service leave purposes.

C.9.25 Service not to count as service for severance pay and retention period purposes means:

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

C.9.26 Absences from work that do not count for service for long service leave purposes will not count as service for severance benefit purposes.

Rate of Payment

C.9.27 For the purpose of calculating any payment under clause C.9.20, salary will include:

- (a) the employee's salary at their substantive work value level; or
- (b) the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
- (c) shift penalties, where the employee has undertaken shiftwork and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary; and
- (d) other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Redeployment and Retention Period

C.9.28 An excess employee who does not agree to voluntary retrenchment with the payment of a severance benefit will be entitled to the following retention period:

- (a) 13 months where they have 20 or more years' service or is over 45 years of age, or;
- (b) 7 months for all other employees.

C.9.29 If an employee is entitled to a redundancy payment under the NES, the retention period at clause C.9.28 will be reduced by the employee's redundancy payment entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

Commencement of Retention Period

- C.9.30 The retention period will commence on the day the employee is advised in writing by the Agency Head, in accordance with clause C.9.8, that they are an excess employee.
- C.9.31 The retention period will be extended by any periods of certified Personal/Carer's leave taken for the purposes of a personal illness or injury during the retention period.

Employer Responsibilities

- C.9.32 During the retention period, the Agency Head:
- (a) will provide the employee with access to:
 - i. the APS-wide redeployment mechanisms; and
 - ii. the services of a provider approved by the Agency Head in order to assist them to be redeployed.
 - (b) will take all reasonable steps, consistent with the interests of the efficient administration of the Bureau, to assign new duties to an excess employee at their substantive classification within the Bureau; and
 - (c) may, after taking reasonable steps to find alternative employment in the Bureau, at the excess employee's substantive classification, and with four weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.

Employee Responsibilities

- C.9.33 During the retention period, the employee will take reasonable steps to find alternative employment, and actively participate in learning and development activities, trial placements or other arrangements aimed at obtaining a permanent placement.

Assistance

- C.9.34 An excess employee, who is on a retention period, may be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.
- C.9.35 An excess employee required to move their household to a new locality as a result of an assignment to new duties at the same or lower classification will be entitled to reasonable expenses in accordance with clause F.16.1 of this Agreement.

Retention Period – Early Termination

- C.9.36 Where:
- (a) an excess employee has been receiving redeployment assistance from a service provider for two months; and
 - (b) the service provider advises that there is no reasonable prospect of redeployment in the APS; and
 - (c) the Agency Head is satisfied that there is insufficient productive work available for the employee with the Bureau during the remainder of their retention period;

the Agency Head may, with the agreement of the employee, terminate the employment of the employee under s29 of the PS Act. Upon termination, the employee will be paid a lump sum comprising the balance of the retention period (as shortened for the NES under clause C.9.29) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus the employee's NES entitlement to redundancy pay.

Involuntary retrenchment

- C.9.37 Subject to clause C.9.36, the Agency Head under s29 of the PS Act may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position at the conclusion of the retention period.
- C.9.38 The Agency Head will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Agency head has refused to approve it.
- C.9.39 An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 with at least five years of continuous service) of termination of employment. These periods of notice will, as far as practicable, be concurrent with the retention periods.

C.10 Consultation

- C.10.1 This clause applies if the Bureau:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

- C.10.2 For a major change referred to in clause C.10.1 (a):
- (a) the Bureau must notify the relevant employees of the decision to introduce the major change; and
 - (b) sub clauses C.10.3 to C.10.9 apply.
- C.10.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- C.10.4 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 Bureau of the identity of the representative;
- the Bureau must recognise the representative.
- C.10.5 As soon as practicable after making its decision, the Bureau must:
- (a) discuss with the relevant employees:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the changes on the employee; and

- (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed;
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- C.10.6 However, the Bureau is not required to disclose confidential or commercially sensitive information to the relevant employees.
- C.10.7 The Bureau must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- C.10.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Bureau, the requirements set out in clauses C.10.2 (a), C.10.3 and C.10.5 are taken not to apply.
- C.10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Bureau'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.

Changes to Regular Roster or Ordinary Hours of Work

- C.10.10 For a change referred to in clause C.10.1 (b):
 - (a) the Bureau must notify the relevant employees of the proposed change; and
 - (b) clauses C.10.10 to C.10.15 apply.
- C.10.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- C.10.12 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Bureau of the identity of the representative;the employer must recognise the representative.
- C.10.13 As soon as practicable after proposing to introduce the change, the Bureau must discuss with the relevant employees the introduction of the change; and, for the purposes of the discussion, provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Bureau reasonably believes may be the effects of the change on the employees; and

- (c) information about any other matters that the Bureau reasonably believes are likely to affect the employees; and
- (d) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- C.10.14 However, the Bureau is not required to disclose confidential or commercially sensitive information to the relevant employees.
- C.10.15 The Bureau must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- C.10.16 In this term: "relevant employees" means employees who may be affected by a change referred to in clause C.10.1.

Consultative Arrangements in the Bureau

- C.10.17 These provisions are not intended to override the operation of the consultation provisions set out in clauses C.10.1 to C.10.16 of this Agreement.
- C.10.18 It is a matter of good management practice that there is communication with employees and an exchange of ideas on changes that impact directly or indirectly on their employment. The Bureau is committed to consulting with employees and where they choose, their representatives, on matters that affect them in the workplace.
- C.10.19 All communications in the workplace are to be consistent with the APS Values and Code of Conduct.
- C.10.20 The key mechanisms that the Bureau will use to consult with employees and where they choose, their representatives, are:
 - direct discussions with staff, including via "all staff" or Group/Program/Section participative work practice meetings; and
 - a National Consultative Forum.
- C.10.21 As referenced in clause C.10.20, a National Consultative Forum (NCF) will be established to communicate and consult with employees on workplace relation matters, including issues relating to the implementation and operation of this Agreement that affect staff entitlements and conditions of employment.
- C.10.22 The NCF will:
 - be chaired by the Director or their representative;
 - meet at least three times per year;
 - have the number of employee representatives being equal to or greater than the number of management representatives; and
 - operate under Terms of Reference.
- C.10.23 The NCF chair, in consultation with the NCF members, will establish sub-committees as required.
- C.10.24 Employees may raise issues for discussion at the NCF through any representative who attends the NCF.

C.11 Resolution of Disputes – Enterprise Agreement

- C.11.1 If a dispute relates to:
 - (a) a matter arising under the agreement; or

(b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

- C.11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- C.11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- C.11.4 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- C.11.5 The FWC may deal with the dispute in two 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 Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

- C.11.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by the Bureau to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

- C.11.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

C.12 Freedom of Association

- C.12.1 The Bureau recognises:
- (a) the legitimate role of the unions in the workplace; and
 - (b) that employees are free to choose whether or not to join a union.

Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this agreement.

C.13 Support Person and Employee Representation

- C.13.1 Employees may be assisted, accompanied and/or represented by another person, who may be a work colleague or a union representative, in the workplace and in relation to their industrial interests. The Bureau and the employee's nominated representative will deal with each other in good faith and in accordance with the FW Act.
- C.13.2 Employees will inform their manager and/or the relevant level of management prior to any discussions where they choose to be represented and where they have prior notice of the discussion.
- C.13.3 Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. The Bureau recognises that employees perform these roles in addition to their usual job description. The Bureau, at its discretion, will provide support to employees where they are required to perform these duties.

C.14 Workplace Diversity and Inclusion

- C.14.1 Bureau management and employees are committed to the promotion of employment equity through the Bureau's Workplace Diversity and Inclusion Programs. Workplace diversity is about acknowledging differences and creating an inclusive workplace where employees feel they belong and different viewpoints, perspectives and approaches are valued and respected.
- C.14.2 Workplace diversity goes beyond procedural fairness and legal compliance, and brings the concept of valuing difference into all aspects of working with others, especially people management.
- C.14.3 Further information about the Bureau's workplace diversity and inclusion programs can be found in policy.

C.15 Discrimination-free Workplace

- C.15.1 The Bureau and its employees are committed to providing a positive working environment through eliminating and preventing workplace discrimination and bullying and other forms of unacceptable behaviour. This includes behaviour such as direct and indirect discrimination, bullying, harassment, intimidation, threats and physical violence in the workplace. This commitment is consistent with the Bureau's obligations under anti-discrimination legislation and is reflected in the APS Code of Conduct.

C.16 Employee Assistance Program

- C.16.1 The Bureau will provide employees and their spouse, partner or dependants with access to a confidential, professional counselling service.

C.17 Influenza Vaccination Program

- C.17.1 The Bureau will provide annual influenza vaccinations to all employees who wish to have them.

C.18 Work Health, Safety and Well-being

- C.18.1 The Bureau is committed to the health, safety and well-being of employees in the workplace, whether in an office, in the field, or travelling for work. The aim is to create a positive culture and embed health, safety and well-being practices in all activities.
- C.18.2 The Bureau will continue to provide appropriate numbers of Fire and Building Wardens, Workplace Harassment Contact Officers, First Aid Officers, first aid kits, rest rooms, lactation rooms and carer's rooms.

C.19 Environmental Sustainability

- C.19.1 Bureau management and employees are committed to developing and implementing measures to improve the environmental sustainability of Bureau operations. Employees will implement measures to give effect to this commitment and take personal responsibility for recycling and reducing unnecessary energy usage.

C.20 Purchasing Card System

- C.20.1 To ensure maximum effectiveness, efficiency and use of government funds, a purchasing card system may be implemented during the life of this agreement to be used for all business-related expenses incurred by staff, including travel-related expenses as per clause F.13.1.
- C.20.2 The purchasing card system will be implemented in consultation with employees and, where they choose, their representatives to enable employee views to be considered. Where it is not feasible to use a purchasing card at a particular location, the Bureau will provide another method of compensating employees for business-related expenses, such as pre-payment of cash advances or reimbursement of costs.
- C.20.3 Once implemented, and to address any inconveniences in processing minor expenses associated with travel, an incidental payment for each 24-hour travel period will be made available where an employee has incurred expenses by virtue of being away from home. The incidental payment is designed to cover minor expenses such as tolls, street parking, minor fares and items of a personal nature required by virtue of being away from home. It will not be intended to cover main meals, accommodation, taxis or other major expenses.
- C.20.4 When the incidental payment is claimed, no other claims for “out of pocket” expenses can be made except in respect to actual costs exceeding the value of the incidental payment. In these instances, receipts or justification must be provided.
- C.20.5 The incidental payment amount will be made available on the intranet.

PART D FLEXIBLE WORKING ARRANGEMENTS

Further information on flexible working arrangements may be found in the Bureau's *Flexible Working Arrangements Policy*.

D.1 Work and Life Balance

- D.1.1 The Bureau is committed to continuing to assist employees to balance their work and personal lives.
- D.1.2 This Agreement includes a range of workplace measures designed to provide employees with flexible working arrangements (e.g. regular part-time work, job sharing, flextime and working from home), leave (e.g. Employee Funded Extra Leave) and developmental opportunities (e.g. training provided for parents returning to work after parental leave) to assist in balancing their work and personal lives. These measures also support employees with family responsibilities and mature aged employees.
- D.1.3 It is acknowledged that an employee's pattern of working hours must ensure that operational needs of the Bureau are met. There are important considerations when employees and supervisors consider the pattern of working hours, including:
- the impact on external and internal clients;
 - the particular work group;
 - other Bureau employees; and
 - the personal needs of the employee.
- D.1.4 Employees may be required to work reasonable additional hours. As per section 62 of the FW Act, an employee may refuse to work additional hours if they are not reasonable. Where an employee is required to work, or is likely to work, significant additional hours, the manager and employee will work together to manage and review workloads and working hours to reduce the risk of the employee working excessive hours. This may include developing appropriate strategies for addressing the situation.

D.2 Employees with Family Responsibilities

- D.2.1 An employee who is a parent, or has responsibility for the care of a child of school age or under or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Agency Head may waive this requirement in exceptional circumstances).
- D.2.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- (a) is a long-term casual employee immediately before making the request; and
 - (b) has reasonable expectation of continuing employment on a regular and systematic basis.
- D.2.3 A request made in accordance with clause D.2.1 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head will respond in writing to the request within 21 calendar days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

- D.2.4 For the purpose of this clause,
- (a) 'qualifying service' means service that is recognised for redundancy pay purposes;
 - (b) 'casual' means an employee engaged on an irregular or intermittent basis.

D.3 Hours and Patterns of Work

Ordinary Hours

- D.3.1 The ordinary hours of a full-time employee are 36 hours 45 minutes per week (based on a 7 hour 21 minute day) or an average thereof. Ordinary hours of duty for full-time non-shift workers are to be worked on a Monday to Friday as a 7 hour and 25 minute day, which is an extra 20 minutes per week (or pro-rata for a part-time non-shift employee). In exchange for the extra 20 minutes per week worked, Christmas - New Year partial closure arrangements detailed at clause E.26 will apply. The span of hours of a working day (other than for shift workers) will be worked within the limits of 0700 to 1900, Monday to Friday.
- D.3.2 For administrative and leave recording purposes, ordinary hours of duty (known as a 'standard day') for non-shift workers are considered to be worked on a Monday to Friday (as a 7 hour 21 minute day) as follows:

| | | | |
|-------------------------------|--------------|-----|--------------|
| VIC, SA | 0845 to 1300 | and | 1400 to 1706 |
| QLD, NSW, ACT, TAS/ANT | 0830 to 1230 | and | 1330 to 1651 |
| WA | 0815 to 1245 | and | 1330 to 1621 |
| NT | 0800 to 1200 | and | 1300 to 1621 |

- D.3.3 An employee may elect, with the consent of the Agency Head, to work make up time under which the employee takes time off during ordinary hours, and works those hours at an alternative time, during the span of hours of a working day, i.e. 7.00am to 7.00pm, recorded in the time and wages records.

Working Continuously and Meal Breaks

- D.3.4 The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity for pay purposes. An employee should not work more than five hours without a break for a meal of at least 30 minutes.

Part-time Hours

- D.3.5 The ordinary hours for a part-time employee are those specified in their part-time work agreement. Unless otherwise agreed, the pattern of hours will be continuous, no less than three hours per day and worked within the span of hours detailed in clause D.3.1. The salary of a part-time employee, leave entitlements and duties based allowances will be calculated, accrued and paid on a pro-rata basis relative to that applicable for the full-time ordinary hours of the employment role occupied.

Flexitime

- D.3.6 Flexitime arrangements apply only to those employed at APS 1 to APS 6 levels, or equivalent. Flexitime is not available to an employee who is:
- (a) classified at or above the Executive Level 1;

- (b) who works on a shift roster;
- (c) on fixed daily hours; and/or
- (d) on a graduated return to work program where the hours are specified.

D.3.7 Flextime is a system that allows an employee to set a pattern of attendance at work over a four-week settlement period, subject to the provisions of clauses D.3.6 to D.3.14. Employees may accumulate a flex credit (to a maximum of 25 hours carryover from one settlement period to the next) or a flex debit (to a maximum of ten hours carryover from one settlement period to the next).

D.3.8 A part-time employee may work flextime, with arrangements to be agreed with their supervisor.

D.3.9 Flextime requires an employee’s pattern of attendance to be agreed between the employee and their manager, subject to operational requirements. Where agreement cannot be reached, the manager may direct an employee to work a standard day. The pattern of attendance must be within the Bureau’s span of hours from 0700 to 1900.

D.3.10 All employees must attend work during core hours unless they have prior approval from their supervisor to be absent on flex or other leave. Core hours for full time employees are:

| | | | |
|--|--------------|-----|--------------|
| VIC, SA, QLD, NSW, ACT, TAS/ANT | 1000 to 1200 | and | 1400 to 1600 |
| WA, NT | 0930 to 1130 | and | 1330 to 1530 |

D.3.11 After discussion and general agreement with affected employees, the Agency Head may vary the core hours in clause D.3.10.

D.3.12 An employee may be directed to not accrue flextime if there is insufficient work available. The employee cannot accrue flextime for hours of work for which they have been paid overtime.

D.3.13 An employee may take flex leave where their supervisor agrees that operational requirements allow for the time away and where the supervisor gives prior approval.

D.3.14 The Agency Head can direct an employee to work a standard day for a specified period of time if they fail to maintain a satisfactory pattern of attendance or misuse flextime provisions.

Recording Attendance

D.3.15 An employee must maintain an accurate record of their attendance, using the Bureau’s formal recording tools, including starting and finishing times and breaks, along with records of their leave or absences.

D.3.16 Employees at the Executive Level 1 level and above who do not avail of the TOIL provision in clause D.7 are not required to maintain records of their start, finish and break times, unless specified by the Agency Head.

Rostering Design and Application

D.3.17 The Bureau requires some employees to undertake duty of a shift work nature to meet the operational needs of the organisation at any point in time.

D.3.18 The Bureau is committed to maintaining a healthy and safe environment for all staff and recognises that business needs can be safely met through a range of rostering solutions with shifts of differing lengths including 12 hour shifts.

- D.3.19 Schedule 5 of this Agreement, Rostering Design and Application, provides principles for shiftwork roster design that reflect sound Work Health and Safety practices and all rosters must be assessed against those Principles. In extraordinary circumstances, where variations from the Principles are required, they must be approved by the General Manager or State/Territory Manager. Further information about shift work design and fatigue management may be found in the Bureau's *Fatigue Management Policy and Procedure*.
- D.3.20 The introduction of shift work or a new roster or arrangement of shift cycles may be approved after consultation with relevant employees. Requests for new rosters can be instigated by staff, or by management, and consultation will include consideration of employee input regarding the ways to best meet the operational, health, safety and well-being needs of the organisation.
- D.3.21 During the consultation phase, the Bureau will consider any reasonable employee requests for shift patterns or rosters that meet the needs of the business and align with the Principles outlined in Schedule 5.
- D.3.22 Where multiple suitable rosters that meet operational, health, safety and well-being requirements of the organisation are proposed, the consultation phase should seek the preferences of relevant employees. Where majority agreement cannot be achieved, the Bureau will implement an appropriate roster.
- D.3.23 The Principles must be considered when arranging shift swaps by the employee and the Manager.

Shiftwork

- D.3.24 An employee will be a shift worker if they are rostered to perform ordinary duty outside the period 0630 to 1800, Monday to Friday and/or Saturdays, Sundays and Public Holidays for an ongoing or fixed period.
- D.3.25 The introduction of shift work or a new roster or arrangement of shift cycles may be approved by the Agency Head, after consultation with the relevant employees, in accordance with D.3.20-D.3.22.
- D.3.26 Except at the regular changeover of shifts, an employee should not be required to work more than one shift in each 24 hours.
- D.3.27 With Agency Head approval, an employee may swap shifts or rostered days off, provided the arrangement does not confer on any employee an entitlement to an overtime payment.
- D.3.28 Shift workers will be paid the following penalty rate in addition to their ordinary salary for the shift.

| Rostered time of ordinary duty | Penalty rate |
|--|--------------|
| Ordinary duty performed on a shift from Monday to Friday, any part of which falls between 1800 and 0630 | 15% |
| Ordinary hours worked continuously for a period exceeding four weeks on a shift wholly within the hours of 1800 and 0800 (with the exception as prescribed at clause D.3.29) | 30% |
| Ordinary duty performed on Saturday | 50% |
| Ordinary duty performed on Sunday | 100% |
| Ordinary duty performed on a Public Holiday | 150% |

- D.3.29 A part-time shift worker may be entitled to the 30% penalty shown in the Table above only where:
- (a) their rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle than an equivalent full-time employee; and
 - (b) the shift they work is part of a full-time shift and the full-time shift falls wholly within the hours of 1800 and 0800.
- D.3.30 Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based upon salary, nor will they be paid for any shift for which any other form of penalty payment is made under this Agreement.
- D.3.31 Change to rostered hours of duty can be by mutual consent between employees and the Bureau at any time or by amendment of the roster on seven days' notice by the Bureau.
- D.3.32 In the absence of consent or seven days' notice, particular payment conditions apply. Refer to clauses D.6.15 and D.6.16 for these payment conditions.

Public Holiday Duty for Shiftworkers

- D.3.33 Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, that shift worker will, in respect of a public holiday which occurs on a day on which they are rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.
- D.3.34 Where it is not practicable to grant a day off under clause D.3.33, the shift worker will be paid one day's pay at the ordinary rate.
- D.3.35 Clauses D.3.33 and D.3.34 do not apply to public holidays specified in clause E.25.11.
- D.3.36 The minimum additional payment payable for ordinary duty performed on a holiday for each separate attendance will be four hours.

D.4 Part-time Employees

- D.4.1 Proposals for part-time employment may be initiated by the Agency Head for operational reasons or by an employee for personal reasons. Employees will not be required to convert from full-time to part-time hours, or to move to other duties to make way for part-time employment, without their written agreement.
- D.4.2 For full-time employees, approval of a part-time work agreement will apply for a period determined by the Agency Head and in accordance with clause D.3.5. At the end of the relevant period, the employee will revert to full-time hours, unless they make a further request to work part-time hours and the Agency Head approves a further part-time work agreement. Where a proposal is initiated by an employee, the Agency Head will have regard to the personal reasons presented by the employee in support of the proposal and to the Bureau's operational requirements.
- D.4.3 An approved part-time work arrangement cannot be varied or revoked, unless agreed in writing by the employee and the Agency Head. If the employee moves or is directed to move to another position within the Bureau, they may be required to seek approval of the Agency Head to continue to work part-time.

D.5 Working from Home

- D.5.1 Further information may be found in the Bureau's *Working from Home Policy and Procedure*.

D.5.2 Applications for Home Based Work, including the provision of equipment, will be considered on a case-by-case basis. Before approval can be granted, an assessment of the suitability of the home workplace, in terms of WHS and security, will be conducted. Unless otherwise agreed, an employee may perform no more than 60% of their ordinary weekly hours of duty at home.

D.6 Overtime

D.6.1 If an employee at or below the APS 6 classification is requested to perform work:

- (a) outside their normal span of ordinary/rostered hours of duty; or
- (b) in excess of the weekly hours or ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts; and
- (c) the request is made to the employee during their ordinary hours of duty

overtime will be paid at the rates specified in clauses D.6.2 and D.6.3. The employee's personal circumstances will be considered when overtime is being requested and the employee may decline the request to work overtime.

D.6.2 The overtime rates for day workers are:

- Monday to Saturday – 150% of the ordinary rate of pay for the first three hours and 200% thereafter;
- Sunday – 200% of the ordinary rate of pay;
- Public Holidays - 250% of the ordinary rate of pay outside of standard hours. For duty within standard hours, payment will be 150%, which is additional to the single time being paid within salary for the ordinary hours of the public holiday.

D.6.3 The overtime rates for shift workers are:

- Monday to Friday – 150% of the ordinary rate of pay for the first three hours and 200% thereafter;
- Saturday to Sunday – 200% of the ordinary rate of pay;
- Public Holidays - 250% of the ordinary rate of pay.

D.6.4 Clauses D.6.2 and D.6.3 will not apply to part-time employees, unless their total ordinary duty and overtime exceeds:

- (a) 7 hours and 21 minutes ordinary and overtime duty on any day; or
- (b) 36 hours and 45 minutes ordinary and overtime duty in any week.

D.6.5 An employee's salary for the purpose of calculation of overtime will include any allowance in the nature of salary. Allowances in the nature of salary are those that are paid during periods of Recreation Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

D.6.6 Employees are required to have a rest break of at least eight hours, plus reasonable travelling time, between ceasing duty on any day (or shift) and commencing work on the next day (or shift), without suffering a loss of pay. Where such a break is not possible, the employee will be paid double the regular rate of pay until they have such a break.

Time off in Lieu of Overtime (TILOT)

- D.6.7 TILOT may be granted to an APS1 to APS6 employee where the employee and their supervisor agree on either:
- (a) an hour for hour basis with an entitlement to a residual payment e.g. for three hours work, three hours would be time off plus three hours paid at 50%, in lieu of three hours overtime at time and a half, or
 - (b) on a penalty time basis e.g. three hours' work would be 4.5 hours' time off in lieu of pay.
- D.6.8 Agreement to these arrangements must be obtained before overtime is worked.
- D.6.9 Where TILOT was agreed and the employee has not been granted that time off within four weeks, the employee may choose to take the payment of the original entitlement.
- D.6.10 At any point where TILOT is paid, the payment will be made at the rate of the original entitlement in accordance with clause D.6.7(b).
- D.6.11 TILOT must be taken within 12 months of it accruing. Recreation or Long Service Leave will not be granted where a TILOT balance remains. If TILOT is not taken within 12 months, it will be paid out in accordance with clause D.6.10.
- D.6.12 The TILOT arrangements described in clauses D.6.7 to D.6.11 will also apply to an employee at a higher classification than APS6, where that employee is eligible for overtime payments under clause D.7.4.

Minimum Payment

- D.6.13 An employee will be paid four hours at the prescribed overtime rate for each separate overtime attendance which is not continuous with ordinary duty. Where more than one attendance is involved, the minimum overtime payment may not operate to increase the employee's overtime remuneration beyond the amount the employee would have received had they remained on duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.
- D.6.14 If a shift worker works a 12 hour shift, they would not normally work overtime where it falls within a period of 12 hours either side of a normal day or night shift. In all but exceptional circumstances the maximum length of time a shift worker should have to remain on duty is 14 hours, including their 12 hour shift and a two hour overtime period, before or after the shift.

Change of shift without seven days' notice – shift worker

- D.6.15 If seven days' notice of a roster change is not given by the Bureau, a particular payment rate will be made, until seven days' notice has been achieved.

The particular payment rate will be as follows:

- (a) the appropriate overtime rates for work outside the previously rostered hours of duty; and
- (b) the appropriate penalty payment rates (specified in clause D.3.28) for the hours worked of the original roster; and
- (c) employees will not be paid for hours not worked of the original roster but will not be financially disadvantaged as a result of the shift change.

- D.6.16 The conditions of clause D.6.15 do not apply when the Bureau is unable to give seven days' notice because of the sickness or unanticipated absence of another employee. In such cases, clauses D.6.1 to D.6.14 (overtime) and/or clause D.6.19 (Emergency Duty) apply for those parts of the shift that are outside the normal rostered hours. Any hours of the original rostered shift that are not worked are deducted as single rate salary.

Change of shift without seven days' notice – Extreme Weather Events

- D.6.17 If there is a declared extreme weather event (as defined in Schedule 1 Interpretations and Definitions) and a non-shift working employee is directed to alter their work hours for a defined period, a particular payment rate will be made.

The particular payment rate will be as follows:

- (a) the appropriate overtime rates for work outside the standard hours of duty; and
 - (b) employees will not be paid for hours not worked within the standard hours of duty but will not be financially disadvantaged as a result of the altered work hours.
- D.6.18 Clause D.6.17 does not apply when the change of hours is due to the sickness or unanticipated absence of another employee.

Emergency Duty

- D.6.19 When an employee is called to duty to meet an emergency at a time when they would not ordinarily have been on duty, and no notice was provided to the employee prior to ceasing ordinary duty, they will be paid 200% of their ordinary rate of pay for the hours worked and for the time spent travelling to and from duty. The minimum payment for emergency duty is two hours at double time.

D.7 Time Off in Lieu (TOIL)

- D.7.1 There is a reasonable expectation that Executive Level employees (ELs), because of their senior work roles and responsibilities, will be required, from time to time, to undertake additional hours of work, consistent with the relevant FW Act provisions. EL employees from non-shift working environments are able to access TOIL on an "hour for hour" basis, for additional hours worked.

- D.7.2 Time taken by ELs under TOIL arrangements should be agreed in advance between an employee and their manager. In reaching agreement, ELs and their manager will have regard to:

- operational requirements and workload priorities;
- the need to balance work and personal life;
- the number of additional hours worked; and
- any other relevant factors.

- D.7.3 TOIL will be administered in a fair and consistent manner. Requests for time off will not be unreasonably refused. Managers will have regard to the Bureau's commitment to maintaining work/life balance. TOIL should be taken as soon as practical after the additional hours are worked, as agreed between the manager and EL employee.

- D.7.4 An employee performing the duties of an Executive Level role will only be entitled to claim overtime if they are supporting Category One systems (clause D.9) or a State/Territory Manager or General Manager certifies that the employee has been, or will be, required to perform additional hours of duty due to:

- (a) urgent or essential operational forecasting duties; or
 - (b) non-discretionary emergency work in support of operational services.
- D.7.5 In this circumstance, overtime will be applied in accordance with clauses D.6.2 (for day workers) and D.6.3 (for shift workers). An employee's personal circumstances will be considered when overtime is being requested and an employee may refuse to work overtime if the additional hours are unreasonable, in accordance with the FW Act.

D.8 Restriction Duty – Other than Category One System Support

- D.8.1 An employee may be directed (in writing) to be contactable and available to perform extra duty outside their ordinary hours of duty.
- D.8.2 If an employee receives a direction and remains contactable and available, they will be paid an allowance for each hour or part thereof. The payment rates are:
- (a) Monday to Friday – 7.5% of the employee's hourly rate of salary;
 - (b) Saturday and Sunday – 10% of the employee's hourly rate of salary; and
 - (c) public holidays – 15% of the employee's hourly rate of salary.
- D.8.3 Where the employee has been restricted (entitling them to restriction allowance) and is required to perform duty, but not recalled to a place of work, overtime payment will be made, subject to a one hour minimum payment.
- D.8.4 Where the employee has been restricted (entitling them to restriction allowance) and is recalled to duty at a place of work, outside their normal hours, overtime payment will be made, subject to a three hour minimum payment.
- D.8.5 Any part of a period of restriction for which the employee receives an overtime payment will not be included for calculating payments under clauses D.8.2 or D.8.3.
- D.8.6 The employee's salary for the calculation of the restriction allowance includes any Temporary Assignment of Duties allowance and any other allowances in the nature of salary.
- D.8.7 Unless authorised by the Agency Head, employees at or above the EL1 level will not be eligible to receive payment. Where approval has been made for payment of restriction allowance to employees at or above EL1 level, payment will be made at the salary payable at the maximum of the APS 6 classification unless otherwise authorised by the Agency Head.

D.9 Restriction Duty - Category One System Support

- D.9.1 The following provisions apply to employees required to undertake duty of a restricted nature, or extra duties, in support of Category One systems. Systems so identified are those whose failure has an immediate and serious impact on essential Bureau operations and delivery of essential services.
- D.9.2 The conditions that apply to an employee who is restricted for Category One system support are the same as those described in clause D.8, with the exception of the following variations:
- (a) the payment rates, which are as follows:
 - i. Monday to Friday – 8.5% of the employee's hourly rate of salary;
 - ii. Saturday and Sunday – 11% of the employee's hourly rate of salary; and
 - iii. public holidays – 16% of the employee's hourly rate of salary; and
 - (b) Employees classified at the EL1 level and above will be eligible to receive restriction and overtime payments, with the rate of payment not limited by the employee's classification.

PART E LEAVE ARRANGEMENTS and OTHER ABSENCES

Further information on leave and absences may be found in the Bureau's *Leave Arrangements and Other Absences Policy*.

E.1 General Provisions

- E.1.1 The employee must obtain the prior approval of their supervisor for all periods of leave (except for as noted in clause E.1.2) and provide reasonable notice of any intended period of leave.
- E.1.2 If illness, injury or an emergency prevents the employee from seeking prior approval for a period of leave, they must notify an appropriate person, in accordance with the reporting arrangements of their workplace, as soon as reasonably practicable of their absence but normally within one hour of their required starting time, and the reason for and the expected length of the absence.
- E.1.3 The Agency Head may require an employee to provide evidence to access leave under Part E.
- E.1.4 The Agency Head will re-credit a period of leave if an employee is recalled to duty while on leave, or the employee's leave is cancelled without reasonable notice. Reimbursement of expenses may also be considered under clauses F.6.1 and F.6.2.

Casual's access to leave

- E.1.5 Casual employees are not entitled to paid leave, other than long service leave. They are also not entitled to payment for public holidays on which they are not rostered to work.

Portability of Leave

- E.1.6 Where an employee joins the Bureau from an employer staffed under the PS Act, the *Parliamentary Services Act 1999* or from the ACT Government Service, the employee's unused accrued Recreation leave and Personal/Carer's Leave (however described) will be transferred, provided that any break in employment between the employers is no more than two months. Future entitlements to leave will accrue at the rate applying in the Bureau.

E.2 Recreation Leave

Accrual of Recreation Leave

- E.2.1 A full-time employee is entitled to 147 hours (20 days) paid Recreation Leave per year of service which accrues progressively. If the employee is part-time, they will accrue leave on a pro-rata basis. Employees may apply to use their recreation leave as it accrues.
- E.2.2 Absences which do not count as service totalling more than 30 calendar days per year reduce the next recreation leave credit. Unauthorised absences of one day or more will reduce the next recreation leave credit.

Extra Recreation Leave and Payment Arrangements for Shift workers

- E.2.3 Shift workers will be entitled to an additional 3 hours and 41 minutes paid leave for each Sunday rostered and worked, up to a maximum of 36 hours and 45 minutes per calendar year. A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation.
- E.2.4 Part-time employees will be entitled to a pro-rata amount of the full-time employee entitlement described in clause E.2.3.

E.2.5 Shift workers, other than those working shifts which attract penalties totalling less than 17.5% of salary, are entitled to payment of half the penalties which their shift roster pattern would have attracted but for the taking of leave. Public Holiday shift penalties are excluded, on the basis that they are not payable during periods of Recreation Leave.

Extra Recreation Leave for Field Work

E.2.6 An employee who is paid a Field Work Allowance (clause F.2) will be entitled to an additional one half day of Recreation Leave per year for every full weekend - 48 hours, (Saturday and Sunday) spent away from home on field work, up to a maximum of (36 hours 45 minutes) per year. Extra Recreation Leave for Field Work cannot accrue for the same day(s) as extra Recreation Leave for Duty at Sea (clause E.2.9).

Extra Recreation Leave for Remote Localities

E.2.7 Additional Recreation Leave will accrue at the rate specified for additional leave localities in the Table below.

| Region | Locations | Additional Hours and Minutes of Leave per year |
|--------|--------------------------------------|--|
| NSW | Lord Howe Island | 36 hours 45 minutes |
| NT | Alice Springs | 36 hours 45 minutes |
| | Tindal (Katherine), Nhulunbuy (Gove) | 51 hours 27 minutes |
| QLD | Willis Island | 51 hours 27 minutes |
| WA | Broome, Exmouth (Learmonth), | 36 hours 45 minutes |
| | Giles | 51 hours 27 minutes |
| Other | Norfolk Island | 22 hours 3 minutes |
| | Cocos (Keeling) Islands | 51 hours 27 minutes |
| | Antarctica | 147 hours |

E.2.8 Special arrangements may apply for employees at Cairns, Townsville and Darwin (see clause F.21).

Extra Recreation Leave for Duty at Sea

E.2.9 An employee who is eligible for Duty at Sea allowance and who is classified as either category A or category B (see clause F.3) will receive an additional 7 hours 21 minutes Recreation Leave for every Sunday or part thereof and /or public holiday or part thereof that the employee is confined on a vessel at sea. Extra Recreation Leave for Duty at Sea cannot accrue for the same day(s) as extra Recreation Leave for Field Work (clause E.2.6).

Cash out of Recreation Leave

E.2.10 Employees may be permitted to cash out their Recreation Leave credits on the following basis:

- (a) Cash-out of up to 10 days (2 weeks) per year of any Recreation Leave credit in excess of 40 days (8 weeks); or

- (b) Cash-out of up to 10 days (2 weeks) Recreation Leave credit per year provided that the employee has taken at least 2 weeks Recreation Leave or Long Service Leave in the previous 6 months and the cash-out does not result in the employee's remaining accrued entitlement to Recreation Leave being less than four weeks.

E.2.11 Where permitted, the cash-out agreement will be in writing and the employee will be paid the amount that would be payable if the employee had taken the leave they are cashing out.

Excess Recreation Leave

E.2.12 Employees who have two or more years Recreation Leave credit (equivalent for shiftwork and remote employees and pro-rata for part-time employees) may be directed to take that Recreation Leave credit that is in excess of the two years credit.

E.2.13 The employee may be directed to take the entire amount of Recreation leave that is in excess, or the pro-rata equivalent for part-time, shiftwork or remote employees.

E.2.14 Before a direction to take Recreation leave is given, the employee and manager must meet to discuss a plan to reduce the employee's leave balance and consideration must be given to the future leave plans and individual circumstances of the employee. The manager will seek to reasonably accommodate the employee's preference as to when the excess Recreation leave is taken, subject to operational requirements.

E.3 Employee Funded Extra Leave (EFEL)

E.3.1 An employee has the option of taking up to four weeks leave without pay per year, subject to a minimum continuous period of one week being taken, with the loss of income for the period of leave spread evenly over a nominated 12 month (or lesser) period.

E.3.2 Approval for employees to purchase leave will be subject to operational requirements and consideration of the needs of the employee.

E.3.3 EFEL utilises the existing leave without pay provisions, with its effect on leave accruals, salary advancement and superannuation the same as for leave without pay for private purposes that does not count for service.

E.4 Personal/Carer's Leave (PCL)

E.4.1 PCL is available for:

- (a) personal illness or injury;
- (b) caring for, and support of, members of the employee's family as described at Schedule 1 Interpretations and Definitions.

E.4.2 With the exception of an employee who has had their prior service recognised for PCL purposes under clause E.1.6, an employee who is full-time ongoing or full-time non-ongoing will be credited with an accrued balance of 147 hours of paid leave on the date of engagement. A PCL year is defined as being from the date of engagement to 31 December in the year of commencement, and from 1 January to 31 December of each year thereafter. A part-time employee will accrue leave on a pro-rata basis in accordance with their approved hours of work.

E.4.3 Further to the initial credit described in clause E.4.2, after engagement PCL will accrue daily and be credited on the first day of every month, at the rate of 12 hours 15 minutes per full month, pro-rated for part-time employees.

- E.4.4 A casual employee is not entitled to accrue or apply for paid PCL. Such employees will be entitled to two days unpaid PCL for carer's purposes for each occasion the leave is required.
- E.4.5 A full-time (pro-rata for part-time) employee may be granted PCL with pay subject to available credits, without the need to produce supporting evidence for:
 - (a) five days/shifts for personal injury/illness in any PCL year; and
 - (b) five days/shifts for caring purposes in any PCL year; and
 - (c) for no more than three consecutive days/shifts for the purposes of personal injury/illness or leave for caring purposes.
- E.4.6 Except as provided for in legislation, an employee may not, without the employee's consent, have their employment terminated due to inability to perform duties because of physical or mental incapacity before the employee's full-pay PCL credit has expired.
- E.4.7 PCL does not attract shift penalties and counts as service for all purposes.
- E.4.8 An employee may apply to access PCL at half pay, subject to the production of satisfactory supporting evidence. If leave is granted under this clause, PCL will be deducted from the employee's balance at half the usual rate.
- E.4.9 Absences which do not count as service totalling more than 30 calendar days per year reduce the next PCL credit. Unauthorised absences of one day or more will reduce the next PCL credit.
- E.4.10 Subject to the production of satisfactory supporting evidence, an employee may apply for PCL during a period of their recreation or long service leave. The employee's recreation or long service leave will be re-credited to the extent of the period of PCL granted.
- E.4.11 PCL without pay may be granted where paid PCL credits are exhausted.

Evidence for taking PCL

- E.4.12 Evidence of this clause means:
 - (a) a medical certificate
 - (b) a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate, and/or
 - (c) with the agreement or direction of the Agency Head another form of evidence, including no evidence.
- E.4.13 If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and, where applicable, why it was not reasonably practicable for them to obtain a medical certificate.
- E.4.14 If the employee does not provide the required evidence within a reasonable period, the absence may be treated as an unauthorised absence.

E.5 War Service Sick Leave

- E.5.1 An employee may be eligible to be granted War Service Sick Leave (WSSL) while unfit for duty because of a war-caused condition.
- E.5.2 A war-caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or Defence-caused.
- E.5.3 An eligible employee is entitled to:
 - (a) a special credit of nine weeks' war service sick leave; and

- (b) accrue a three week annual credit on commencement, and again following each 12 months of service, with unused annual credits will accumulate to a maximum of nine weeks.
- E.5.4 The special credit must be used before the annual credits. Where an employee's war service sick leave credits have expired, Personal/Carer's Leave provisions will apply.
- E.5.5 The Agency Head may only grant WSSL when an employee is unfit for duty due to a war-caused or Defence-caused condition. The employee will need to produce a statement from the relevant Commonwealth agency administering veterans' affairs stating what condition(s) have been accepted as being war or Defence caused.
- E.5.6 WSSL is paid and counts as service for all purposes.

E.6 Compassionate Leave

- E.6.1 Subject to the provision of reasonable evidence (as determined by the Agency Head), the Agency Head will approve up to three work days/shifts of unpaid Compassionate Leave (to casual employees) or up to three working days/shifts of paid Compassionate Leave (to all other employees) on each occasion when a member of the employee's family or household as defined in Schedule 1 Interpretations and Definitions:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- E.6.2 The employee may be entitled to Compassionate Leave on the presentation of evidence that the Bureau reasonably requires of the illness, injury or death.
- E.6.3 Compassionate Leave for a particular permissible occasion need not be granted for consecutive work days/shifts.

E.7 Pregnancy Leave

- E.7.1 Employees (other than casual employees) may access additional paid leave to enable them to attend routine medical appointments associated with their pregnancy.

E.8 Parental Leave

Paid Maternity Leave

- E.8.1 Employees (other than casual employees) who are pregnant, or who have given birth, are covered by the provisions of *the Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- E.8.2 Employees with an entitlement to paid leave under the ML Act are entitled to up to 12 weeks' paid leave under that Act, and are entitled to an additional two calendar weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave provided by the ML Act.

Special Maternity Leave

- E.8.3 An employee with no other entitlement to leave may be entitled to a period of unpaid leave (Special Maternity Leave) in accordance with the FW Act if the employee suffers from a pregnancy-related illness or their pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Unpaid Parental Leave

- E.8.4 An eligible employee for the purposes of unpaid Parental Leave is an:

- (a) employee who has completed at least 12 months of continuous service in the APS; and
 - (b) in relation to adoption or permanent foster care leave, an employee who is assuming care of a child who:
 - i. is under 16 years of age;
 - ii. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - iii. is not (otherwise than because of the adoption or foster arrangement) a child of the employee or the employee's spouse/partner.
- E.8.5 An eligible employee is entitled to 12 months of unpaid parental leave (parental leave period) if the leave is associated with:
- (a) the birth of the child of the employee or the employee's spouse or de facto partner; or
 - (b) the placement of a child with the employee for adoption; or
 - (c) the placement of a child for whom the employee has assumed long-term responsibility in accordance with clause E.8.9; and
 - (d) the employee has, or will have, a responsibility for the care of the child.
- E.8.6 On ending the initial 12 months of unpaid parental leave, employees may request an extension of unpaid parental leave for a further period of up to 12 months. The second period of unpaid leave is to commence immediately following the initial leave period.
- E.8.7 A request made by a member of an employee couple (as defined in the FW Act) to extend their unpaid parental leave must specify any amount of unpaid parental leave the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts. The period of the extension cannot exceed 12 months and will be reduced by any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.
- E.8.8 Unpaid maternity or parental leave will not count as service, except for any unpaid leave taken during the first 12 weeks.

Paid Adoption and Foster Carer Leave

- E.8.9 Eligible employees who adopt or permanently foster a child are entitled to up to 12 months of parental leave under clause E.8.5. For primary caregivers, up to 14 weeks of that leave may be paid leave with the remainder being unpaid leave. The leave may be taken from one week prior to placement of the child and within six months after the date of placement.
- E.8.10 Where the completion of 12 months' continuous service referred to in clause E.8.4 (a) occurs after an employee has commenced leave, but within the first 14 weeks of that leave, payment will commence from the date of qualification and continue for the remainder of the first 14 weeks.
- E.8.11 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 permanent foster carer purposes.

Rate of Payment – Paid Parental Leave

- E.8.12 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary, with a maximum of 14 weeks of paid leave counting as service.

Treatment of Public Holidays

- E.8.13 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas – New Year Partial Closure) falls during a period of paid or unpaid maternity or parental leave.

Return to Work after Parental Leave

- E.8.14 On ending any form of parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act.

- E.8.15 On ending parental or maternity leave, an employee is entitled to return to:

- the employee's pre-parental/maternity leave duties; or
- if those duties no longer exist, to another available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. However, where this is not possible, the Agency Head must employ the employee in available duties that are nearest in status and remuneration to the duties referred to in this clause.

For the purpose of this clause, duties means those performed:

- (a) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - (b) if the employee began working part-time because of the pregnancy – immediately before part-time employment began; or
 - (c) otherwise – immediately before the employee commenced maternity or parental leave.
- E.8.16 An employee returning to duty from parental, foster carer's, adoption or maternity leave will, on application by the employee, be given access to part-time employment until the child has attained school age. If the pre-leave duties cannot be performed on a part-time basis, the Agency Head must provide other part-time duties at the same classification and pay or, where that is not possible, part-time duties that are nearest in status and remuneration to the duties referred to above.
- E.8.17 The part-time hours and days will be agreed by the manager and employee, taking into account the needs and circumstances of the employee and the Bureau.

E.9 Supporting Partner/Other Primary Caregiver Leave

- E.9.1 Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this agreement are entitled to two consecutive weeks (14 consecutive calendar days) of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- E.9.2 This leave is to be taken within three months of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas – New Year Partial Closure) falls during a period of leave provided by this clause.
- E.9.3 Documentary evidence as outlined in clause E.8.11, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.

E.9.4 This paid leave will count as service for all purposes. Employees who are eligible for paid Supporting Partner/Other Primary Caregiver Leave may elect to have the payment for that leave spread over a maximum of four weeks at a rate no less than half normal salary, with only the initial two weeks of paid leave counting as service.

E.10 Long Service Leave

E.10.1 An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

E.10.2 The minimum period for which Long Service Leave will be granted is seven calendar days at full pay (or 14 calendar days at half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

E.11 Defence Reservists Leave

E.11.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil their Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS) or Cadet Force obligations, subject to satisfactory evidence being produced.

E.11.2 An employee is entitled to Defence Reservists Leave with pay, for up to 20 working days/shifts during each financial year, and an additional 10 working days/shifts paid leave in the employee's first year of ADF Reserve service, for the purpose of fulfilling service in the ADF Reserve.

E.11.3 With the exception of the additional 10 working days/shifts in the first year of service, leave can be accumulated and taken over a period of two years.

E.11.4 In addition to the entitlement at clause E.11.2, 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.

E.11.5 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to 15 working days/shifts paid leave each financial year to perform those duties. For these purposes, "Cadet Force" means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.

E.11.6 Defence Reservists Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Recreation Leave.

E.11.7 Employees are not required to pay their tax free ADF Reserve salary to the Bureau in any circumstances.

E.12 Returned Soldiers Leave

E.12.1 Employees who are returned soldiers may be granted leave with pay for pension and medical purposes for up to two weeks per calendar year.

E.13 Ceremonial Leave

E.13.1 If an employee is an Aboriginal or Torres Strait Islander, they will be entitled to:

(a) up to two days leave with pay each year to participate in NAIDOC week or other cultural and/or ceremonial events; and

(b) up to 10 days unpaid Ceremonial Leave in any period of two calendar years, where it is connected with the death of a member of the employee's immediate family or extended family, or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

E.14 Jury Service

E.14.1 In accordance with the FW Act, an employee will be granted leave to attend jury service. The first ten days will be with pay. Further periods of jury service may be granted with pay.

E.15 Donating Blood

E.15.1 A supervisor and employee may agree to a mutually convenient time during normal working hours for an employee to attend a Blood Bank for the purpose of donating blood. Where agreement is obtained, formal application of leave is not required to be submitted by the employee.

E.16 Emergency Services Leave

E.16.1 Employees who are members of a recognised emergency management organisation will have access to leave each time the employee responds to an emergency call by the police or other authority. Up to four days of this leave will be paid.

E.16.2 Where employees are required to participate in regular training and ceremonial duties associated with their membership of a recognised emergency management organisation, unpaid leave may be granted.

E.17 International Sporting Events Leave

E.17.1 Employees who attend approved international sporting events as an accredited official or competitor may be granted leave with pay.

E.18 Household Emergencies / Natural Disasters

E.18.1 Where a household emergency has affected an employee, they may be granted leave with pay for the period necessary to secure their property and prevent further damage.

E.18.2 Where a natural disaster causes late arrival or non-attendance at work, or where an employee's home is partly or wholly uninhabitable for health and safety reasons as a result of a natural disaster, they may be granted leave with pay for up to two days.

E.19 Relocation Leave

E.19.1 An employee may be granted up to two days of leave with pay for the purpose of uplift and delivery of furniture and personal effects, where the relocation has been negotiated with the Agency Head.

E.20 Local Government Leave

E.20.1 Where an employee is elected as a Mayor or Shire President in local government, they may be granted leave with pay for up to five days a year. Where an employee is elected as a Councillor in local government, they may be granted leave with pay for up to three days per year for the purpose of attending council meetings.

E.21 Family Responsibility Leave

E.21.1 Employees with family responsibilities will be granted leave without pay for up to two years, subject to operational requirements.

E.22 Leave for Family and Domestic Violence

E.22.1 The Bureau is committed to providing a supportive, flexible and safe workplace for employees who are affected by family and domestic violence.

E.22.2 An employee affected by family and domestic violence may be granted Personal/Carer's Leave entitlements as per clause E.4, for the purposes of:

- (a) illness or injury affecting the employee resulting from family and domestic violence;

- (b) providing care or support to a family or household member who is ill or injured as a result of family and domestic violence; or
 - (c) providing care or support to a family or household member who is affected by an unexpected emergency as a result of family and domestic violence.
- E.22.3 Where an employee affected by family and domestic violence requires leave for purposes not covered by clause E.22.2 and where Personal/Carer's Leave entitlements are not applicable, or where an employee has exhausted their Personal/Carer's Leave entitlements, an alternative leave type may be granted, including Miscellaneous Leave as per clause E.23.
- E.22.4 These provisions apply in addition to any entitlements available under the NES.
- E.22.5 Further information may be found in the Bureau's *Family and Domestic Violence Policy and Procedure*.

E.23 Miscellaneous Leave

- E.23.1 The Agency Head may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement, for a purpose that the Agency Head considers to be in the interests of the Bureau, having regard to operational requirements.
- E.23.2 In considering an application for leave under this clause, the Agency Head will advise the employee of the decision. If leave is to be granted, the advice will state:
- (a) the period of leave;
 - (b) whether the leave is with or without pay;
 - (c) any conditions to which the leave is subject; and
 - (d) if the leave is granted without pay – if and on what basis it counts as service.

E.24 Payment on death or separation

- E.24.1 Where employment ceases because of an employee's death, an employee's accrued Recreation Leave and Long Service Leave entitlements may be approved by the Agency Head for payment to the employee's estate. Any monies owed to the Bureau may be deducted in accordance with clause C.8.
- E.24.2 Where their employment with the Bureau ceases other than by death, an employee will be paid in lieu of any unused Recreation Leave and Long Service Leave entitlements in accordance with legislation.
- E.24.3 Clause E.24.2 does not apply if the employee is ongoing and they cease employment with the Bureau on one day and commence employment with another APS agency on the next working day, or if the employee is non-ongoing and does not have a break in service between periods of engagement with the Bureau.

E.25 Public Holidays

- E.25.1 Employees, apart from a casual or an employee undertaking a period of Antarctic duty or Willis Island duty, are entitled to the following public holidays each year:
- (a) New Years' Day (1 January);
 - (b) Australia Day (26 January);
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Anzac Day (25 April);
 - (f) The Queen's Birthday holiday (on the day it is celebrated in a State or Territory, or a region of a State or Territory);
 - (g) 25 December (Christmas Day);
 - (h) 26 December (Boxing Day); and
 - (i) Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind or day or part day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- E.25.2 If under a law of a State or Territory, a day or part day is substituted for one of the public holidays listed in clause E.25.1, then the substituted day or part day is the public holiday.
- E.25.3 The Agency head 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.
- E.25.4 Where an employee performs duty on both Christmas Day and the substitute holiday, both days will attract payment at public holiday rates.
- E.25.5 An employee, who is absent on a day or part day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part 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.
- E.25.6 Where a public holiday falls during a period when an employee is absent on leave (other than recreation or paid PCL), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave on half pay, payment is at half pay).
- E.25.7 Where a public holiday falls during a period when an employee is absent on recreation or paid personal/carer's leave, the period of the holiday is not deducted from the leave entitlement.
- E.25.8 An employee must work or be on paid leave on either the working day before or the working day after a public holiday (or consecutive public holidays) to receive payment for the public holiday(s). The holidays occurring between Christmas and New Year each year will be regarded as consecutive.
- E.25.9 The Saturday following Good Friday will be considered a public holiday for payment and leave purposes.
- E.25.10 An additional Bureau-initiated leave day within the Christmas/New Year period will be considered a public holiday for payment and leave purposes. This day will be the weekday immediately after the Boxing Day public holiday (or its substitute).

- E.25.11 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 may only be made at the public holiday rate of pay if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause E.25.1(a) to (h).
- E.25.12 The Agency Head may require the Bureau, or part of the Bureau, to be kept open for the whole or part of a day which is to be observed under clause E.25.1.

E.26 Christmas – New Year Partial Closure

- E.26.1 The Bureau will reduce its normal day worker operations over the Christmas to New Year holiday period, from close of business on Christmas Eve to the start of the first working day after New Years' day (known as the "Christmas - New Year Partial Closure") due to the additional time worked under clause D.3.1.
- E.26.2 Non-shift workers are allowed to be absent for the last two day working days in December without having to take Recreation leave, flex leave or leave without pay. These two days will count as service for all purposes, and are in addition to the Bureau initiated leave day specified in clause E.25.10.
- E.26.3 If a part-time employee is not rostered/contracted to work on a shutdown day, they must be provided with the appropriate time off in lieu, to be taken within four weeks or at an alternative time convenient to the employee and his or her supervisor.

PART F ALLOWANCES and RELATED MATTERS

Further information on allowances and related matters, including the treatment of allowances for superannuation and severance payment purposes may be found in the Bureau's *Allowances and Related Matters Policy*.

F.1 Public Transport Loan Scheme

- F.1.1 The Agency Head will offer an interest free 12 month loan scheme to employees for the purpose of purchasing a yearly public transport pass. The cost of the yearly public transport ticket is to be advanced to employees via the payroll system and repaid over the course of 12 months (or a lesser period if agreed) via fortnightly payroll deductions.
- F.1.2 Once the advance has been paid to the employee, they must demonstrate that they have purchased the yearly public transport pass by producing the receipt/tax invoice within two weeks of receiving the advance. Failure to do so will result in the advance being treated as an overpayment and recovered in full in the next available pay period.
- F.1.3 Fortnightly repayments will continue regardless of whether or not the employee is utilising the public transport pass, e.g. on periods of leave.
- F.1.4 If an employee separates from the Bureau prior to repayment of the advance in full, the balance owing will be deducted from their final payment (or repaid prior to separation according to terms agreed between the Bureau and the employee).

F.2 Field Work Allowance

- F.2.1 Field Work Allowance at the rate of 12% of the daily rate of annual salary for the time spent away from the employee's home station, involving an overnight absence will be paid where:
 - (a) an employee undertakes maintenance, installation and inspection programs for the Bureau and these activities require the employee to be regularly absent from home; and
 - (b) the employee is an APS 6 (or equivalent) or below; and
 - (c) the employee is not in receipt of Duty at Sea allowance (clause F.3).
- F.2.2 The allowance will be paid for each night spent away from home.

F.3 Duty at Sea

- F.3.1 Duty at sea applies to employees confined onboard a vessel at sea, except those who are travelling by sea to take up a Bureau posting at Willis Island or those travelling to Antarctic or sub-Antarctic locations. Two categories of confinement are recognised:
 - (a) Category A – an employee who is a member of the Bureau's technical staff travelling by sea, and is provided with meals and accommodation en route, for purposes related to the deployment, recovery, maintenance, operation and inspection of Bureau systems and equipment around the Australian coastline.
 - (b) Category B – any other employee who travels by sea, on a vessel where meals and accommodation are not provided, to Bureau operational sites to undertake an authorised work program.

F.3.2 Category A employees are entitled to an allowance which is calculated as follows:

(a) A daily payment (for each 24 hour period or part thereof) in accordance with the formula:

$$\frac{\text{Annual Salary} \times 121\% \times 1.2}{313}$$

(b) For those periods of 24 hours or part thereof that fall on a Saturday, Sunday or public holiday, there will be a 50% loading on to the daily payment.

F.3.3 Category B employees are entitled to an allowance which recognises their confinement aboard a vessel at sea. For periods of confinement exceeding 12 hours one-way, the rate of payment will be \$132. For periods of confinement up to 12 hours one-way, the rate will be \$66.

F.3.4 Category A employees are not eligible to claim other allowances that compensate for additional hours of work (such as overtime and excess travel time) as they are not payable during the period spent on board the vessel. Category B employees may be eligible to claim overtime and excess travel time associated with their sea going assignments.

F.3.5 An employee will not be required to work at sea for:

(a) more than 85 days in any financial year except with the written consent of the employee; or

(b) a period of total duty in excess of 30 hours in any continuous 48-hour period; or

(c) a period of total duty in excess of 16 hours in any continuous 24-hour period; or

(d) more than 12 hours continuously (inclusive of breaks) in any watch.

F.3.6 While at sea, an employee may be required to work on any day inclusive of Saturday, Sunday and public holidays.

F.4 First Aid Allowance

F.4.1 If an employee possesses a current first aid certificate and continuing ability commensurate with that qualification, the Agency Head may appoint them a First Aid Officer. Further information can be found in the Bureau's First Aid Management Procedure. The nominated employee will be paid an allowance in accordance with the qualification required for those responsibilities. If the employee receives first aid training as part of their role and are not an appointed First Aid Officer, they will not receive an allowance.

F.4.2 Employees with appointed first aid responsibilities as First Aid Officers are required to have either of the following qualifications dependent of role and location:

(a) Provide First Aid; or

(b) Provide First Aid in Remote Situations.

F.4.3 Employees appointed under clause F.4.2 (a) shall receive an allowance of \$593 per annum with effect from the commencement of this Agreement, \$602 per annum with effect from the first anniversary of commencement and \$608 per annum with effect from 18 months after commencement.

F.4.4 Employees appointed under clause F.4.2 (b) shall receive an allowance of \$728 per annum with effect from the commencement of this Agreement, \$739 per annum with effect from the first anniversary of commencement and \$746 per annum with effect 18 months after commencement.

F.5 Loss or Damage to Clothing or Personal Effects

F.5.1 The Agency Head may approve reasonable reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work.

F.6 Cancellation of Leave or Recall to Duty from Leave Expenses

- F.6.1 Where an employee's leave is cancelled without reasonable notice or the employee is recalled to duty from leave in accordance with clause E.1.4, the Agency Head may approve the reimbursement of reasonable expenses incurred for non-refundable accommodation, travel deposits, advance fares and any additional transport costs associated with the employee's recall to duty, where expenses are not otherwise recoverable.
- F.6.2 If an employee is required to return from leave because of the Bureau's operational requirements, they will be reimbursed up to \$150 per week to a maximum of \$300 per year to assist in meeting paid care services for the employee's children and subject to the following:
- (a) employees employed on a short-term non-ongoing basis will only be paid in exceptional circumstances at the discretion of the Agency Head;
 - (b) the reimbursement will apply only on the days when the employee is at work except in exceptional circumstances determined by the Agency Head; and
 - (c) reimbursement will be net of any government subsidy provided to the employee.

F.7 Extra Care Dependant Costs

- F.7.1 The Agency Head may authorise reimbursement for the cost of necessary additional care (other than those arising from normal arrangements provided by family members) in circumstances where insufficient notice has been given by the Bureau for requiring the employee;
- (a) to travel away from their normal work location for business purposes;
 - (b) to work additional hours, or to attend a conference or training course outside the employee's regular hours of work; or
 - (c) to incur expense in other special circumstances which the Agency Head considers justified.

F.8 Isolated Establishment Allowance

- F.8.1 Subject to the eligibility criteria at clause F.8.2, where an employee is required to travel to a non-urban establishment (place of Bureau employment) to attend for ordinary duty or a period of extra duty, they will be paid an allowance in accordance with the following formula:

$$\text{IEA} = \text{Distance (km)} \times \text{Rate (per km)} \times 2$$

Where 'Distance' is the shortest distance by road between the non-urban isolated establishment and the nearest urban boundary, and 'Rate' is updated in accordance with clause B.10.2.

- F.8.2 An employee will not be eligible for payment of this allowance when:
- (a) they are travelling at the expense of the Commonwealth;
 - (b) they reside in a Bureau dwelling at the isolated establishment; and
 - (c) they are receiving payment of motor vehicle allowance or excess fares under this Agreement.

F.9 Allowance for Office Disruption

- F.9.1 Where building activities cause disruption at a Bureau workplace, the Agency Head and employees will consult as soon as practicable on the payment of an office disruption allowance. Where the disruption results in a temporary work relocation, the temporary location may not be the "usual place of work" for the purposes of clauses F.13 or F.14.
- F.9.2 "Building activities" means any construction, building, alterations or refurbishment activities which may cause disruption at an office location.

F.10 Overtime Meal Allowance

F.10.1 An employee will be paid a meal allowance when they work overtime after the end of ordinary duty, to the completion of or beyond a meal period. It is not necessary for the employee to take a meal break for a meal allowance to be paid.

F.10.2 A meal period will mean the following periods:

- (a) 0700 to 0900;
- (b) 1200 to 1400;
- (c) 1800 to 1900;
- (d) 2400 to 0100;

or another substitute period/s as determined by the Agency Head, in consultation with the affected employee(s). Such an arrangement will provide for four meal allowance periods in each 24 hour cycle.

F.10.3 An allowance is also payable for a meal when an employee:

- (a) is required to perform duty after a 30 minute break, paid or unpaid, and beyond their ordinary hours of duty;
- (b) is required to perform duty before they commence ordinary hours of duty and they take a break of at least 30 minutes for a meal, paid or unpaid; or
- (c) is required to perform duty on a day in addition to their normal weekly hours of duty and the duty extends beyond a paid or unpaid meal break of at least 30 minutes.

F.11 Cadets' Books and Equipment

F.11.1 A cadet employed under this Agreement through the Indigenous Cadetship Support (ICS) Program will be entitled to:

- (a) an ICS books and equipment allowance per semester (for up to two semesters per year) for books, equipment and fares for related purposes with the allowance rate set by that program; and
- (b) reimbursement for all compulsory fees paid during the year.

F.11.2 Any other cadet employed under this Agreement will be entitled to:

- (a) the payment of an annual allowance in accordance with the rate advised by the Bureau, to provide for books and equipment; and
- (b) reimbursement for all compulsory fees paid during the year.

F.12 Functional Allowance

F.12.1 An APS Level 4 (ITO Class 1) level employee will, after obtaining experience, be paid an allowance where they:

- (a) demonstrate and maintain initiative and technical competence; and
- (b) demonstrate the ability to work effectively with limited direction.

F.12.2 The allowance rates are:

- \$1839 per annum with effect from the commencement of this Agreement;

- \$1867 per annum with effect from the first anniversary of commencement; and
- \$1886 per annum with effect from 18 months after commencement.

F.13 Travel Arrangements

Domestic Travel

- F.13.1 Employees required to travel for official work purposes will have the reasonable costs of their accommodation, meals and other expenses met by the Bureau.
- F.13.2 Employees are entitled to economy class travel where required to travel on official business within Australia.
- F.13.3 If an employee becomes critically or dangerously ill while travelling for official work purposes, the Agency Head will reimburse the cost of fares reasonably incurred by one family member, as defined in Schedule 1, of the employee, and any child in that family member's care, to travel to visit the employee. Before reimbursement is provided to the employee, a certificate from a medical practitioner must be provided stating that the employee was critically or dangerously ill at the time the certificate was given or during a specified period.
- F.13.4 The provisions in clauses F.13.5 to F.13.13 will apply until such time as the systems developed in clause C.20 are implemented. The mode of implementation will be designed in consultation with employees, or where they choose, their representatives.
- F.13.5 Employees required to be absent from their usual place of work on official business for a period of not less than ten hours but not absent overnight, will be paid an allowance of \$43.
- F.13.6 Employees required to travel for official work purposes which require an overnight absence will have the reasonable costs met by the Bureau and be entitled to book suitable accommodation (where available) through the organisation's preferred accommodation provider.
- F.13.7 Employees required to travel for official work purposes which require an overnight absence will be entitled to an allowance in respect of meals and incidental expenses as updated in accordance with clause B.10.2.
- F.13.8 After an employee has resided in the one locality for a period of 21 days, the employee will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount considered to be reasonable in the circumstances, in accordance with clause B.10.2.
- F.13.9 Where employees are required to camp out, Camping allowance shall be payable subject to the requirements outlined on the intranet. Camping Outlay Allowance may be payable where employees use their personal camping equipment. Allowance rates are outlined on the intranet and are updated in accordance with clause B.10.2.
- F.13.10 Travelling allowances are in addition to the cost of conveyance.
- F.13.11 An employee who is travelling to a place of work in anticipation of permanent relocation to that place of work, and who has been advised in writing that the relocation is to be made permanent, will not be eligible to receive travelling allowance during employment at that place of work.
- F.13.12 Where the Agency Head is satisfied that the overall travelling allowance is insufficient to cover reasonable expenses, an adjustment to the allowance will be made.

F.13.13 Where an employee's travel expenses are met by the Bureau or another entity, any allowances payable under clause F.13 will be reduced accordingly. Where the original period of travel is reduced, and the employee has received travel allowance in excess of their entitlement, the excess would be recoverable.

F.13.14 Further information may be found in the Bureau's *Travel Guidelines*.

International Travel

F.13.15 The costs of an employee's accommodation and meals will be met by the Bureau (where these costs are not met by another party) when they are required to travel overseas on official Bureau business. Further information may be found in the *Overseas Travel Guidelines*.

F.13.16 Where the scheduled duration of the flight/s, from initial flight departure to flight arrival at final destination, is less than or equal to eight hours in total, the employee is entitled to Economy Class travel.

F.13.17 Where the scheduled duration of the flight/s, from initial flight departure to flight arrival at final destination, is greater than eight hours in total, the employee is entitled to Premium Economy Class. Where Premium Economy Class is not available, Business Class may be considered, subject to the approval of the Agency Head.

F.13.18 The Agency Head will determine a package of allowances to cover living and other costs incurred by an employee on a long-term (more than six months) overseas posting.

F.14 Excess Travelling Time

F.14.1 An employee may be entitled to be paid for reasonable time spent in travel or on duty when travelling or away from their usual place of work.

F.14.2 The payment will not be made unless the time exceeds:

(a) one half hour in any one day; or

(b) two and one half hours in any fortnight; and

(c) payment will not be made for more than five hours in any one day, from Monday to Friday, and for no more than 12 hours 21 minutes in any one day on Saturday, Sunday and Public Holidays.

F.14.3 The rate of payment will be:

(a) single time on Mondays to Saturdays; and

(b) time and a half on Sundays and Public Holidays.

F.14.4 An employee may also be entitled to be reimbursed for excess fares they have incurred performing duty at a place other than their usual place of work, when the cost of travelling to and from their temporary place of work is greater than the cost of travelling to and from their usual place of work. Where an employee performs home-based work, excess fares will be calculated from the employee's office-based site. An employee will not be paid an allowance under this clause where:

(a) their travel expenses are being met under clause F.13; or

(b) they have been notified, in writing, to proceed to a place of work in anticipation of that place becoming their usual place of work.

- F.14.5 An employee is not entitled to payment for excess travel time when their salary is in excess of the maximum salary point of an APS Level 6.
- F.14.6 Temporary assignment allowance will be regarded as salary for the purposes of calculating Excess Travelling Time.
- F.14.7 Further information on minimum time requirements, rate of payment and definition of salary may be found in the Bureau's *Allowances and Related Matters Policy*.

F.15 Motor Vehicle Allowance

- F.15.1 The Agency Head may authorise an employee's use of a private vehicle owned or leased by the employee, for official purposes, where it will result in greater efficiency or involve less expense.
- F.15.2 An employee will be paid an allowance in accordance with the rate, as adjusted, in accordance with the arrangements outlined at clause B.10.2.

F.16 Relocation Allowances and Assistance

- F.16.1 Further information on relocation arrangements may be found in the Bureau's *Relocation and Related Matters Policy*.
- F.16.2 If an employee relocates from one locality to another, and that relocation is at the initiative of the Bureau (including redeployment of an excess employee, or where organisational change programs require an employee's relocation), the employee will be eligible to be reimbursed for reasonable relocation costs as determined by the Agency Head.
- F.16.3 If an employee relocates from one locality to another, and that relocation is not at the Bureau's initiative but is determined by the Agency Head to be in the interests of the Bureau (including where an employee applies for and is selected for a role in a different locality), the employee may be eligible to be reimbursed for reasonable relocation costs, subject to negotiation with the Agency Head.
- F.16.4 Reasonable relocation costs may include the cost of removal/conveyance of the employee, their dependants and furniture and household effects, vehicle freight, short-term furniture storage, disturbance allowance, education costs assistance, assistance with meeting the costs of temporary accommodation, legal and other expenses (such as stamp duty) on the sale and purchase of a home and other costs that are directly associated with the relocation, subject to clauses F.16.1 to F.16.3 and approval by the Agency Head.
- F.16.5 If an employee relocates from one locality to another, and that relocation is not at the Bureau's initiative and is not determined by the Agency Head to be in the interests of the Bureau, the employee will not be eligible to be reimbursed for any relocation costs that they may incur.

F.17 Remote Locality Support

- F.17.1 If an employee works and resides at a remote locality as shown below, they will be entitled to the following allowances and assistance:
- (a) an annual District Allowance, paid fortnightly, in accordance with:
 - i. the grade of locality;
 - ii. the rate for the grade of locality as adjusted, in accordance with the arrangements outlined in clause B.10; and
 - iii. whether the employee has eligible dependants and/or an eligible partner/spouse;
 - (b) additional recreation leave at the rate specified in the table at clause E.2.7 if the employee is full-time, or a pro-rata amount if they are part-time.

District Allowance localities

| | | |
|-------------------------|---------------------|--------------------|
| Alice Springs | Giles | Nhulunbuy (Gove) |
| Broome | Exmouth (Learmonth) | Norfolk Island |
| Cocos (Keeling) Islands | Lord Howe Island | Tindal (Katherine) |
| | | Willis Island |

F.17.2 Special District Allowance arrangements may apply for employees at Cairns, Townsville and Darwin (see clause F.21)

Remote Locality Reunion Entitlement

F.17.3 The Remote Locality Reunion Entitlement (RLRE) refers to the annual reunion travel scheme which enables employees and their eligible dependants to travel from the remote locality at which they are stationed to their approved nominated capital city.

F.17.4 Employees (and their eligible dependants) stationed at the remote localities below will have access to RLRE in accordance with clauses F.17.6 to F.17.12.

| | | |
|-------------------------|---------------------|--------------------|
| Alice Springs | Exmouth (Learmonth) | Norfolk Island |
| Broome | Lord Howe Island | Tindal (Katherine) |
| Cocos (Keeling) Islands | Nhulunbuy (Gove) | |

F.17.5 Special RLRE arrangements may apply for employees at Cairns, Townsville and Darwin (see clause F.21).

F.17.6 The employee and their eligible dependants are entitled to one return flight per year (booked through the Bureau's travel system and at a reasonable time of the employee's choosing) from the remote locality at which they reside to their approved nominated capital city. A year, for the purposes of this clause, begins on the date of the employee's commencement in that locality (or on the anniversary of commencement for subsequent years), with the employee eligible for RLRE after each completed year in the locality.

F.17.7 If the employee has not accessed RLRE by the time that they are next entitled to RLRE, the earlier entitlement will lapse.

F.17.8 An employee may seek approval to drive from the remote locality at which they reside to their approved nominated capital city (and return) in lieu of the flight described at clause F.17.6. The employee will be paid mileage allowance calculated in accordance with clause F.15, up to the value of the equivalent airfare entitlement.

F.17.9 Where an employee transfers from one RLRE locality to another, the transfer will have no effect on the date at which the employee next becomes eligible for RLRE.

F.17.10 Employees who are stationed at the locality for less than one year are not entitled to RLRE.

F.17.11 An eligible dependant means a dependant of the employee who resides with the employee, is aged two years or older, and has an income, if any, of less than the APS Level 1 (under 18) salary.

F.17.12 The approved nominated capital city must be agreed by the Agency Head, and must satisfy at least one of the following criteria:

- (a) it is the capital city nearest the RLRE locality;
- (b) it is the capital city of the state or territory from which the employee was recruited to the Bureau;
- (c) it is the capital city of the state or territory in which a substantial period of Bureau service was undertaken; or
- (d) it is a capital city where there is an immediate family connection.

Where agreement cannot be reached, the nominated capital city will be the capital city of the state or territory from which the employee was recruited to the Bureau.

Additional fares for Employees at Nhulunbuy (Gove)

F.17.13 An employee stationed at Nhulunbuy (Gove) is entitled to be reimbursed for each relevant period of service, the cost of one return airfare to Darwin undertaken during the relevant period by the employee and each dependant who lives at that locality.

F.17.14 In this clause, relevant period of service means:

- (a) for an employee who has not completed a period of two years' service at Nhulunbuy (Gove) beginning on the day when the employee began, or last began duty at Nhulunbuy (Gove) – 24 months beginning on that day, and
- (b) in any other case – 24 months beginning on the day when the employee completed the preceding relevant period of service.

Additional Remote Locality Assistance

F.17.15 The Agency Head will approve additional assistance, including reimbursement for:

- (a) the associated costs of employee/dependant/attendant return domestic travel for necessary medical and/or dental treatment for the employee or dependant, where that treatment is not available at the usual remote locality, and subject to the following:
 - i. production of a certificate from a medical practitioner stating the nature of the illness and that the removal for treatment was required, or, in the case of dental treatment, production of a certificate from a qualified dentist stating the nature of the illness that that the removal for immediate treatment was required;
 - ii. travel costs reimbursed will be to the nearest locality where the medical/dental treatment can be provided;
 - iii. in the circumstance where the treatment is for the dependant, the dependant must reside with the employee;
 - iv. an attendant is any person who is necessary to accompany the employee or dependant; and/or
 - v. where circumstances prevent the employee/dependant/attendant from returning on the same day, the expenses reasonably incurred for accommodation will be reimbursed.
- (b) domestic fares for emergency and/or compassionate travel, in the circumstance where a member of the employee's family or partner's family dies, or becomes critically ill, and the employee or partner travels to the locality of that family member;

- (c) up to two return fares per school year for children attending school at a locality other than where the employee is stationed, for the purposes of attending school or for family reunion.

For the purpose of clause F.17.15 (b) family member means a partner/spouse, a child, a parent, a sibling and any other person who is, because of special circumstances, approved by the Agency Head as a close relative.

If the Agency Head authorises travel by a motor vehicle owned or hired by the employee or an employee's partner/spouse, the employee is entitled to be paid motor vehicle allowance under clause F.15.

- F.17.16 Special arrangements may apply for employees at Cairns, Townsville and Darwin (see clause F.21)

Allowance for High Electricity Charges at Norfolk Island

- F.17.17 An employee stationed at Norfolk Island is entitled to a subsidy in respect of charges for electricity supplied for domestic purposes to their residence, for no more than 400 kilowatt hours of electricity per month or where the allowance calculated is less than \$12, in accordance with the following formula:

$$A - (B \times C)$$

Where:

A = charge for electricity supplied

B = average Sydney city cost for kilowatt hour for the supply of the first 200 kilowatt hours of electricity

C = the number of kilowatt hours of electricity supplied.

Air-conditioning Subsidy

- F.17.18 If the employee is residing in a Bureau house, or is in receipt of Temporary Accommodation Allowance, in the following localities they will be paid an air-conditioning subsidy for the subsidy period at the rates indicated.

| Locality | Subsidy period | Rate | | | |
|---------------------|----------------|---|---|---|------------------------------------|
| | | No separate electricity meter | | | Separate electricity meter |
| | | One-room refrigerated air-conditioner installed | Two-room refrigerated air-conditioner installed | Three-room refrigerated air-conditioner or ducted air-conditioning system installed | |
| Broome | Sept - April | 50% of total charge for the period | 65% of total charge for the period | 70% of total charge for the period | 85% of total charge for the period |
| Exmouth (Learmonth) | Oct - March | | | | |
| Nhulunbuy (Gove) | Oct - April | | | | |
| Tindal (Katherine) | Sept - May | | | | |

If the subsidy period covered by an account is partly outside the relevant subsidy period the subsidy amount will be reduced by multiplying it by the following formula:

$$(2xA)/(A+B)$$

Where

A = the number of days covered by the account that are within the relevant subsidy period

B = the number of days covered by the account.

Other Remote Locality Matters

- F.17.19 Further information about the limits to payment, including the formula to calculate reduced payments and provisions covering the employee's absence from the locality and the definition of the relevant period of service may be found in the Bureau's *Allowances and Related Matters Policy*.

F.18 Antarctic Allowances

- F.18.1 Further information on Antarctic entitlements and conditions of service may be found on the Bureau's intranet.
- F.18.2 An employee will be paid allowances, in accordance with clauses F.18.2 to F.18.14 to compensate employees for the isolation, severity of the climatic conditions and the lack of amenities at this location. The employee will be paid at the rates, as adjusted, in accordance with the arrangements outlined in clause B.10.
- F.18.3 Employees on Antarctic duty are either:
- (a) Long term expeditioners: employees whose work is predominantly performed in Antarctica for a summer or winter tour of duty, are assigned duties via a Movement Notice and are identified as such by the delegate; or
 - (b) Short-term expeditioners: employees whose work is predominantly performed in Head or Regional office but are required to perform duties in Antarctica as part of their role or as a member of a project team.
- F.18.4 For allowance purposes, Short-term expeditioners will be regarded as Long-term expeditioners when they undertake duties in Antarctica, with the exception of Executive Level expeditioners as outlined in clause F.18.11.
- F.18.5 Where an employee is directed by the Agency Head to undertake duties as a Long-term expeditioner at a lower classification, they shall continue to be paid at the salary rate they would have received had they not been directed to go.
- F.18.6 While stationed in Antarctica, Long-term expeditioners will be paid the allowances set out clauses F.18.9 to F.18.14 in addition to their normal salary.
- F.18.7 Antarctic Duty Allowances specified in clauses F.18.9 to F.18.14 will be paid fortnightly, with salary, from the day of embarkation until the day of disembarkation, using the formula:
- $$\text{Fortnightly rate} = \text{annual allowance rate} \times 12 / 313$$
- F.18.8 The daily rate of the allowance is 1/14th of the fortnightly rate.

Allowance in Lieu of Overtime

- F.18.9 During a period of Antarctic duty employees (except those identified in clause F.18.11) will be paid an Allowance in Lieu of Overtime. Payment of the allowance is in recognition of the performance of primary duties which might, in other situations, be compensated by overtime, penalties, shift, roster, call-out, restriction, supplementary leave loading or other like payments.
- F.18.10 The allowance will be set at the rate of the lesser of:
- (a) 50% of the rate of salary applicable to an expeditioner, and
 - (b) 50% of the maximum rate of salary for an APS level 3 (ASO 3) employee.
- F.18.11 Executive Level (and equivalent) expeditioners are not entitled to Allowance in Lieu of Overtime unless a State Manager or General Manager certifies that the employee will be required to perform additional hours of duty for the reasons outlined in clause D.7.4 performing operational tasks, such as forecasting.

Common Duties Allowance

- F.18.12 During a period of Antarctic duty, employees will be paid a Common Duties Allowance in recognition of the need to perform reasonable additional duties that are unrelated to the employee's ordinary duties. An expeditioner is entitled to \$12,724 per annum with effect from the commencement of this Agreement, \$12,915 per annum with effect from 12 months after commencement of this agreement, and \$13,044 per annum with effect from 18 months after commencement of this agreement.

Antarctic Allowance

- F.18.13 During a period of Antarctic duty employees will be paid an Antarctic Allowance in recognition of working requirements and circumstances which might, in other situations, be compensated by functional, site, disability or other like allowances. The allowance is also in recognition of remoteness, isolation, weather, social debt, living conditions, lack of amenities, all forms of transportation and all other environmental factors associated with Antarctica.

Additional Responsibility Allowance

- F.18.14 Where an employee is selected to perform the role of deputy to a station leader, they will be paid an Additional Responsibility Allowance per annum, pro-rata, for the period of performance of that role.

F.19 Other Antarctic Conditions

Deductions from Pay

- F.19.1 During a period of Antarctic duty, personal expenses of the employee incurred by the Bureau on their behalf (e.g. personal telephone charges) will be repaid by the employee as soon as possible by deduction from their pay.

F.20 Willis Island Allowances

- F.20.1 An employee's tour of duty at Willis Island begins on the day of commencement of pre-embarkation training in Townsville and ends on the day the employee disembarks from the transportation vessel on the Australian mainland, or for the period specified in the Notice of Transfer, as approved by the Agency Head.

- F.20.2 While stationed at Willis Island, an employee will be paid the following, in addition to their normal salary:
- (a) an allowance of 55% of their annual salary (which may include Temporary Assignment of Duties allowance) for the tour of duty period. This payment is for an Allowance paid in lieu of the overtime and shift work provisions of this Agreement;
 - (b) \$6723 per annum to compensate the employee for the isolation and lack of amenities at Willis Island (Willis Island Allowance); and
 - (c) District Allowance.

F.21 Special Arrangements for Cairns, Townsville and Darwin

- F.21.1 In recognition of the former remote locality status of Cairns, Townsville and Darwin, employees working and residing in these localities at the commencement of this Agreement will be subject to the special arrangements outlined in clause F.21.
- F.21.2 Employees who are working and residing in Cairns or Townsville at the commencement of this Agreement will be entitled to:
- (a) District Allowance in accordance with clause F.17.1 (a);
 - (b) Remote Locality Reunion Entitlement (RLRE) in accordance with clauses F.17.4 to F.17.12, with the exception that the fare noted in clause F.17.6 is provided every second year only;
 - (c) Additional remote locality assistance in accordance with clause F.17.15; and
 - (d) Extra Recreation Leave, accrued at the rate of 0.4 additional weeks per year.
- F.21.3 Employees who are working and residing in Darwin at the commencement of this Agreement will be entitled to:
- (a) District Allowance in accordance with clause F.17.1 (a);
 - (b) Remote Locality Reunion Entitlement (RLRE) in accordance with clauses F.17.4 to F.17.12;
 - (c) Additional remote locality assistance in accordance with clause F.17.15; and
 - (d) Extra Recreation Leave, accrued at the rate of 1.0 additional week per year.
- F.21.4 The arrangements in clauses F.21.2 and F.21.3 will cease to apply when the employee is no longer working and residing in the former remote locality.
- F.21.5 Subject to clause F.21.6, employees who commence working and residing in Cairns, Townsville or Darwin after the commencement of this Agreement will not be eligible for the entitlements in clauses F.21.2 and F.21.3.
- F.21.6 Where an employee:
- (a) Successfully applies for a position in Cairns, Townsville or Darwin, and the position was advertised prior to the commencement of this Agreement; or
 - (b) Has, prior to the commencement of this Agreement, nominated to move to a position in Cairns, Townsville or Darwin as a result of a major restructure or new program,
- the conditions in clause F.21 will apply once the employee relocates to Cairns, Townsville or Darwin as if they have been working and residing in that location at the commencement of this Agreement.

Schedule 1 Interpretations and Definitions

For the purposes of this Agreement the following words and phrases have these definitions.

Agency Head: the Head of an Executive Agency as defined under the PS Act or an employee delegated or authorised to exercise the relevant powers of an Agency Head for the purpose concerned. In the Bureau the Agency Head is the Director of the Bureau of Meteorology.

Allowance in the nature of salary: an allowance which is paid during periods of recreation leave and on a regular basis. It is not an allowance which is a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

APS: the Australian Public Service.

Bureau: the Bureau of Meteorology.

Casual: a non-ongoing Australian Public Service employee who is engaged for duties that are irregular or intermittent. "Long term casual employee" is defined at s.12 of the *Fair Work Act 2009*.

Child/Children: includes an adopted child, an ex-nuptial child, a foster child, a stepchild or a ward.

Declared Extreme Weather Event: a period of time where extra staff are required to meet operational requirements due to severe weather, flooding, tsunami, solar activity, other natural disaster or contingency. The event is declared by a State/Territory Manager or General Manager and continues until such time as declaration is made that additional staff are no longer required for operational requirements.

Dependant: an employee's partner/spouse; and/or a child or parent of the employee or of the partner/spouse of the employee, being a child or parent who ordinarily resides with the employee, and who is wholly or substantially dependent upon the employee.

Dependent Child: is a child of the employee or of the partner/spouse of the employee who is less than 21 years old; or 21 years or over and a dependent of the employee.

De Facto Partner: a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.

Director: the Director of Meteorology as the Agency Head for the Bureau of Meteorology.

Employee: an employee employed by the Bureau of Meteorology within the meaning of the PS Act.

Expeditioner: means an employee who is part of an official Australian expedition to Antarctica.

Family: a family or household member who is:

- (a) a spouse or partner irrespective of gender (including a former spouse, de facto spouse or a former de facto spouse);
- (b) a child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the spouse of the employee;
- (c) a member of an employee's household; and/or
- (d) traditional kinship where there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs.

Family and Domestic Violence: means violent, threatening or other abusive behaviour by a person that seeks to coerce or control a member of the person's family and that causes that family member harm or to be fearful.

Fortnightly contribution salary (FCS): Fortnightly contribution salary is defined by the rules of the Public Sector Superannuation Accumulation Scheme (PSSap), currently specified as 1/26 of the greater of:

- Annual salary on commencement;
- Basic salary and any recognised allowances (as defined by the rules of the PSSap) being received on the employee's birthday; or
- The highest salary and any recognised allowances (as defined by the rules of the PSSap) received during the period from the previous birthday until the eve of the next birthday, subject to the salary maintenance rules as defined by the PSSap.

Foster Child: a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.

ICT: Information and Communication Technology.

NES: the National Employment Standards

Non-Urban Establishment: an establishment located more than five kilometres from the urban boundary within a 'locality' or 'rural balance' as classified by the Australian Bureau of Statistics in the latest 'Census Dictionary', published following completion of each Census of Population and Housing and no less than three months earlier than the date of travel.

Ordinary Hours of Duty: are the hours that have been agreed to in the employee's employment contract, or which are stated on the employee's roster, or which are specified in the employee's part-time work agreement.

Partner/spouse: a person who is living with the employee on a genuine domestic basis whether legally married to the employee or not without discrimination as to sexual preference or gender.

Period of Antarctic duty: for an employee – the period beginning on the day of embarkation of the employee at the port or airport specified in an itinerary approved by the Agency Head as the port or airport of embarkation for an expedition and ending on the day of disembarkation at a port or airport specified in the itinerary as the port or airport of disembarkation for an expedition.

Reimbursed: includes being partially reimbursed.

Salary for superannuation purposes: Salary for superannuation purposes is defined by the rules of the relevant superannuation fund, For private and self-managed funds, salary for superannuation purposes is defined by the rules of the Bureau's default superannuation fund.

SES: a Senior Executive Service employee as defined under the PS Act.

TILOT: Time off in Lieu of Overtime, available only to those below the Executive level classifications.

TOIL: Time Off in Lieu, available only to Executive level classifications from non-shift working environments.

Schedule 2 Rates of Pay and Adjustments

| APS Classification And Occupational Stream | | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase |
|---|----------------|------------------------------|--|---|--|
| Cadet APS (Work Placement) <i>Note: Salary is APS 1 level equivalent including junior rates</i> | under 18 (60%) | 25,871 | 26,777 | 27,178 | 27,450 |
| | at 18 (70%) | 30,183 | 31,240 | 31,708 | 32,025 |
| | at 19 (81%) | 34,926 | 36,149 | 36,691 | 37,058 |
| | at 20 (91%) | 39,238 | 40,611 | 41,220 | 41,633 |
| | Adult | 43,119 | 44,628 | 45,297 | 45,750 |
| | | 44,286 | 45,836 | 46,524 | 46,989 |
| | | 47,982 | 49,661 | 50,406 | 50,910 |
| Cadet APS (Full-time Study) <i>Note: Salary is 56.58% of work placement salary</i> | under 18 (60%) | 14,638 | 15,151 | 15,378 | 15,532 |
| | at 18 (70%) | 17,078 | 17,676 | 17,941 | 18,120 |
| | at 19 (81%) | 19,762 | 20,453 | 20,760 | 20,968 |
| | at 20 (91%) | 22,201 | 22,978 | 23,323 | 23,556 |
| | Adult | 24,397 | 25,251 | 25,630 | 25,886 |
| | | 25,057 | 25,934 | 26,323 | 26,586 |
| | | 27,148 | 28,098 | 28,519 | 28,804 |
| Trainee APS (Technical) | under 18 (60%) | 28,126 | 29,111 | 29,548 | 29,843 |
| | at 18 (70%) | 32,814 | 33,963 | 34,472 | 34,817 |
| | at 19 (81%) | 37,970 | 39,300 | 39,889 | 40,288 |
| | at 20 (91%) | 42,658 | 44,151 | 44,814 | 45,261 |
| | Adult | 46,877 | 48,518 | 49,246 | 49,738 |
| | | 47,712 | 49,382 | 50,123 | 50,624 |
| | | 49,933 | 51,681 | 52,456 | 52,981 |

| APS Classification And Occupational Stream | | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase | |
|---|--|---|--|---|--|--------|
| Trainee APS (Administrative) | Trainee Administrative Services Officer | Wage is according to Wage Level A of Schedule D to the <i>Australian Public Service Enterprise Award 2015</i> , as varied from time to time | | | | |
| Apprentice APS (Trades) <i>Note: salary is based on minimum point of APS Level 2 (General Services Officer 5)</i> | 1 st year of service-48% | 23,288 | 24,734 | 25,105 | 25,356 | |
| | 2 nd year of service-55% | 26,683 | 28,341 | 28,766 | 29,054 | |
| | 3 rd year of service-75% | 36,385 | 38,647 | 39,227 | 39,619 | |
| | 4 th year of service-88% | 42,693 | 45,346 | 46,026 | 46,486 | |
| Graduate APS | Graduate APS | 53,372 | 55,240 | 56,069 | 56,630 | |
| APS Level 1 (ASO Class 1, GSO 4) | Under 18 (60%) | 25,031 | 26,777 | 27,178 | 27,450 | |
| | at 18 (70%) | 29,202 | 31,240 | 31,708 | 32,025 | |
| | at 19 (81%) | 33,792 | 36,149 | 36,691 | 37,058 | |
| | at 20 (91%) | 37,963 | 40,611 | 41,220 | 41,633 | |
| | Adult | | 43,119 | 44,628 | 45,297 | 45,750 |
| | | | 44,286 | 45,836 | 46,524 | 46,989 |
| | | | 47,982 | 49,661 | 50,406 | 50,910 |
| APS Level 2 | ASO Class 2, GSO 5 & 6 | 49,786 | 51,529 | 52,302 | 52,825 | |
| | | 51,079 | 52,867 | 53,660 | 54,197 | |
| | | 54,564 | 56,474 | 57,321 | 57,894 | |
| | TO Level 1 | 49,786 | 51,529 | 52,302 | 52,825 | |
| | | 51,079 | 52,867 | 53,660 | 54,197 | |
| | | 54,564 | 56,474 | 57,321 | 57,894 | |
| | | 54,671 | 56,584 | 57,433 | 58,007 | |

| APS Classification | Occupational Stream | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase |
|--------------------|--|---------------------------|-------------------------------------|--|--|
| APS Level 3 | ASO Class 3, GSO 7 | 55,174 | 57,105 | 57,962 | 58,542 |
| | | 56,574 | 58,554 | 59,432 | 60,026 |
| | | 60,428 | 62,543 | 63,481 | 64,116 |
| | TO Level 2 | 55,174 | 57,105 | 57,962 | 58,542 |
| | | 56,574 | 58,554 | 59,432 | 60,026 |
| | | 60,428 | 62,543 | 63,481 | 64,116 |
| | | 60,551 | 62,670 | 63,610 | 64,246 |
| 61,034 | | 63,170 | 64,118 | 64,759 | |
| 64,574 | 66,834 | 67,837 | 68,515 | | |
| APS Level 4 | ASO Class 4, ITO Class 1 | 61,845 | 64,010 | 64,970 | 65,620 |
| | | 63,452 | 65,673 | 66,658 | 67,325 |
| | | 67,820 | 70,194 | 71,247 | 71,959 |
| APS Level 5 | ASO Class 5, GSO Level 9, TO Level 3 | 68,944 | 71,357 | 72,427 | 73,151 |
| | | 70,886 | 73,367 | 74,468 | 75,213 |
| | | 75,139 | 77,769 | 78,936 | 79,725 |
| APS Level 6 | ASO Class 6, ITO Class 2, | 76,025 | 78,686 | 79,866 | 80,665 |
| | | 79,848 | 82,643 | 83,883 | 84,722 |
| | TO Level 4, PO Class 2 | 86,438 | 89,463 | 90,805 | 91,713 |
| Executive Level 1 | SO Grade C, SITO Grade C, SPO Grade C, SO(T) Grade C, | 92,560 | 95,800 | 97,237 | 98,209 |
| | | 96,255 | 99,624 | 101,118 | 102,129 |
| | | 104,260 | 107,909 | 109,528 | 110,623 |

| APS Classification | Occupational Stream | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase |
|------------------------------|---|---------------------------|-------------------------------------|--|--|
| Executive Level 2 (Lower) | SO Grade B, SITO Grade B, SPO Grade B, SOT Grade B | 112,622 | 116,564 | 118,312 | 119,495 |
| | | 116,828 | 120,917 | 122,731 | 123,958 |
| | | 126,488 | 130,915 | 132,879 | 134,208 |
| | Senior Research Scientist | 112,622 | 116,564 | 118,312 | 119,495 |
| | | 121,030 | 125,266 | 127,145 | 128,416 |
| | | 132,386 | 137,020 | 139,075 | 140,466 |
| Executive Level 2 (Upper) | SO Grade A, SITO Grade A, SPO Grade A (Met), SPO Grade A (Eng) | 128,756 | 133,262 | 135,261 | 136,614 |
| | | 137,458 | 142,269 | 144,403 | 145,847 |
| | Principal Research Scientist | 133,446 | 138,117 | 140,189 | 141,591 |
| | | 137,088 | 141,886 | 144,014 | 145,454 |
| | | 150,734 | 156,010 | 158,350 | 159,934 |
| | Senior Principal Research Scientist | 153,079 | 158,437 | 160,814 | 162,422 |
| 173,705 | | 179,785 | 182,482 | 184,307 | |

| APS Classification | Occupational Stream | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase |
|------------------------|--|---------------------------|-------------------------------------|--|--|
| BoM Broadband 1 | | | | | |
| APS Level 3 | PO Class 1 | 56,574 | 58,554 | 59,432 | 60,026 |
| APS Level 4 | | 67,820 | 70,194 | 71,247 | 71,959 |
| APS Level 5 | | 68,944 | 71,357 | 72,427 | 73,151 |
| APS Level 5 | | 75,139 | 77,769 | 78,936 | 79,725 |
| BoM Broadband 2 | | | | | |
| APS Level 3 | PO Class 1 (Meteorologist – Experiential Learning Program <u>only</u>) | 56,574 | 58,554 | 59,432 | 60,026 |
| APS Level 4 | | 67,820 | 70,194 | 71,247 | 71,959 |
| APS Level 5 | | 68,944 | 71,357 | 72,427 | 73,151 |
| APS Level 5 | | 75,139 | 77,769 | 78,936 | 79,725 |
| APS Level 6 | PO Class 2 (Meteorologist – Experiential Learning Program <u>only</u>) | 76,025 | 78,686 | 79,866 | 80,665 |
| APS Level 6 | | 79,848 | 82,643 | 83,883 | 84,722 |
| APS Level 6 | | 86,438 | 89,463 | 90,805 | 91,713 |
| BoM Broadband 3 | | | | | |
| APS Level 6 | Research Scientist | 76,468 | 79,144 | 80,331 | 81,134 |
| Executive Level 1 | | 92,560 | 95,800 | 97,237 | 98,209 |
| Executive Level 1 | | 104,260 | 107,909 | 109,528 | 110,623 |

..... Denotes a salary barrier

| APS Classification | Occupational Stream | Existing Pay Points \$ | From Commencement 3.5 % Increase | From 1 st Anniversary 1.5 % Increase | From 18 months after EA commencement 1.0 % Increase |
|------------------------|--|---------------------------|-------------------------------------|--|--|
| BoM Broadband 4 | | | | | |
| APS Level 3 | TO2 Level 2 | 55,174 | 57,105 | 57,962 | 58,542 |
| APS Level 3 | | 56,574 | 58,554 | 59,432 | 60,026 |
| APS Level 3 | | 60,428 | 62,543 | 63,481 | 64,116 |
| APS Level 5 | TO3 Level 3 | 68,944 | 71,357 | 72,427 | 73,151 |
| APS Level 5 | | 70,886 | 73,367 | 74,468 | 75,213 |
| APS Level 5 | | 75,139 | 77,769 | 78,936 | 79,725 |
| BoM Broadband 5 | | | | | |
| APS Level 3 | PO Class 1 (Hyd) | 56,574 | 58,554 | 59,432 | 60,026 |
| APS Level 4 | | 67,820 | 70,194 | 71,247 | 71,959 |
| APS Level 5 | | 68,944 | 71,357 | 72,427 | 73,151 |
| APS Level 5 | | 75,139 | 77,769 | 78,936 | 79,725 |
| APS Level 6 | PO Class 2 (Hyd) | 76,025 | 78,686 | 79,866 | 80,665 |
| APS Level 6 | | 79,848 | 82,643 | 83,883 | 84,722 |
| APS Level 6 | | 86,438 | 89,463 | 90,805 | 91,713 |
| BoM Broadband 6 | | | | | |
| APS Level 3 | Indigenous Australian Government Development Program (IAGDP) | 56,574 | 58,554 | 59,432 | 60,026 |
| APS Level 4 | | 61,845 | 64,010 | 64,970 | 65,620 |
| APS Level 4 | | 63,452 | 65,673 | 66,658 | 67,325 |
| APS Level 4 | | 67,820 | 70,194 | 71,247 | 71,959 |

..... Denotes a salary barrier

Schedule 3 Supported Salary for Employees with a Disability

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

3.2 Definitions

In this schedule:

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

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

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

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

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

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

3.3 Eligibility Criteria

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

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

3.4 Supported wage rates

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

| Assessed capacity | % of prescribed Agreement rate |
|-------------------|--------------------------------|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |

| Assessed capacity | % of prescribed Agreement rate |
|-------------------|--------------------------------|
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

3.4.2 Provided that the minimum amount payable must be not less than \$84 per week, or at the rate as varied from time to time in accordance with the *Social Security Act 1991*(Cth).

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

3.5 Assessment of capacity

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

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

3.6 Review of assessment

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

3.7 Other terms and conditions of employment

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

3.8 Trial Period

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

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

3.8.3 The minimum amount payable to the employee during the Trial Period must be no less than \$84 per week.

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

3.8.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 3.5.

Schedule 4 Transitional Arrangements

The following clauses are subject to transitional arrangements:

Salary Advancement

Refer to clause B.4.

If on commencement of the EA, an employee has met the six month qualification period for salary advancement as stipulated in the *Bureau of Meteorology Enterprise Agreement 2011-2014* (EA 2011-14), they will not be required to meet the nine month eligibility criteria in clause B.4.2(c) in order to be eligible for salary advancement on 1 July 2018. Subject to all other eligibility criteria in clause B.4.2 being met, the employee will advance one pay point on 1 July 2018.

Relocation Allowances

Refer to clause F.16.

Where, prior to commencement of the EA, an employee has received written notification from the People Services delegate of their need to relocate, the relocation expenses that apply to that relocation are those specified in EA 2011-14.

Remote Locality Reunion Entitlement (RLRE) – for the localities listed at F.17.4

Refer to clauses F.17.3 to F.17.12.

Employees who, on commencement of the EA, have an accrued Remote Locality Travel Entitlement (RLTE) under EA 2011-14 will be entitled to use that entitlement until the first anniversary of the commencement of the Agreement. This will only apply if the employee remains at an RLRE locality (or is transferred to Cairns, Darwin or Townsville).

In addition, the following will apply:

- Employees who have been at an RLRE locality for one year or more will be eligible for a flight under clause F.17.6 from their next anniversary date.
- Employees who have been at an RLRE locality for less than one year (and who have not had their entitlement advanced to them under EA 2011-14 will be eligible for a flight under clause F.17.6 from their first anniversary date.
- Employees who have been at an RLRE locality for less than one year (and who have had their RLTE advanced to them under EA 2011-14) will be eligible for a flight under clause F.17.6 from their second anniversary date.

Remote Locality Reunion Entitlement (RLRE) – for Cairns, Darwin and Townsville

Refer to clauses F.17.3 to F.17.12.

Employees who, on commencement of the EA, have an accrued Remote Locality Travel Entitlement (RLTE) under EA 2011-14 will be entitled to use that entitlement until the first anniversary of the commencement of the Agreement. This will only apply if the employee remains in Cairns, Darwin or Townsville (or is transferred to an RLRE locality).

In addition, the following will apply:

- Employees who have been at Darwin for one year or more, or Cairns or Townsville for two years or more will be eligible for a flight under clause F.17.6 from their next anniversary date.
- Employees who have been at Darwin for less than one year or Cairns or Townsville for less than two years (and who have not had their entitlement advanced to them under EA 2011-14) will be eligible for a flight under clause F.17.6 from their first (Darwin) or second (Cairns or Townsville) anniversary date.

- Employees who have been at Darwin for less than one year (and who have had their RLTE advanced to them under EA 2011-14) will be eligible for a flight under clause F.17.6 from their second anniversary date.
- Employees who have been at Cairns or Townsville for less than two years (and who have had their RLTE advanced to them under EA 2011-14) will be eligible for a flight under clause F.17.6 from their fourth anniversary date.

Arrangements for employees transferring to Darwin, Cairns or Townsville

Refer to clause F.21.

Where an employee based in either Cairns, Darwin or Townsville is receiving the special arrangements outlined in clause F.21 and relocates to another of Cairns, Darwin or Townsville during the life of this Agreement, they will remain eligible for the special arrangements outlined in clause F.21.

Where an employee is based in one of the remote localities specified in clause F.17.1 and relocates to either Cairns, Darwin or Townsville during the life of this Agreement, they will be eligible for the special arrangements outlined in clause F.21.

Arrangements for employees eligible for Remote Leave Loading under EA 2011-14

Refer to clause 68.2 of EA 2011-14.

Non-shift working employees who accrued additional recreation leave by working in an additional leave locality, had an entitlement to a loading on the additional recreation leave under EA 2011-14. The following transitional arrangements apply to those employees:

- The employee remains entitled to any loading on additional recreation leave accrued up to the commencement of this Agreement.
- This loading will be paid as soon as practicable after the commencement of this Agreement.

Schedule 5 Rostering Design and Application

Principles for Shift Work Roster Design

- Where a roster contains a range of shift types, establish a forward rotation of shift pattern, day/afternoon/night or day/night) – this allows greater recovery time therefore limiting the effect of fatigue deficit and physiological stress
- Each cycle should include unbroken weekend/s where possible
- A standard work cycle should be no more than six 8 hour shifts or four 12 hour shifts
- Recommend keep night work to a minimum, with a maximum of three consecutive night shifts
- A break of less than 12 hours should not occur twice in a row
- Ensure that rosters allow for 48 hours off following sequence of night shifts (risk increases with less than 48 hours 'time off' following sequence of night shifts)
- Days should be evenly distributed between blocks of shifts
- Start and finish times for 12 hour shifts should be between 6 and 7 (this is based on circadian rhythm to optimise quality of sleep and alertness)
- Roster design should avoid shift starts between midnight and 6am
- Recommended maximum number of hours rostered per week is 48 hours for both 8 and 12 hour shift rosters
- Work days should not be compacted or longer hours should not be worked to produce a longer break in roster pattern

Note: These principles must be considered when arranging shift swaps by the worker and manager.

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2018/3231

Applicant:

Bureau of Meteorology

Undertaking - section 190

I, Jennifer Gale, Chief Operating Officer and Group Executive Corporate Services of the Bureau of Meteorology, give the following undertakings with respect to the Bureau of Meteorology Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by the Bureau of Meteorology to provide this undertaking in relation to this application before the Fair Work Commission.
2. Schedule 3 of the Agreement provides a lower weekly minimum wage (clauses 3.4.2 and 3.8.3) for Supported Wage System employees than the relevant modern award (\$84 compared with \$86 under the award as at 1 July 2018).
3. The employer, Bureau of Meteorology, hereby undertakes that notwithstanding Schedule 3 clauses 3.4.2 and 3.8.3, the weekly minimum wage for Supported Wage System employees will be \$87, and will increase in line with any increases in the Australian Public Service Enterprise Award 2015.


Employer name: Bureau of Meteorology

Authority to sign: Signed for and on behalf of the employer



Signature:

Jennifer Gale, Chief Operating Officer and Group Executive Corporate Services



Date: