



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Commonwealth of Australia Acting through the Great Barrier Reef
Marine Park Authority**
(AG2017/6429)

GREAT BARRIER REEF MARINE PARK AUTHORITY (GBRMPA) ENTERPRISE AGREEMENT 2018-2021

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 23 MARCH 2018

*Application for approval of the Great Barrier Reef Marine Park Authority (GBRMPA)
Enterprise Agreement 2018-2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Great Barrier Reef Marine Park Authority (GBRMPA) Enterprise Agreement 2018-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Commonwealth of Australia Acting through the Great Barrier Reef Marine Park Authority. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] Pursuant to s.202(1) of the Act, the model flexibility term prescribed by the *Fair Work Regulation 2009* is taken to be a term of the Agreement.

[4] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 March 2018. The nominal expiry date of the Agreement is 29 March 2021.

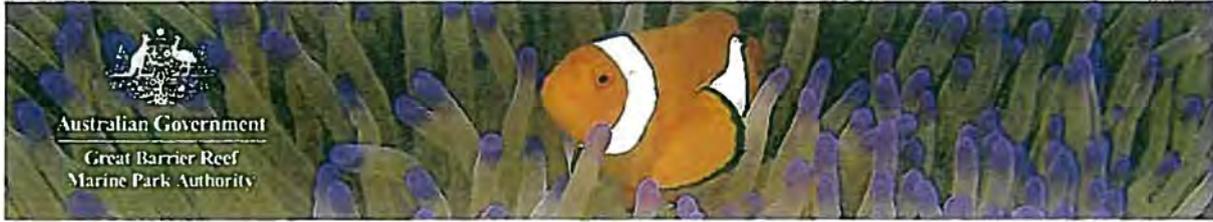


COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE427742 PR601441>

SUPERSEDED



**Great Barrier Reef Marine Park Authority
Enterprise Agreement
2018 – 2021**

SUPERSEDED

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

This page intentionally blank

SUPERSEDED

GBRMPA Enterprise Agreement 2018 – 2021

Table of Contents

	Table of Contents	3
	PART A SCOPE OF THE AGREEMENT	6
A1	TITLE	6
A2	PARTIES COVERED BY AGREEMENT	6
A3	DURATION	6
A4	RELATIONSHIP TO OTHER AWARDS, AGREEMENTS AND LEGISLATION	6
A5	DELEGATION	6
A6	FLEXIBILITY OF AGREEMENT	6
A7	ENTERPRISE AGREEMENT EDUCATION	7
	PART B PERSONAL OBLIGATIONS	7
B1	NOTIFICATION OF UNEXPECTED ABSENCES	7
B2	NOTIFICATION OF TERMINATION OF EMPLOYMENT (RESIGNATION)	7
B3	WORK OUTSIDE GBRMPA	7
	PART C WORKING TOGETHER	8
C1	AUTHORITY CONSULTATIVE GROUP (ACG)	8
C2	CONSULTATION	8
C3	REPRESENTATION	10
	PART D WORKING FLEXIBLY	10
D1	WORK ARRANGEMENTS	10
D2	ORDINARY HOURS OF WORK	10
D3	CORE HOURS OF WORK	10
D4	MEAL BREAK	10
D5	OFFICE HOURS	11
D6	OFFICE CLOSURE BETWEEN CHRISTMAS AND NEW YEAR	11
D7	RECORDING ATTENDANCE	11
D8	UNAUTHORISED ABSENCE	11
D9	ACCESS TO FLEXTIME	11
D10	FLEXTIME BANDWIDTH	11
D11	SETTLEMENT PERIOD	11
D12	MAXIMUM FLEX CREDIT	11
D13	FLEX LEAVE	12
D14	MAXIMUM FLEX DEBIT	12
D15	REVERSION TO NON-FLEXIBLE HOURS	12
D16	WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES	12
D17	SHIFT WORK AND FIXED DAILY HOURS	13
D18	PART-TIME WORK	13
D19	JOB SHARING	14
D20	EMPLOYEE REQUEST TO WORK PART-TIME	14
D21	MANAGER INITIATED PART-TIME WORK	14
D22	PART-TIME WORK AGREEMENT	14
D23	REMEDIATION	14
D24	VARIATIONS TO WORK PATTERNS/WORK HOURS	14
D25	REVERSION TO FULL-TIME HOURS	14
D26	LACTATION BREAKS	15
D27	HOME-BASED WORK	15
D28	EMPLOYEE ASSISTANCE PROGRAM	15
	PART E PROCEDURES FOR DEALING WITH DISPUTES	15
E1	APPLICATION OF THE PROCEDURES FOR DEALING WITH DISPUTES	15
	PART F RECRUITMENT AND SELECTION	16
F1	PROBATION	16
F2	RELOCATION ASSISTANCE	16
	PART G REMUNERATION AND ALLOWANCES	16
G1	PAYMENT OF SALARY	16
G2	RATE OF SALARY	17
G3	MINIMUM CALL OUT PAYMENT FOR CASUAL EMPLOYEES EMPLOYED ON AN IRREGULAR OR INTERMITTENT BASIS	17
G4	SALARY INCREASES	17

G5	SALARY LEVEL ON COMMENCEMENT	17
G6	BROADBANDING	17
G7	SALARY ON PROMOTION.....	18
G8	SALARY ON REASSIGNMENT OF DUTIES AT LEVEL.....	18
G9	SALARY MAINTENANCE	18
G10	SALARY ON REDUCTION.....	18
G11	SALARY FOR TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER CLASSIFICATION.....	18
G12	PAYMENT ON DEATH	18
G13	SALARY PROGRESSION.....	18
G14	PROGRESSION TO A PERFORMANCE SALARY POINT	19
G15	LOADING FOR TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER CLASSIFICATION LEVEL (I.E. HIGHER DUTIES ALLOWANCE).....	19
G16	PAYMENT DURING LEAVE AND PUBLIC HOLIDAYS	19
G17	RECOGNITION FOR SUPERANNUATION PURPOSES.....	20
G18	OVERTIME – TIME OFF IN LIEU – RECOMPENSE FOR OVERTIME	20
G19	MEAL ALLOWANCE.....	20
G20	REST BREAK	20
G21	RESTRICTION ALLOWANCE.....	20
G22	ON-CALL MARITIME INCIDENTS DUTY OFFICER ALLOWANCE	21
G23	EMERGENCY DUTY	21
G24	SHIFT PENALTIES	21
G25	DIVE ALLOWANCE	22
G26	CORPORATE RESPONSIBILITIES ALLOWANCE.....	22
G27	BUSINESS TRAVEL ALLOWANCES.....	22
G28	REEF HQ – EASTER SATURDAY ALLOWANCE	22
G29	HEALTHY LIFESTYLE ALLOWANCE	23
G30	CHRISTMAS SHUT DOWN WORKING ALLOWANCE.....	23
G31	DEPENDANT REMOTE LOCALITY ALLOWANCE.....	23
G32	EMERGENCY OR COMPASSIONATE FARES	23
G33	REIMBURSEMENT OF TRANSPORT COSTS FOR SPECIALIST MEDICAL TREATMENT.....	23
G34	LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS	24
G35	EXTRA DEPENDANT CARE COSTS.....	24
G36	MATURE AGE WORKERS' BENEFITS	24
G37	SUPERANNUATION CHOICE	24
G38	SALARY PACKAGING	24
PART H	LEAVE.....	25
H1	AUTHORITY TO GRANT LEAVE	25
H2	ACCRUAL OF ANNUAL LEAVE.....	25
H3	USE OF ANNUAL LEAVE.....	25
H4	ADDITIONAL ANNUAL LEAVE FOR SHIFT WORKERS.....	25
H5	INSTRUCTIONS FOR EMPLOYEES WITH AN ANNUAL LEAVE CREDIT GREATER THAN 50 DAYS	25
H6	REIMBURSEMENT OF EXPENSES – CANCELLATION OF ANNUAL LEAVE OR RECALL TO DUTY	26
H7	PAYMENT IN LIEU UPON RETIREMENT, RESIGNATION, TERMINATION OF EMPLOYMENT OR DEATH	26
H8	ACCRUAL OF PERSONAL LEAVE.....	26
H9	USE OF PERSONAL LEAVE	26
H10	USE OF PERSONAL LEAVE FOR CARING PURPOSES	27
H11	CARER'S ROOM	27
H12	SUPPORTING EVIDENCE	27
H13	ACCESS TO PERSONAL LEAVE ON PUBLIC HOLIDAYS, ANNUAL LEAVE, PURCHASED LEAVE, LONG SERVICE LEAVE AND MATERNITY LEAVE	27
H14	NO RETIREMENT FOR INVALIDITY BEFORE PERSONAL LEAVE CREDITS EXHAUSTED.....	27
H15	WAR SERVICE PERSONAL LEAVE.....	27
H16	COMPASSIONATE LEAVE (BEREAVEMENT LEAVE).....	28
H17	CHRISTMAS/NEW YEAR LEAVE	29
H18	DEFENCE RESERVE LEAVE.....	29
H19	LONG SERVICE LEAVE.....	29
H20	PAID MATERNITY LEAVE.....	30
H21	PAID ADOPTION/FOSTER CARERS LEAVE	30
H22	HALF-PAY OPTION.....	30
H23	PARENTAL LEAVE.....	31

H24	RETURN TO WORK AFTER PARENTAL LEAVE AND FOSTER LEAVE.....	31
H25	SABBATICAL LEAVE (DEFERRED SALARY SCHEME).....	31
H26	PURCHASED LEAVE (EMPLOYEE FUNDED LEAVE).....	31
H27	PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE.....	32
H28	ENTITLEMENT TO ACCRUED CREDITS.....	32
H29	PUBLIC HOLIDAYS.....	32
H30	CULTURAL, CEREMONIAL AND NAIDOC LEAVE.....	33
H31	MISCELLANEOUS LEAVE.....	33
H32	OTHER LEAVE.....	33
PART I	PERFORMANCE CULTURE.....	34
I1	PERFORMANCE AND DEVELOPMENT SCHEME (PDS).....	34
I2	LEARNING AND DEVELOPMENT.....	34
I3	STUDY ASSISTANCE.....	34
I4	PROFESSIONAL MEMBERSHIP FOR DEVELOPMENT.....	34
I5	ASSISTING PERFORMANCE.....	34
PART J	REDEPLOYMENT AND REDUNDANCY.....	35
J1	APPLICATION OF THIS SECTION.....	35
J2	DEFINITIONS.....	35
J3	CONSULTATION PROCESS.....	37
J4	REDEPLOYMENT PROCESS FOR POTENTIALLY EXCESS EMPLOYEES.....	37
J5	TRANSITION FROM POTENTIALLY EXCESS TO EXCESS.....	37
J6	EXCESS EMPLOYEE(S) - CONSULTATION PERIOD.....	37
J7	VOLUNTARY TERMINATION OFFER.....	37
J8	EXCESS EMPLOYEE(S) - CONSIDERATION PERIOD.....	37
J9	EARLY VOLUNTARY TERMINATION OPTION.....	38
J10	VOLUNTARY TERMINATION PROCESS.....	38
J11	SEVERANCE PAY.....	38
J12	SERVICE FOR SEVERANCE PAY PURPOSES.....	38
J13	SERVICE NOT TO COUNT FOR SEVERANCE PAY PURPOSES.....	39
J14	RETENTION PERIOD.....	39
J15	SUPPORT DURING RETENTION PERIOD.....	39
J16	REDUCTION IN CLASSIFICATION.....	40
J17	LEAVE DURING THE RETENTION PERIOD.....	40
J18	INVOLUNTARY TERMINATION.....	40
PART K	CLASSIFICATION STRUCTURE AND SALARY RATES.....	41
K1	STANDARD CLASSIFICATIONS.....	41
K2	LEGAL OFFICERS.....	42
K3	ALLOWANCES.....	42
PART L	DEFINITIONS.....	43
PART M	FORMAL ACCEPTANCE OF THIS AGREEMENT.....	46

SUPERSEDED

PART A SCOPE OF THE AGREEMENT

A1 TITLE

A1.1 This Agreement shall be known as the Great Barrier Reef Marine Park Authority (GBRMPA) Enterprise Agreement 2018-2021 (the Agreement).

A2 PARTIES COVERED BY AGREEMENT

A2.1 This Agreement is made under section 172 of the *Fair Work Act 2009* (FW Act) and applies to employees of GBRMPA who are employed under the provisions of the *Public Service Act 1999* (PS Act). This agreement covers:

- (a) The Chief Executive Officer on behalf of the Commonwealth of Australia;
- (b) Employees of GBRMPA who are employed under the PS Act, except for any Senior Executive Service employee or any employee whose salary is not paid by GBRMPA.

A3 DURATION

A3.1 This Agreement will commence operation seven (7) calendar days after approval by the Fair Work Commission.

A3.2 This Agreement shall nominally expire three (3) years from the date of commencement.

A4 RELATIONSHIP TO OTHER AWARDS, AGREEMENTS AND LEGISLATION

A4.1 It is acknowledged that employment in GBRMPA is subject to those provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time.

A4.2 The operation of this Agreement is supported by GBRMPA policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail. Any policies, procedures and guidelines referred to in this agreement are not incorporated into, and do not form part of, this agreement.

A5 DELEGATION

A5.1 The Chief Executive Officer may delegate any or all of their powers and functions under this Agreement, except for this power of delegation.

A5.2 Where the Agreement implies that approval is necessary or specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the approval of the Chief Executive Officer will be obtained prior to the action occurring.

A5.3 The delegate will be the employee authorised by the Chief Executive Officer to undertake or approve a specified function (i.e. exercise a delegation). The Chief Executive Officer may issue instructions relating to the exercising of these functions.

A6 FLEXIBILITY OF AGREEMENT

A6.1 The Chief Executive Officer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) The Arrangement deals with one (1) or more of the following matters:
 - (i) Arrangements about when work is performed
 - (ii) Overtime rates;
 - (iii) Penalty rates;
 - (iv) Allowances;
 - (v) Remuneration; and/or
 - (vi) Leave and leave loading, and

- (b) The arrangement meets the genuine needs of GBRMPA and the employee in relation to one or more of the matters mentioned above, and
- (c) The arrangement is genuinely agreed to by the Chief Executive Officer and the employee.

A6.2 The Chief Executive Officer must ensure that the terms of the individual flexibility arrangement:

- (i) Are about permitted matters under section 172 of the FW Act; and
- (ii) Are not unlawful terms under section 194 of the FW Act; and
- (iii) Result in the employee being better off overall than the employee would be if no arrangement was made.

A6.3 The Chief Executive Officer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the employer and employee; and
- (c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) Includes details of:
 - (i) The terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms and
 - (iii) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) States the day on which the arrangement commences.

A6.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

A6.5 The Chief Executive Officer or employee may terminate the individual flexibility arrangement:

- (a) By giving a minimum of 28 days written notice to the other party to the arrangement; or
- (b) If the employer and employee agree in writing at any time.

A7 ENTERPRISE AGREEMENT EDUCATION

A7.1 GBRMPA shall implement an education and training program to increase the awareness and application of the agreement and associated policies, procedures and guidelines for both managers and employees.

PART B PERSONAL OBLIGATIONS

B1 NOTIFICATION OF UNEXPECTED ABSENCES

B1.1 Where an employee is unexpectedly unable to attend work, the employee or the employee's representative (where the employee is unable to) must contact the employee's supervisor before 9.30am other than in exceptional circumstances. If the employee's supervisor is not available or is unable to be contacted, the employee must attempt to make contact with another member of the area's management team. If no manager or supervisor is able to be contacted, the employee must make contact with a member of the employee's immediate team.

B2 NOTIFICATION OF TERMINATION OF EMPLOYMENT (RESIGNATION)

B2.1 GBRMPA employees are required to give two (2) weeks' notice of termination of employment (resignation) to GBRMPA in writing, unless otherwise specified by the Chief Executive Officer. Further information can be found in GBRMPA's Accountable Authority Instructions (AAI).

B3 WORK OUTSIDE GBRMPA

- B3.1** GBRMPA employees, including those on leave without pay, must have the Chief Executive Officer's approval for outside work (work in addition to work with GBRMPA). Generally GBRMPA employees should not seek outside work if:
- (a) The work would conflict or be perceived to conflict with their official duties; and/or
 - (b) It is likely to affect their ability to perform their official duties.
- B3.2** Applications for work outside GBRMPA must be approved by the Chief Executive Officer. Further information can be found in the Work/Employment outside GBRMPA policy.

PART C WORKING TOGETHER

C1 AUTHORITY CONSULTATIVE GROUP (ACG)

C1.1 A workplace consultative committee will continue to operate in GBRMPA as a mechanism for staff consultation between management and employees about the implementation and operation of the Agreement including workplace health and safety, and development of employment related policies. The ACG is not a decision making body however the consultation period applicable to changes to policies will typically be for a period of two (2) weeks. Policies will only be updated following reasonable consultation. The Agency and its employees agree that the Agency will continue to undertake consultation outside the ACG forum, including the promotion of employee satisfaction, welfare and organisational productivity through a cooperative working relationship.

C1.2 The ACG will:

- (a) Meet at least four (4) times per year, or as otherwise agreed to by the committee;
- (b) Establish and amend Terms of Reference by agreement; and
- (c) Have the number of employees and/or employee representatives being equal to or greater than the number of management representatives.

C1.3 Further information on the ACG can be found in the GBRMPA ACG Terms of Reference.

C2 CONSULTATION

C2.1 This consultation term applies if:

- (a) The Agency 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) Propose to introduce a change to the regular roster or ordinary hours of work.

Consultation on a major change

C2.2 The Agency must notify the relevant employees of the decision to introduce the major change.

C2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

C2.4

- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) The employee or employees advise the employer of the identity of the representative; the Agency must recognise the representative.

C2.5 As soon as practicable after making its decision, the Agency must:

- (a) Discuss with the relevant employees:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the employees; and
 - (iii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) For the purposes of the discussion provide in writing to the relevant employees:
- (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the employees; and
 - (iii) Any other matters likely to affect the employees.
- C2.6 However, the Agency is not required to disclose confidential or commercially sensitive information to the relevant employees.
- C2.7 The Agency must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- C2.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in Clause C2.2, 2.3 and 2.5 are taken not to apply.
- C2.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) The termination of the employment of employees; or
 - (b) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) The alteration of hours of work; or
 - (e) The need to retrain employees; or
 - (f) The need to relocate employees to another workplace; or
 - (g) The restructuring of jobs.
- Change to regular roster or ordinary hours of work
- C2.10 For a change referred to in paragraph C2.1 (b)
- (a) The employer must notify relevant employees of the proposed change; and
 - (b) Subclauses C2.11 to C2.15 apply.
- C2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- C2.12 If:
- (a) A relevant employer appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) The employee or employees advise the employer of the identity of the representative;
- The employer must recognise the representative.
- C2.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) Discuss with the relevant employees the introduction of the change; and
 - (b) For the purposes of the discussion – provide to the relevant employees:
 - (i) All relevant information about the change, including the nature of the proposed change; and
 - (ii) Information about what the employer reasonably believes will be the effects of the changes on the employees; and
 - (iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- C2.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- C2.15 The employer must give prompt and genuine consideration to matters raised about the

change by the relevant employees.

C2.16 In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause C2.1.

C3 REPRESENTATION

C3.1 GBRMPA recognises:

- (a) The legitimate role of unions in the workplace; and
- (b) That employees are free to choose whether or not to join a union.

C3.2 An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. GBRMPA and employee representatives will deal with each other in good faith.

C3.3 Employees who represent other employees play an important role in maintaining a positive workplace culture. GBRMPA recognises that employees perform these roles in addition to their usual position description.

PART D WORKING FLEXIBLY

D1 WORK ARRANGEMENTS

D1.1 GBRMPA recognises employees have family and personal commitments and is committed to providing flexibility in working arrangements that allow the Agency to be responsive and to assist employees to balance their personal and work commitments.

D1.2 Flexible working arrangements will only be approved where operational requirements can be met or where there is a legislative requirement. Other important considerations will be the personal needs of the employee and the impact on other members within the section.

D2 ORDINARY HOURS OF WORK

D2.1 The ordinary hours of work for full-time employees are 37.5 hours per week (7 hours 30 minutes per day). The usual days of work will be Monday to Friday inclusive except for the areas of Reef HQ, Field Management and Regional Engagement.

D2.2 For part-time employees, hours of work are those agreed in their part-time work agreement or designated for the position.

D2.3 Subject to the provisions of clause D2.1, the span of hours during which employees may work their ordinary hours of work is between 7.00am and 7.00pm.

D2.4 It is a minimum requirement that employees have an eight (8) hour break between the cessation of work on one (1) day and commencement of duty on the following working day. From time to time extraordinary operational requirements may not allow a minimum of an eight (8) hour break. Clause G20.1 refers to instances where a minimum break is not possible.

D2.5 Employees must be consulted if the minimum eight (8) hour break cannot be provided and sufficient time allowed for the employee to make arrangements to accommodate the work schedule.

D3 CORE HOURS OF WORK

D3.1 All employees must attend work during the core hours unless they have the prior approval of their supervisor to be absent on flex/EL TOIL or other leave. Core hours for full-time employees are 9.30am to 12.00pm and 2.00pm to 4.00pm.

D4 MEAL BREAK

D4.1 Employees must take a minimum meal break of 30 minutes after working continuously for a five (5) hour period.

D5 OFFICE HOURS

D5.1 GBRMPA offices (other than Reef HQ) will be open to provide services to clients, both internal and external, between 8:30am and 5.00pm Monday to Friday except for regional offices that may be closed due to operational reasons.

D6 OFFICE CLOSURE BETWEEN CHRISTMAS AND NEW YEAR

D6.1 GBRMPA's offices (other than Reef HQ) will close normal operations from close of business on the last working day before Christmas, until the first working day after New Year's Day.

D7 RECORDING ATTENDANCE

D7.1 Employees are required to record their actual time of arrival, departure, and any breaks taken each day.

D7.2 APS 1–6 employees are required to record their attendance on a single timesheet approved by their supervisor. Executive Level employees are to keep a minimum of diary notes recording their attendance.

D7.3 APS 1–6 employees must submit an approved timesheet to the Human Resources area, via their supervisor for approval, within one (1) week of the end date of the timesheet except in exceptional circumstances.

D8 UNAUTHORISED ABSENCE

D8.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

D8.2 Unauthorised absence does not count as service for any purpose.

D9 ACCESS TO FLEXTIME

D9.1 APS 1–6 employees are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.

D9.2 Employees who work on a shift roster or fixed daily hours will not have access to flextime.

D10 FLEXTIME BANDWIDTH

D10.1 The span of hours (flextime bandwidth) during which employees may work their ordinary hours of work is 7.00am to 7.00pm (see clause D2.3).

D10.2 Where an employee specifically requests to work outside the flextime bandwidth for a limited period, they may do so with the agreement of their manager. Any such arrangement must be subject to review within a two (2) week period.

D10.3 Time worked outside the bandwidth for approved business travel or functions will be recorded as flextime (on an hour-for-hour basis).

D11 SETTLEMENT PERIOD

D11.1 Employees working flextime are subject to a four (4) week settlement period (150 hours of work), commencing on a Thursday payday and finishing on a Wednesday. The settlement periods for each financial year shall be from the beginning of the first pay period through to the end of the second pay period and each pair of pay periods thereafter for the balance of the financial year.

D12 MAXIMUM FLEX CREDIT

D12.1 A flex credit of 37 hours 30 minutes is the maximum an employee may carry over from one (1) settlement period to the next, except where approved by the relevant manager.

D12.2 A flex credit carryover above 37 hours 30 minutes can only be approved by a General

Manager or higher and must be accompanied by an agreement on how the supervisor and employee will reduce the flex credit to 37 hours 30 minutes or below over the next settlement period.

D13 FLEX LEAVE

- D13.1** Subject to operational requirements, accrued flex leave may be taken during a settlement period with the approval of the supervisor.
- D13.2** Accrued flex leave that is taken should not accrue a flex debit. Special circumstances may arise where flex will need to be taken resulting in a flex debit. Employees will need to seek approval from their supervisor to accrue a flex debit.
- D13.3** Flex leave may be taken in conjunction with all forms of other leave except for personal leave (for the purposes of personal illness/injury) or to break a period of long service leave (refer to clause H19).
- D13.4** When an employee is ceasing employment with GBRMPA, any flex credit that is not used before leaving GBRMPA will be forfeited.

D14 MAXIMUM FLEX DEBIT

- D14.1** In circumstances where an employee's flex debit exceeds the maximum (10 hours) at the end of the settlement period the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period.
- D14.2** Should this not occur, the amount by which the maximum flex debit is exceeded shall be treated as other leave (without pay) and an appropriate deduction made from the employee's pay or from annual leave. Further information can be found in GBRMPA's Accountable Authority Instructions (AAIs).

D15 REVERSION TO NON-FLEXIBLE HOURS

- D15.1** Employees may be reverted to non-flexible (i.e. fixed) hours where:
 - (a) There have been instances of unauthorised absences, or
 - (b) There is evidence of misuse of flexible working arrangements.
- D15.2** Reversion to fixed hours should not be used for a first minor occurrence.
- D15.3** Where reversion to fixed hours is being considered, the supervisor shall discuss the proposed action with the affected employee prior to making their decision.
- D15.4** Access to flexible working arrangements may be restored where a supervisor is satisfied that an employee's attendance is satisfactory.
- D15.5** Where an employee has been reverted to fixed hours, they will work the prescribed hours of work, i.e. 9 hours and 30 minutes per day, from 8.30am to 12.30pm and 1.30pm to 5.00pm.

D16 WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL EMPLOYEES

- D16.1** Executive Level employees are expected to work reasonable extra hours to achieve required outcomes and may therefore work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need for a leave application.
- D16.2** Where an Executive Level employee is required to routinely work outside of ordinary hours due to the nature of their work, the supervisor may agree to a regular pattern of working hours that facilitates the delivery of outputs without excessive hours being the norm.
- D16.3** Where operational needs require an Executive Level staff member to work additional hours in excess of their ordinary hours for a sustained period, including but not limited to a critical incident response, the staff member and their manager will agree on arrangements for time off to recognise the additional effort.
- D16.4** Time off should be fair and reasonable however is not on an hour for hour basis and

should be limited to a total of five (5) full days in any leave year.

- D16.5** Where agreement cannot be reached, the manager will determine time off that is fair and reasonable in the circumstances.
- D16.6** In exceptional circumstances where reasonable time off would exceed five (5) days in a year, this will be referred by the manager to the General Manager for approval.
- D16.7** Where the referral to a General Manager does not result in any additional time off over and above 5 days, the employee is entitled to be provided reasons for the refusal decision in writing.
- D16.8** Executive Level staff members are not eligible for overtime payments.

D17 SHIFT WORK AND FIXED DAILY HOURS

- D17.1** Staff employed on fixed daily hours or a shift roster are not covered by flexitime.
- D17.2** Where for operational reasons, GBRMPA considers that employees in a work area should work fixed daily hours or shift work, the hours of work will be determined at the workplace (including any arrangements for working additional hours towards an accrued day off), after consultation with affected employees.
- D17.3** Where an employee employed on fixed daily hours or a shift roster basis is required to work additional hours they will receive payment for additional hours at single time, except where overtime rates apply. An employee may elect to take time off in lieu of additional hours worked, at the appropriate overtime rate, subject to operational requirements and the approval of their manager.
- D17.4** Shift penalties outlined in clause G24.1 will not be taken into account in the computation of overtime or in the calculation of any allowance based on salary.

D18 PART-TIME WORK

- D18.1** A part-time employee is one whose ordinary hours of work are between three (3) hours and 37 hours per week (i.e. between 12 and 148 hours over a four (4) week period (the settlement period). Ordinary hours of work for part-time employees will be continuous and no less than two (2) hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.
- D18.2** GBRMPA recognises the value of part-time workers and the needs/preferences of some employees to be able to work part-time. All employees have the right to seek access to part-time work. GBRMPA encourages and will facilitate the use of part-time and job sharing arrangements where operationally feasible.
- D18.3** Managers will consider applications for flexible work arrangements to address:
 - (a) Operational requirements (as part of their normal team structure).
 - (b) General attraction and retention of employees with caring responsibilities (special consideration should be given to employees with a child of school age or elderly parents who require care).
 - (c) General attraction and retention of employees approaching retirement.

D19 JOB SHARING

- D19.1** Part-time work can be used for job sharing arrangements (tandem employment) where both employees are at the same classification.
- D19.2** Where the use of job sharing arrangements would result in greater operational efficiency, the Chief Executive Officer may seek for two (2) part-time employees at the same classification level with similar duties and compatible patterns of work, to enter into a job sharing arrangement, taking into account the need for the duties to be performed on a continuing basis. At least four (4) weeks' notice must be given to the employees.

D20 EMPLOYEE REQUEST TO WORK PART-TIME

- D20.1** All full-time employees may request in writing to work on a regular part-time basis, either for a finite period or on an ongoing basis.
- D20.2** The Chief Executive Officer may agree to a request for regular part-time work, subject to operational requirements. Consideration of operational requirements will include an assessment of the effect of the proposal on individual workloads and the team as a whole.
- D20.3** The Chief Executive Officer will advise the employee in writing of the outcome of their request within three (3) weeks of its lodgement. Where approved, the part-time work arrangements shall be set out in a Part-Time Work Agreement (see clause D22).
- (a) An employee returning directly from parental or maternity leave will have access to regular part-time work, for a period of up to 12 months, upon application unless there is a clearly unmanageable impact on operational requirements.
- (b) An employee may request flexible working arrangements in accordance with section 65 of the FW Act.

D21 MANAGER INITIATED PART-TIME WORK

- D21.1** A manager may initiate the introduction of part-time employment. A full-time employee will not be required to convert to part-time, or a part-time employee to extend their part-time hours without their agreement.

D22 PART-TIME WORK AGREEMENT

- D22.1** Part-time work arrangements will be set out in a Part-Time Work Agreement specifying the employee's part-time hours, agreed pattern of weekly hours, core hours (if applicable), any specific arrangements that are necessary to facilitate part-time work, the duration of the agreement and any date/s of formal review (if required).
- D22.2** Part-time hours included in a Part-time Work Agreement must be within the bandwidth hours specified in this Agreement and any single period of attendance may not be less than two (2) hours.

D23 REMUNERATION

- D23.1** Remuneration and other conditions for part-time employees will be calculated on a pro-rata basis, apart from expense related allowances, where a part-time employee may receive the same amount as a full-time employee.

D24 VARIATIONS TO WORK PATTERNS/WORK HOURS

- D24.1** Where a manager requires a part-time employee, excluding an irregular and intermittent (casual) employee, to change their pattern of work due to operational requirements, at least four (4) weeks' notice must be given to the employee. The pattern of work can also be discussed and changed at the time of a formal review under the Part-Time Work Agreement.
- D24.2** With the agreement of their manager, a part-time employee may vary the hours worked or the pattern of work.

D25 REVERTING TO FULL-TIME HOURS

- D25.1** An employee with an agreement to work regular part-time hours for a finite period:
- (a) Will revert to full-time hours at the end of the Part-Time Work Agreement; and
 - (b) May revert to full-time hours at any time subject to the Chief Executive Officer's approval.
- D25.2** An employee with an agreement to work regular part-time hours on an ongoing basis or employed in an ongoing part-time position may only convert to full-time hours where a full-time position, for which they are suitable, is available at the employee's classification level, subject to the approval of the Chief Executive Officer. Further information can be found in the GBRMPA policy relating to flexible working arrangements.

D26 LACTATION BREAKS

- D26.1** A full-time or part-time employee is entitled to a paid lactation break per day. Further information on lactation breaks can be found in the GBRMPA policy on lactation breaks.

D27 HOME-BASED WORK

- D27.1** With the approval from their manager, an ongoing employee may work from home for one (1) or two (2) days (on an irregular basis) over an agreed period of time in the interests of providing a work environment conducive to achieving work objectives. When considering a proposal for irregular home based work a manager may take into account the impact on the section, the suitability of work to be performed, security and Work Health and Safety requirements. Home based work cannot be used as a substitute for personal leave.
- D27.2** The Chief Executive Officer may approve home based work for ongoing employees on either a regular or temporary basis (more than two (2) days) over an agreed period of time.
- (a) A home based work agreement may only be varied or terminated by the employee with the agreement of the Chief Executive Officer.
 - (b) A home based work agreement can be varied or terminated by the Chief Executive Officer at any time where it is considered that:
 - (i) The arrangements having an adverse impact on the operational requirements of the employee's work area.
 - (ii) The arrangements is considered to be inefficient and/or ineffective.
 - (iii) The employee is failing to comply with certain requirements.
- D27.3** Further information on home based work can be found in the GBRMPA Policy on Home Based Work.

D28 EMPLOYEE ASSISTANCE PROGRAM

- D28.1** GBRMPA will provide employees with a confidential and professional Employee Assistance Program for short term advice and information at no cost to the employee. Further information can be found in the GBRMPA Employee Assistance Program policy.

PART E PROCEDURES FOR DEALING WITH DISPUTES

E1 APPLICATION OF THE PROCEDURES FOR DEALING WITH DISPUTES

- E1.1** If a dispute relates to a matter arising under the agreement; or the National Employment Standards; this section sets out procedures to settle the dispute.
- E1.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section.
- E1.3** In the first instance, the parties to the dispute first shall genuinely attempt to resolve the dispute at the workplace level. This will involve the relevant employee or employees meeting and conferring about the matter with their manager.
- E1.4** If the matter is not resolved at such meeting/s, or the nature of the matter is such that it is appropriate to raise it immediately with more senior levels of management, then discussions will occur between the employee (or employees) and senior management as

soon as practicable.

- E1.5** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- E1.6** The Fair Work Commission may deal with the dispute in two (2) stages:
- (a) The Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3, Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

- E1.7** While the parties are trying to resolve the dispute using the procedures in this section:
- (a) An employee must continue to perform their work as they would normally unless the employee 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 employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the employee to perform; or
 - (iv) There are other reasonable grounds for the employee to refuse to comply with the direction.
- E1.8** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this section.

PART F RECRUITMENT AND SELECTION

F1 PROBATION

- F1.1** All ongoing and non-ongoing employees who are new to the APS with contracts that exceed six (6) months will undertake a probation period. The period of probation will be six (6) months (or as amended by legislation).

F2 RELOCATION ASSISTANCE

- F2.1** As the head office of GBRMPA is located in Townsville Queensland, it is recognised that a by-product of merit-based recruitment selection will, from time to time, require successful applicants to relocate. The purpose of relocation assistance is to defray the cost to the successful applicant of removal of furniture, motor vehicles, household goods and pets.
- F2.2** The extent of relocation assistance will be determined by the Chief Executive Officer.
- F2.3** Further information on relocation can be found in the GBRMPA Policy on Relocation Assistance.

PART G REMUNERATION AND ALLOWANCES

G1 PAYMENT OF SALARY

- G1.1** Employees will have their fortnightly salary paid by electronic funds transfer into a financial

institution account of their choice, subject to the limitations of the pay system. The fortnightly rate of pay will be ascertained by applying the following formula:

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

- G1.2 Human Resources may approve the pre-payment of salary for accrued leave entitlements for an approved period of leave (other than personal leave for medical purposes) or in special circumstances where the extent of the advance is covered by accrued entitlements.
- G1.3 There will be scope for deductions to be made at an employee's request prior to their fortnightly salary being transferred into their nominated account.

G2 RATE OF SALARY

- G2.1 GBRMPA Classification Structure and Annual salary rates are set out in PART K of this Agreement.
- G2.2 A person employed on an irregular or intermittent basis (i.e. casual) shall be paid 22% loading in lieu of public holidays on which the employee is not rostered to work and all paid leave entitlements except Long Service Leave, which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- G2.3 APS Level 1 employees employed on an irregular or intermittent basis (i.e. casual) will receive a flat rate of \$30.01 per hour. This rate will increase by 2% 12 months from the date of commencement and a further 1% on 18 months from the date of commencement. Refer to Table A below:

TABLE A

Date of Effect	Rate
The date of the commencement of the agreement	\$30.01
12 months after commencement	\$30.61
18 months after commencement	\$30.92

G3 MINIMUM CALL OUT PAYMENT FOR CASUAL EMPLOYEES EMPLOYED ON AN IRREGULAR OR INTERMITTENT BASIS

- G3.1 Where a person employed on an irregular or intermittent basis is called out to work the minimum payment for time worked will be two (2) hours.

G4 SALARY INCREASES

- G4.1 In recognition of the ongoing commitment demonstrated by employees to continuous improvement of organisational and individual productivity, including measures agreed to and implemented fully in this Agreement, salary rates and allowances for all levels up to and including Executive Level 2 (and equivalent) will increase by:
 - (a) 1% on the date of the commencement of the agreement;
 - (b) 2% 12 months from commencement; and
 - (c) 1% 18 months from commencement.

G5 SALARY LEVEL ON COMMENCEMENT

- G5.1 Where an employee commences work with the Authority, salary will be payable at the base point of the salary range applicable to the classification of the job unless under the following exceptional circumstances:
 - (a) At the time of employee commencement, the Chief Executive Officer may authorise payment of salary above the minimum point in that salary range, having regard to the experience (including at or above that level), qualifications and skills of the employee, the employee's likely contribution to the job at that level, and operational considerations.

G6 BROADBANDING

- G6.1** Positions may be broadbanded across two (2) APS classification levels as follows:
- (a) APS Level 1 / APS Level 2
 - (b) APS Level 3 / APS Level 4
 - (c) APS Level 5 / APS Level 6
- G6.2** Employees may progress past the work barrier in the classifications listed in G6.1 where a manager provides written evidence of the following:
- (a) Work is available at the level beyond the work barrier.
 - (b) Funds are available within the designated work area.
 - (c) The employee has demonstrated the knowledge, skills, abilities and attributes required to undertake the work at the next work level barrier.
 - (d) The employee has had their performance assessed as effective through the annual performance and development scheme.
- G6.3** Broadbanding does not apply to the legal officer structure. Further information on broadbanding can be found in the GBRMPA Recruitment and Selection Policy.
- G7 SALARY ON PROMOTION**
- G7.1** Where an employee is promoted within GBRMPA, salary will be payable at the base point in the salary range unless the employee has obtained a temporary performance increment at that classification level (at clauses G14.2 and G15.2.b).
- G8 SALARY ON REASSIGNMENT OF DUTIES AT LEVEL**
- G8.1** Where an employee is reassigned duties at level within GBRMPA there will be no adjustment to salary payable.
- G9 SALARY MAINTENANCE**
- G9.1** A person transferring to GBRMPA whose salary in their previous APS agency (current equivalent APS classification salary) exceeds the current maximum of the relevant classification level in the Agreement will be maintained on their current salary until such time as their salary (at the classification level) is absorbed by GBRMPA's salary increases.
- G10 SALARY ON REDUCTION**
- G10.1** Where an employee elects to move to a lower classification (for reasons other than misconduct or under-performance), salary will be payable at the top point (not performance point) in the salary range of the lower classification.
- G11 SALARY FOR TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER CLASSIFICATION**
- G11.1** Where an employee requests, in writing, to temporarily perform work at a lower classification level, salary will be payable at the top point (not performance point) in the salary range of the lower classification.
- G12 PAYMENT ON DEATH**
- G12.1** Where an employee dies, or the Chief Executive Officer has directed that an employee will be presumed to have died on a particular date, payment will be made to the legal personal representative of the former employee.
- G13 SALARY PROGRESSION**
- G13.1** Advancement through salary points, other than the performance salary point, will occur as outlined in clauses G13.2, G 13.6 and G14.2.
- G13.2** Ongoing employees will be eligible to advance one (1) salary point on 1 July each year, subject to achieving an effective performance rating and being substantively at a particular pay point for a minimum period of 12 months.
- G13.3** Non-ongoing employees on a contract or a series of contracts that result in a period of

continuous service longer than 12 months, and have achieved an effective performance rating, will be eligible to advance one (1) salary point on the anniversary of the commencement of their contract.

- G13.4** Ongoing employees engaged or promoted during the performance management cycle will be eligible to advance one (1) salary point on 1 July each year, subject to being substantively at a particular pay point for a minimum period of six (6) months. By exception, and subject to completion of probation period and performance being rated as effective, an employee or supervisor/manager may request advancement of one (1) salary point in situations where the employee was engaged or promoted between 1 January and 31 March.
- G13.5** In cases where an employee is engaged or promoted during the period 1 April to 30 June and will not have achieved the minimum period of six (6) months as at 1 July and ordinarily would be required to wait in excess of twelve (12) months to receive an advancement of one (1) salary point, they are eligible to request back payment of the salary increment to the anniversary of their commencement or promotion date.
- G13.6** Where an employee's performance is assessed as 'marginally effective' under GBRMPA's Performance and Development Scheme, they will remain on their current pay point until such time as their performance is assessed as 'effective' under GBRMPA's Performance and Development Scheme. A performance review will be conducted after three (3) months.

G14 PROGRESSION TO A PERFORMANCE SALARY POINT

- G14.1** The performance salary point will count as salary for all purposes.
- G14.2** An employee will be eligible to progress to the next higher performance salary point where the employee has been at the top of the previous salary point for a minimum period of 12 months.
- G14.3** An eligible employee will only be advanced after having his or her overall performance assessed as effective under GBRMPA's Performance and Development Scheme.
- G14.4** The performance salary will be paid for the period 1 July to 30 June with renewal being dependent on an 'effective' performance rating for the performance cycle covering that period.

G15 LOADING FOR TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER CLASSIFICATION LEVEL (I.E. HIGHER DUTIES ALLOWANCE)

- G15.1** An employee will be paid a temporary reassignment loading where the employee is required to temporarily perform the duties of a position at a higher classification level for a continuous period of five (5) or more working days. Payment will be made for the whole period from the first day.
- G15.2** The loading will be the difference between the employee's substantive salary point and the first salary point of the relevant position's classification level. The exceptions being:
- (a) Where an employee is performing partial duties the loading will be at a salary point between the employee's substantive salary point and the first salary point of the partial duties classification level. Recommendations for partial higher duties must identify the duties not to be undertaken; or
 - (b) Where an employee has been on higher duties for a continuous period of 12 months and has achieved an effective performance rating, they will be eligible to advance one (1) salary point on the anniversary of the commencement of the higher duties;
 - (c) Where an employee has received increment increases as per G15.2(a), in cases where a further period of higher duties immediately follows at a lower classification level they will retain the salary increment level that they have achieved.

G16 PAYMENT DURING LEAVE AND PUBLIC HOLIDAYS

G16.1 An employee who is receiving a temporary assignment of duties loading, and is granted paid leave or observes a public holiday, will continue to receive the loading during that absence, however, the loading will not be paid beyond the period of the temporary assignment.

G17 RECOGNITION FOR SUPERANNUATION PURPOSES

G17.1 The loading will not be recognised for any other purpose other than superannuation, subject to eligibility requirements.

G18 OVERTIME – TIME OFF IN LIEU – RECOMPENSE FOR OVERTIME

G18.1 Overtime is to be worked with the prior approval of the relevant manager. Overtime is payable for work performed by employees, other than Executive Level officers, outside the span of hours, or in excess of ten hours on any one (1) day. For part-time employees, other than Executive Level officers, overtime is payable for work performed which is not continuous with the employee's agreed or specified hours of work and/or beyond the total hours of work over the settlement period specified in the employee's part-time work agreement or designated for the job.

G18.2 Management will not routinely request employees to be rostered for overtime that will result in more than 12 straight working days.

G18.3 Time Off in Lieu (TOIL) is the standard form of recompense for overtime. However, managers will authorise the payment of overtime in circumstances where it is unlikely that an employee will be able, or has been unable, to take TOIL within two (2) months of the overtime having been worked or where the employee incurs costs as a result of having to work overtime.

G18.4 Overtime will be payable and TOIL calculated at:

- (a) Time and one half for the first three (3) hours each day and double time thereafter from Monday to Saturday.
- (b) Double time on Sunday.
- (c) Double time and a half for public holidays, or time and a half additional to the single time employees already being paid for the public holiday for duty within ordinary hours.

G18.5 Clause G18.4 does not apply to Executive Level employees. Refer to clause D16 in relation to Executive Level employee working arrangements.

G18.6 Where a period of overtime is not continuous with ordinary duty, the minimum period of TOIL or payment for such work will be two (2) hours at the relevant overtime rate.

G19 MEAL ALLOWANCE

G19.1 A Meal Allowance is payable where an employee works more than two (2) hours continuous overtime duty on a weekday or four (4) hours continuous overtime duty on a weekend or public holiday. Where an employee works nine hours continuous overtime, an additional Meal Allowance will be payable.

G20 REST BREAK

G20.1 Where an employee works overtime they will be entitled to an eight (8) hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements, the employee will be paid double time for the next period of work.

G21 RESTRICTION ALLOWANCE

G21.1 The Chief Executive Officer may approve the payment of Restriction Allowance to employees where the employee is required to be contactable and available to work outside their ordinary hours of work. For Executive Level employees there must be exceptional circumstances requiring the employee to be rostered for a minimum continuous period of

seven (7) days.

G21.2 An employee cannot be paid Restriction Allowance when being paid Emergency Duty or overtime for the same period. Where an employee who has been restricted is recalled to work, they will be paid overtime. The minimum payment for overtime purposes will be two (2) hours.

G21.3 Where the Chief Executive Officer approves payment of Restriction Allowance for an Executive Level employee it shall be paid at a rate of \$17.73 per day. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement. Refer to Table E for allowances for APS1-6 staff.

G22 ON-CALL MARITIME INCIDENTS DUTY OFFICER ALLOWANCE

G22.1 On-call Maritime Incidents Duty Officers are paid an allowance of \$248.18 per fortnight from the date of commencement of the Agreement. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement. This allowance is payable in arrears on a monthly on call report approved by the Director responsible for staff involved in the roster. Further information is available in the GBRMPA policy for the On-call Maritime Incidents Duty Officers.

G23 EMERGENCY DUTY

G23.1 Where an employee, at the APS1-6 classification, is called into work to meet an emergency outside their ordinary hours of work agreed with their supervisor, they will be paid for the period of work and any time necessarily spent travelling to and from the work site at the rate of double time. The minimum payment for such work will be two (2) hours at double time.

G24 SHIFT PENALTIES

G24.1 Shift penalties will be available to employees rostered to perform ordinary duty outside the period 7.00am to 7.00pm, Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing roster period. Shift penalties will be payable at the following rates:

- (a) 15% for ordinary duty performed after 7.00pm and before 7.00am the next day, Monday to Friday;
- (b) 50% for ordinary duty performed on a Saturday; and
- (c) 100% for ordinary duty performed on a Sunday; and
- (d) 150% for ordinary duty performed on a Public Holiday.

G25 DIVE ALLOWANCE

- G25.1 An employee who performs underwater diving duties or performs the duties of Dive Coordinator for a day or part of a day is entitled to be paid, for each day or part of a day, an allowance at the rate of \$24.93 from the date of commencement of the Agreement. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.

G26 CORPORATE RESPONSIBILITIES ALLOWANCE

- G26.1 Where an employee, other than a casual employee, is formally appointed to undertake one (1) of the following responsibilities, they will be entitled to a fortnightly allowance as per the following rates:
- (a) First Aid Officer - \$18.12;
 - (b) Emergency Response Officer - \$18.12;
 - (c) Chief Emergency Response Officer - \$23.54; and
 - (d) Work Health and Safety representative - \$18.12.
- G26.2 Where an employee is responsible for multiple roles, they will only be entitled to payment of one (1) allowance, at the highest rate. These allowances in clause G26.1 will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.

G27 BUSINESS TRAVEL ALLOWANCES

- G27.1 Employees will be pre-paid or reimbursed reasonable costs associated with travel for business purposes. Further information can be found in the AAI.
- G27.2 An employee may only claim one (1) of the allowances listed in clauses G27.3 – G27.8 per night of travel and an employee cannot claim an allowance under this clause if GBRMPA has paid for accommodation for the employee in normal accommodation (e.g. hotel, motel, cabin or unit).
- G27.3 **Overnight Accommodation Allowance:** The Overnight Accommodation Allowance applies to employees when they are required for official purposes, to lodge temporarily with friends and family.
- G27.4 The Overnight Accommodation Allowance will be \$54.64 per night from the date of commencement of the Agreement. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.
- G27.5 **Camping Allowance:** The Camping Allowance applies to employees when they are required for official purposes, to camp or lodge temporarily in a place that lacks basic facilities. Basic facilities include a kitchen, toilet, potable water, hot water and mains electricity. In this type of working environment personnel have responsibilities relating to the maintenance and security of the campsite that require attention outside the usual hours of work.
- G27.6 The Camping Allowance will be \$54.64 per night from the date of commencement of the Agreement. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.
- G27.7 **At Sea Allowance:** The At Sea Allowance applies to employees when they are required for official purposes, to be on a vessel at sea overnight. The vessel is "at sea" from the time it leaves a wharf, mooring or anchorage at the start of the voyage until it returns to a wharf, mooring or anchorage at the completion of the voyage.
- G27.8 The At Sea Allowance will be \$54.64 per night from the date of commencement of the Agreement. This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.

G28 REEF HQ – EASTER SATURDAY ALLOWANCE

G28.1 Reef HQ staff who work on the Saturday known as Easter Saturday will receive a salary loading to provide a total payment of double time and a half for that day or part day.

G29 HEALTHY LIFESTYLE ALLOWANCE

G29.1 Payment of a healthy lifestyle allowance may be made to eligible employees upon the production of receipts up to the value of \$150 per financial year. Further information is available in the GBRMPA policy for the Healthy Lifestyle Allowance.

G30 CHRISTMAS SHUT DOWN WORKING ALLOWANCE

G30.1 For those employees who are required to work any of the three (3) days (non-public holidays) over the Christmas Shut down period will be awarded the following:

- (a) Day in lieu for each day worked; and
- (b) An allowance of \$109.27 per day.

G30.2 This is a one (1) off allowance that applies to the period between Christmas Day and New Year's Day inclusive, only applies to those directed, and will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.

G30.3 Those employees who are rostered as on call or are receiving Restriction Allowance are not entitled to this allowance. Where an employee who has been restricted is recalled to work, they will be paid overtime. The minimum payment for overtime purposes will be two (2) hours.

G31 DEPENDANT REMOTE LOCALITY ALLOWANCE

G31.1 Ongoing employees with dependants, working outside a capital city, will receive a Dependant Remote Locality Allowance of \$1,917 per annum where their partner is not a Commonwealth employee claiming a dependant remote locality allowance (or similar). This allowance will increase by 2%, 12 months from commencement of the Agreement and a further 1%, 18 months from commencement of the Agreement.

G32 EMERGENCY OR COMPASSIONATE FARE

G32.1 Where a close relative of an ongoing employee, working outside a capital city, dies or is critically ill (where there is a well-founded expectation of imminent death on medical advice), and the employee or their spouse travels to visit the critically ill person or attend the funeral, the Chief Executive Officer may authorise the reimbursement of the cost of one (1) economy airfare in respect to travel within Australia. Reimbursement will not occur where there has been previous reimbursement of an airfare in relation to the matter.

G32.2 The Chief Executive Officer will not authorise reimbursement unless the employee submits a death certificate, a funeral notice or a statement from a registered medical practitioner who has been treating the close relative, stating the close relative is, or for the period in the statement was, critically ill.

G33 REIMBURSEMENT OF TRANSPORT COSTS FOR SPECIALIST MEDICAL TREATMENT

G33.1 Where an ongoing employee working outside a capital city, or a dependant of the employee who resides with the employee, is required to travel for specialist medical treatment, the Chief Executive Officer may authorise the reimbursement of the cost of reasonable return transport for the person requiring specialist medical treatment.

G33.2 Where circumstances prevent the person receiving the treatment from returning home on the same day, the Chief Executive Officer may authorise the reimbursement of reasonable costs incurred for accommodation.

G33.3 The Chief Executive Officer will only authorise reimbursement where the employee submits a statement from a registered medical practitioner stating the nature of the medical problem and certifying that the travel for specialist medical treatment was necessary. Any assistance provided by GBRMPA will take into account any assistance provided by private health care, the public health care system and/or community schemes.

G34 LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

G34.1 Where loss or damage occurs to clothing or personal effects in the course of an employee's work, other than due to negligence on the behalf of the employee, the Chief Executive Officer may provide assistance in terms of replacement cost taking into account:

- (a) The age of the item; and
- (b) Any other assistance available through insurance.

G34.2 The employee will be required to provide a signed declaration for consideration.

G35 EXTRA DEPENDANT CARE COSTS

G35.1 In recognition of dependent care responsibilities, the Chief Executive Officer may authorise reimbursement of reasonable expenses arising from additional dependent care arrangements which are necessary because:

- (a) The employee is required to travel for business purposes;
- (b) The employee is required by the General Manager to attend a meeting outside the standard bandwidth.

G35.2 Reimbursement must be approved in writing by the Chief Executive Officer prior to business travel or meeting attendance.

G36 MATURE AGE WORKERS' BENEFITS

G36.1 Employees over 50 years will be eligible for a one-off payment up to the value of \$500 towards obtaining independent financial advice.

G37 SUPERANNUATION CHOICE

G37.1 The Public Sector Superannuation Accumulation Plan (PSSap) will be the default fund for employees. GBRMPA limits superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by GBRMPA's payroll system.

G37.2 Employee contributions to the PSSap or any other employee nominated complying fund will be 15% of the employee's fortnightly notional contribution salary (based on salary at the employee's last birthday).

G37.3 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.

G37.4 Superannuation will continue to be paid for employees 70 years of age or older if they meet the work test. The work test is if an employee has worked at least 40 hours over 30 consecutive days of gainful employment in that financial year.

G37.5 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.

G37.6 For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner and foster care leave), employer contributions will be made for a period equal to a maximum of 18 weeks as if the leave was paid leave, in accordance with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made.

G38 SALARY PACKAGING

- G38.1** Ongoing employees or non-ongoing employees with contracts of greater than two (2) years may choose to sacrifice part or all of their salary in exchange for non-cash benefits. All additional costs incurred as a result of any salary packaging arrangement, including any fringe benefits tax and administrative transaction costs, will be met by the employee on a salary sacrifice basis.
- G38.2** GBRMPA will provide educational material to employees regarding salary packaging.

PART H LEAVE

H1 AUTHORITY TO GRANT LEAVE

- H1.1** The Chief Executive Officer may grant an employee leave in accordance with the following provisions.
- H1.2** Additional information on leave can be found in the GBRMPA Leave Policy.

H2 ACCRUAL OF ANNUAL LEAVE

- H2.1** GBRMPA employees will accrue 26 working days paid annual leave per year of service credited on a pro rata basis from date of engagement.
- H2.2** Annual leave will accumulate, however an employee's annual leave credits must be no greater than 50 days at 30 September each year.

H3 USE OF ANNUAL LEAVE

- H3.1** Employees may access their annual leave as it accrues. Granting of annual leave will be subject to operational requirements.
- H3.2** Where a public holiday occurs during a period of approved annual leave the public holiday will not be deducted from the employee's annual leave credits.
- H3.3** Annual leave counts as service for all purposes.
- H3.4** Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave entitlement in a manner which avoids their credit exceeding 50 days.
- H3.5** Annual leave on half pay may be approved by the Chief Executive Officer and annual leave credits will only be deducted at half the duration.

H4 ADDITIONAL ANNUAL LEAVE FOR SHIFT WORKERS

- H4.1** A shift worker will accrue an additional five (5) days paid annual leave per annum credited on a pro rata basis from the time they commence shift work.

H5 INSTRUCTIONS FOR EMPLOYEES WITH AN ANNUAL LEAVE CREDIT GREATER THAN 50 DAYS

- H5.1** As at 30 September each year an employee with an annual leave credit greater than 50 days will be instructed by their Director to take annual leave from 1 October for the period necessary to reduce their annual leave credit to 50 days or below, but only if the requirement is reasonable.
- H5.2** An employee is eligible to cash out annual leave if:
- The employee has taken a minimum of two (2) weeks annual leave in the previous 12 months.
 - The employee gives GBRMPA a written election to cash out the amount of annual leave prior to 1 October.
- H5.3** An employee cannot cash out an amount of leave that would reduce the balance below four (4) weeks (20 days).
- H5.4** An employee shall receive pay in lieu of the amount of annual leave at a rate that is no less than the employee's rate of pay at the time that the election was made.

- H5.5** Where an employee's annual leave credit will remain in excess of 50 days on 30 September post an election to cash out annual leave, the employee will be instructed to be on annual leave from 1 October for the period necessary to reduce their annual leave credit to 50 days.
- H5.6** Where an employee who will otherwise have a leave credit in excess of 50 days on 30 September in any year applies to use part or all of that leave the Chief Executive Officer will either:
- (a) Approve the leave.
 - (b) If the employee cannot be released on the dates requested due to operational requirements, negotiate alternative dates for the leave with the employee. The alternative dates must be on or before 1 October in that year.
- H5.7** Where an employee has been on compensation leave and has commenced a graduated return to work program, they will not be instructed to be on leave until three (3) months after returning to their pre-injury hours of work.
- H6 REIMBURSEMENT OF EXPENSES – CANCELLATION OF ANNUAL LEAVE OR RECALL TO DUTY**
- H6.1** Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from annual leave or to work during a public holiday, the employee may be reimbursed travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source. The employee must submit a formal request for any reimbursement.
- H7 PAYMENT IN LIEU UPON RETIREMENT, RESIGNATION, TERMINATION OF EMPLOYMENT OR DEATH**
- H7.1** Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave credits. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- H8 ACCRUAL OF PERSONAL LEAVE**
- H8.1** Full time ongoing employees will be granted 18 days full-pay personal leave on the date of the employee's engagement to the APS and thereafter will accrue on a pro-rata basis after the first year of service.
- H8.2** Non-ongoing full time employees will accrue 18 days full pay personal leave per year of service on a pro-rata basis from date of engagement.
- H8.3** An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.
- H8.4** Unused personal leave will accumulate, but cannot be paid out on separation.
- H8.5** Approved personal leave with or without pay counts as service for all purposes.
- H9 USE OF PERSONAL LEAVE**
- H9.1** Where an employee is unexpectedly unable to attend work, the employee or the employee's representative (where the employee is unable to) must contact the employee's supervisor before 9.30am other than in exceptional circumstances. If the employee's supervisor is not available or is unable to be contacted, the employee must attempt to make contact with another member of the area's management team. If no manager or supervisor is able to be contacted, the employee must make contact with a member of the employee's immediate team.
- H9.2** Paid personal leave is available for the purposes of:
- (a) Personal illness or injury; and
 - (b) Caring purposes as outlined in Part H10.

H9.3 An employee may be granted leave at half pay if requested. This will result in the period of leave for which the employee is absent being deducted from the leave credits at half the full time rate.

H10 USE OF PERSONAL LEAVE FOR CARING PURPOSES

H10.1 Paid personal leave may be taken by an employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, because of:

- (a) A personal illness, or injury; or
- (b) An unexpected emergency affecting the member.

H11 CARER'S ROOM

H11.1 GBRMPA will endeavour to provide a carer's room within its offices to provide flexibility for employees in such circumstances. Further information on the use of the carer's room can be found in the GBRMPA policy for Use of the Carer's Room.

H12 SUPPORTING EVIDENCE

H12.1 Supporting evidence for personal leave, whether related to the employee or for carer's purposes will be:

- (a) A medical certificate; or
- (b) A statutory declaration; or
- (c) Reasonable documentary evidence as determined by the Chief Executive Officer.

H12.2 An employee may take up to 10 days paid personal leave per accrual year without providing supporting evidence. However, no more than three (3) consecutive days of paid personal leave may be taken without the employee providing supporting evidence.

H12.3 At any stage a supervisor may request an employee to provide supporting evidence for taking a personal day.

H13 ACCESS TO PERSONAL LEAVE ON PUBLIC HOLIDAYS, ANNUAL LEAVE, PURCHASED LEAVE, LONG SERVICE LEAVE AND MATERNITY LEAVE

H13.1 Personal leave will not be debited where an employee is medically unfit on a public holiday which the employee would otherwise have observed.

H13.2 If an employee becomes eligible for a prevailing type of leave provided in accordance with the National Employment Standards (NES) during a period of annual leave, purchased leave or long service leave, the Chief Executive Officer will approve the substitution of leave. Such approval is subject to an employee's eligibility for the prevailing leave type including available leave credits, where applicable, and the production of satisfactory evidence. Annual leave, purchased leave or long service leave will be re-credited to the extent of another leave granted.

H13.3 An employee is unable to access paid personal leave while on paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* and while on the additional two (2) weeks GBRMPA approved maternity leave.

H14 NO RETIREMENT FOR INVALIDITY BEFORE PERSONAL LEAVE CREDITS EXHAUSTED

H14.1 An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal leave credits have been exhausted except as provided by legislation.

H15 WAR SERVICE PERSONAL LEAVE

H15.1 Former Australian Defence Force employees who have sustained a war-caused or Defence-caused injury or illness will accrue two (2) separate credits of paid war service personal leave:

- (a) Special Credit: nine (9) weeks war service personal leave is credited on first commencement with APS following eligible military service.
 - (b) Annual Credit: three (3) weeks annual credit on commencement and again following each 12 months of service. Unused credits accumulate, subject to a maximum credit balance of nine (9) weeks. This credit cannot be accessed until the special credit has expired.
- H15.2** The Chief Executive Officer may only grant war service personal leave when an employee is unfit for duty due to a war caused or Defence caused medical condition. The employee should present a statement from the Department of Veterans' Affairs stating what condition(s) has been accepted as being war-caused or Defence caused within the meaning of the relevant legislation.
- H15.3** In applying for War Service Personal Leave the employee must present a medical certificate stating the nature of the medical condition and stating it was a war-caused or Defence caused condition.
- H15.4** Where an employee's war service personal leave credits have expired, the employee may apply for personal leave.
- H15.5** Employees who re-join the APS and who have been credited with war service personal leave in respect of an earlier period of APS employment will be credited with the following:
- (a) Any special credit that remained unused at the final day of the prior APS employment may be carried forward.
 - (b) Any annual credit held on the final day of previous APS employment. The next annual credit will accrue when the employee's period of service since recommencement and the employee's period of service between 1 November before cessation and the date of cessation from the APS equals 12 months. Thereafter, further annual credits will accrue after each 12 months of service.

H16 COMPASSIONATE LEAVE (BEREAVEMENT LEAVE)

- H16.1** An employee is entitled to three (3) days paid leave on each occasion that compassionate leave is required. The leave may be accessed when a member of the employee's family or household:
- (a) Contracts or develops a personal illness or sustains a personal injury that poses a serious threat to life; or
 - (b) Dies.
- H16.2** A casual employee may access three (3) working days of unpaid leave on each occasion that compassionate leave is required.
- H16.3** The employee may be required to provide medical evidence, or a copy of a death certificate or funeral notice, if requested by the supervisor.
- H16.4** An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:
- (a) A single, unbroken period of up to three (3) days;
 - (b) Three (3) separate periods of one (1) day each; or
 - (c) Any separate periods to which the employee and their supervisor agree.

H17 CHRISTMAS/NEW YEAR LEAVE

- H17.1 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.
- H17.2 Where an employee is absent on leave, payment for the Christmas close down provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is on half pay).
- H17.3 There will be no deduction from Annual or Personal/carer's leave credits for the close down days.
- H17.4 Reef HQ employees required to work on any of these days will be provided with the equivalent time off in lieu at a time convenient to each employee and agreed with their manager. This time off in lieu will be on a day for day basis.

H18 DEFENCE RESERVE LEAVE

- H18.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- H18.2 An employee is entitled to ADF Reserve leave with pay, for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
 - (a) During the employee's first year of ADF Reserve service, a further two (2) weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (b) With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years, to enable the employee to undertake training as a member of the ADF Reserve.
 - (c) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- H18.3 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three (3) weeks each financial year to perform duties as an officer or instructor of cadets. For those purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
- H18.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- H18.5 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- H18.6 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

H19 LONG SERVICE LEAVE

- H19.1 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
- H19.2 Except where an employee is on parental leave, an employee does not have an unqualified right to access long service leave at any particular time and the Chief Executive Officer will consider applications against operational requirements.
- H19.3 To provide for more flexible access to long service leave, leave may be granted for a minimum period of seven (7) calendar days (one (1) calendar week) or fourteen (14) calendar days (two (2) calendar weeks) at half pay.
- H19.4 Long Service Leave cannot be broken with other periods of leave, except as provided by

legislation.

H20 PAID MATERNITY LEAVE

H20.1 Employees are covered by the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act) which provides paid maternity leave for eligible employees, and unpaid maternity leave. An employee with an entitlement to paid leave under the ML Act will receive an additional two (2) weeks' paid leave.

H21 PAID ADOPTION/FOSTER CARERS LEAVE

H21.1 An employee who:

- (a) Has at least 12 months continuous service in the APS; and
- (b) Adopts an eligible child or assumes long-term responsibility for an eligible child arising from the placement of the child through permanent fostering arrangement; and
- (c) Is the eligible child's primary care giver is entitled to up to 14 weeks' paid adoption/foster carers leave immediately after the placement of the eligible child with the employee for adoption or fostering.

H21.2 An employee may elect in advance to take that leave at half pay up to a maximum of 28 weeks.

H21.3 Where payment is spread over a longer period, a maximum of 14 weeks will count as service.

H21.4 An employee who applies for paid adoption/foster carers leave must provide GBRMPA with the following documents:

- (a) A statement from an adoption/fostering agency of the expected date for the placement of the eligible child; and
- (b) A statutory declaration made by the employee which states:
 - (i) That the child who will be placed with the employee is an eligible child;
 - (ii) That the employee intends to be the child's primary care-giver at all times while on paid adoption/foster carer's leave;
 - (iii) The first and last days of the period (or periods) of adoption/foster carers leave, or any other authorised leave taken, or intended to be taken, by the employee's spouse because of the placement of the child; and
 - (iv) That the employee will not engage in any conduct inconsistent with the employee's contract of employment while on adoption/foster carers leave.

H21.5 An employee may not take personal/carer's leave during the period of paid adoption/foster carers leave.

H21.6 Paid adoption/foster carers leave counts as service for all purposes.

H21.7 For the purpose of these clauses relating to adoption/foster carers leave, eligible child means a child who:

- (a) Has not previously lived continuously with the employee for a period of six (6) months or more before the day of placement, and
- (b) Is not a child or step-child of the employee or the employee's spouse or the employee's de facto partner.

H22 HALF-PAY OPTION

H22.1 Employees who are eligible for paid maternity 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. Where payment is spread over a longer period, a maximum of 14 weeks will count as service.

H22.2 Employees are entitled to additional maternity leave without pay for a period of up to one (1) year inclusive of any paid leave periods, in accordance with the ML Act. This leave is

counted towards the total of five (5) years parental leave referred to in clause H23.3 and 23.4.

H22.3 Clauses H23.3 and 23.4 also apply to adoption/fostered/warded situations but only as unpaid leave.

H23 PARENTAL LEAVE

H23.1 An employee is entitled to 10 working days paid leave within four (4) weeks of a birth event involving the employee's partner.

H23.2 The entitlement to parental leave (maternity leave, paternity leave, pre-adoption, and adoption leave) is provided for under the FW Act.

H23.3 Employees may seek parental leave up to a maximum period of two (2) years in accordance with the FW Act.

H23.4 Up to an additional three (3) years Leave Without Pay (LWOP) may be granted following the initial two (2) year Parental Leave period as described in clause H23.3. Parental leave is without pay. Parental leave without pay does not count for service, except as otherwise provided by legislation.

FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

H23.5 An employee may request flexible working arrangements in accordance with section 65 of the FW Act.

H24 RETURN TO WORK AFTER PARENTAL LEAVE AND FOSTER LEAVE

H24.1 On ending parental, maternity or foster leave, an employee is entitled to return to:

- (a) the employee's pre-parental/maternity leave duties or
- (b) if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

H24.2 For the purposes 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 the part-time employment began or
- (c) otherwise, immediately before the employee commenced maternity or parental leave.

H25 SABBATICAL LEAVE (DEFERRED SALARY SCHEME)

H25.1 Sabbatical leave provides GBRMPA employees with flexible working arrangements that provide the opportunity to undertake up to 12 months leave for a broad range of activities, including professional development, travel and transition to retirement.

H26 PURCHASED LEAVE (EMPLOYEE FUNDED LEAVE)

H26.1 The Purchased Leave Scheme enables employees to sacrifice salary to purchase up to four (4) weeks (150 hours) additional leave per year with salary payments averaged over the whole year to ensure that a standard pay rate is received each fortnight. This 12 month period is known as the Purchased Leave Period and corresponds with either the calendar year or financial year. Granting of purchased leave is subject to operational requirements and approval from the Chief Executive Officer.

H26.2 All GBRMPA employees (excluding non-ongoing employees employed for less than 12 months) are eligible to apply for purchased leave.

H26.3 Employees may apply to purchase up to four (4) weeks (150 hours) additional leave each year. The leave must be purchased in whole weeks only based on the employee's normal hours of work.

- H26.4** Applications for purchased leave will not be approved retrospectively. An application for purchased leave must be submitted to the employee's supervisor by the end of April for the following financial year or end of November for the following calendar year, on which the employee:
- (a) Nominates the number of weeks being requested and the proposed dates the leave will be taken
 - (b) Provides a brief description of the reason for the request e.g. family needs or extended travel.

H27 PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE

- H27.1** Where an employee moves into the Agency (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
- H27.2** Where an employee is engaged in the Agency immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.
- H27.3** For the purposes of this clause:
- (a) 'APS employee' has the same meaning as the *Public Service Act 1999*.
 - (b) 'Parliamentary service' refers to engagement under the *Parliamentary Services Act 1999*.
- H27.4** Where a person is engaged as an ongoing employee in the Agency, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Agency or another) the Agency head may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave (however described).

H28 ENTITLEMENT TO ACCRUED CREDITS

- H28.1** The entitlement to these accrued credits of leave, and any future entitlements to annual leave and personal leave, will be those prevailing in GBRMPA.

H29 PUBLIC HOLIDAYS

- H29.1** Employees will be entitled to the following public holidays:
- (a) New Year's Day (1 January)
 - (b) Australia Day (26 January)
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Anzac Day (25 April)
 - (f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - (g) Christmas Day (25 December)
 - (h) Boxing Day (26 December)
 - (i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- H29.2** If under a state or territory law, a day or part day is substituted for one (1) of the public holidays listed above, then the substituted day or part day is the public holiday.

- H29.3** The Chief Executive Officer 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.
- H29.4** An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- H29.5** Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) 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 on half pay).

H30 CULTURAL, CEREMONIAL AND NAIDOC LEAVE

- H30.1** Employees from other cultural and religious backgrounds can access leave to attend important events – up to three (3) days per year. Any additional days may be approved by the Chief Executive Officer.
- H30.2** Attending National Aboriginal and Islander Day Observance Committee (NAIDOC) ceremonies – up to three (3) days per year. Any additional days may be approved by the Chief Executive Officer.

H31 MISCELLANEOUS LEAVE

- H31.1** Leave may be granted by the Chief Executive Officer having regard to operational requirements:
- (a) For the period, or part of the period requested;
 - (b) With or without pay;
 - (c) Subject to conditions.
- H31.2** Where leave is refused the Chief Executive Officer will advise the employee in writing of the reason for the decision.

H32 OTHER LEAVE

- H32.1** Other leave with pay will be granted by the Chief Executive Officer for:
- (a) Emergency purposes i.e. inability to attend work due to a genuine local emergency situation;
 - (b) Disaster situations (where an employee's home or contents have been destroyed or significantly damaged by a disaster – limit of four (4) days)
 - (c) Members of emergency service organisations to assist during emergencies (e.g. cyclones, floods etc. – limit of four (4) days),
 - (d) Returned soldiers for medical purposes (subject to presentation of satisfactory evidence), or
 - (e) Attending Jury Service.

PART I PERFORMANCE CULTURE

11 PERFORMANCE AND DEVELOPMENT SCHEME (PDS)

- 11.1** All ongoing employees, and non-ongoing employees with contracts longer than six (6) months, are required to participate in the GBRMPA PDS. The only exceptions are ongoing employees engaged within three (3) months of the end of the performance cycle. Performance planning and assessment for these employees will be undertaken as part of their probation (see clause F1.1). Further information on the PDS can be found in the GBRMPA Performance and Development policy.

12 LEARNING AND DEVELOPMENT

- 12.1** All ongoing employees and non-ongoing employees with contracts longer than six (6) months are required to identify their Learning and Development needs in individual Learning and Development Agreements, as part of the GBRMPA's Performance Development Scheme (PDS).
- 12.2** The Chief Executive Officer may approve learning and development activities where:
- (a) They address a strategic corporate requirement which is relevant to the employee's current duties and/or career development within the GBRMPA
 - (b) It is specified in the employee's Learning and Development Agreement
 - (c) The proposal is considered a priority in terms of organisational wide proposals.
- 12.3** Further information on Learning and Development can be found in the GBRMPA Learning and Development policy.

13 STUDY ASSISTANCE

- 13.1** The Chief Executive Officer may approve study assistance in the form of paid or unpaid leave and/or reimbursement of fees for eligible employees undertaking a course of study that is conducted or arranged by Australian universities, TAFE colleges, or any other approved institutions.
- 13.2** Further information on study assistance can be found in the GBRMPA Policy on Study Assistance.

14 PROFESSIONAL MEMBERSHIP FOR DEVELOPMENT

- 14.1** A Director may approve the payment of one (1) annual professional membership for an ongoing employee where that membership provides for professional standing and development directly related to the employee's position.

15 ASSISTING PERFORMANCE

- 15.1** Managers and employees have a joint responsibility to address performance matters promptly.
- 15.2** A supervisor may make an assessment at any time that an employee's performance is failing to meet expectations or is likely not to meet expectations without improvement.
- 15.3** Where such an assessment is made, the employee and their supervisor will identify and work towards the employee attaining and sustaining the standard of performance required to meet expectations. This will typically involve informing the employee where expected outcomes are not or appear unlikely to be met, discussing reasons for underperformance, and clarifying expectations about performance where appropriate.
- 15.4** If an ongoing employee, who is not a probationary employee, does not attain and sustain the standard of performance required, a performance improvement plan will be instituted which will set out the standard of performance required and provide a period during which the employee must attain and sustain the standard of performance required, and set out possible consequences if the employee's performance does not meet expectations.
- 15.5** A formal assessment period of 12 weeks will apply unless a shorter period is agreed

between the employee and the relevant delegate.

- 15.6 In developing a performance improvement plan, both employee and supervisor should be involved in the process of identifying and implementing strategies or measures aimed at improving performance.
- 15.7 A supervisor and an employee will meet regularly during the performance improvement process.
- 15.8 At the conclusion of the performance improvement plan, the supervisor will make an assessment as to whether the employee has attained, and demonstrated the ability to sustain, the expected standard of performance.
- 15.9 An employee may provide a written response to the supervisor's summary and this report will form part of the record.
- 15.10 Following the completion of a performance improvement process, the Chief Executive Officer may:
 - (a) Take no further action as the employee has met the expected standards;
 - (b) Extend the assessment period;
 - (c) Reduce the employee's classification level;
 - (d) Reduce the employee's pay point within a classification level to the lowest pay point;
 - (e) Redeploy the employee at the same classification level;
 - (f) Terminate the employee's employment; or
 - (g) Other actions considered appropriate.
- 15.11 An employee may have an employee representative or support person present for any discussions relating to the performance improvement process and outcomes.
- 15.12 Further information on assisting performance can be found in the relevant GBRMPA policy and procedure.

PART J REDEPLOYMENT AND REDUNDANCY

J1 APPLICATION OF THIS SECTION

- J1.1 The following provisions apply to all employees covered by this Agreement excluding:
 - (a) An employee serving a probationary period; or
 - (b) Non-ongoing or casual employees.

J2 DEFINITIONS

- J2.1 The following definitions in Table B apply to this Part:

TABLE B

Potentially excess employee	An employee will be considered potentially excess where there is a possibility or probability they will be subject to the organisational factors as defined below for an excess employee.
Notification	Where GBRMPA is aware that an employee is likely to become excess, the employee is advised accordingly.
Consultation Period	Is a period of four (4) weeks commencing from the date the Director or General Manager commences discussions with the employee regarding their potentially excess status.
Excess employee	An employee will be considered excess where one (1) or more of the below points are met: <ul style="list-style-type: none"> (a) GBRMPA declares an employee excess after the four (4) weeks consultation period, or earlier if the employee consents. (b) The employee is part of a class of employees that is larger in size than is

	<p>necessary for the efficient and economical working of GBRMPA.</p> <p>(c) The services of an employee cannot be effectively used because of technological or other changes in the work methods of GBRMPA, or structural or other changes in the nature, extent or organisation of the functions of GBRMPA.</p> <p>(d) The duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the Chief Executive Officer has determined that these provisions will apply to that employee.</p>
Consideration Period	Is a period of four (4) weeks commencing from the date the Chief Executive Officer declares an employee to be excess and makes that excess employee a formal offer of voluntary termination.
Salary	<p>Includes:</p> <p>(a) The employee's salary on the date of termination</p> <p>(b) Temporary performance loading where the employee has received the loading for a continuous period of at least 12 months immediately preceding the date on which the employee is given a formal offer of a voluntary termination.</p> <p>(c) Allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.</p>
Retention Period	<p>(a) Six (6) months where an employee has 10 years of APS service.</p> <p>(b) Three (3) months for other employees.</p> <p>The retention period commences the day after the expiry of the consultation and consideration periods in cases where an offer of voluntary termination has been offered and rejected, and where GBRMPA proceeds with involuntary termination.</p>

J3 CONSULTATION PROCESS

- J3.1 When the Chief Executive Officer is aware that an employee is likely to become potentially excess or excess, the Chief Executive Officer will notify the employee, in writing, of the situation at the earliest practicable time, and will invite the employee to discuss their situation. The nature of discussions will depend upon whether the employee is likely to become potentially excess or excess, as this will guide the discussion in terms of proposed action. The employee will be entitled to bring a support person to the discussions.
- J3.2 At the time the employee is identified as potentially excess, they will be offered assistance and support consistent with the GBRMPA Redeployment Principles and any APS wide Redeployment Policy in place at the time which will include:
- (a) Advice on the redeployment and redundancy processes
 - (b) A point of contact for individual queries
 - (c) The ability to request calculations of their redundancy pay out figure
 - (d) Assistance with identifying redeployment opportunities, including referral to an approved provider of redeployment services
 - (e) Training and re-skilling assistance as per the GBRMPA redeployment principles
 - (f) Access to the Employee Assistance Program for free personal counselling.

J4 REDEPLOYMENT PROCESS FOR POTENTIALLY EXCESS EMPLOYEES

J4.1 Priority consideration for vacancies at level is provided to potentially excess employees. Where the employee nominates a representative they wish to be involved in the redeployment process, the Chief Executive Officer will hold discussions with the employee and their representative.

J5 TRANSITION FROM POTENTIALLY EXCESS TO EXCESS

J5.1 GBRMPA will continually monitor the progress of redeployment action and the likelihood of the employee being placed at level. The period of time allowed for this is variable depending upon job vacancies and the skills and qualifications of the employee.

J5.2 Where GBRMPA believes that the possibility of a suitable vacancy at level is unlikely, the potentially excess employee may be declared excess.

J5.3 In some circumstances, the organisational factors as defined in clause 18.2 (excess employee) will be immediate and may not allow the employee to be regarded as potentially excess, and therefore eligible for internal redeployment. In such cases, the employee will be immediately declared as excess.

J6 EXCESS EMPLOYEE(S) - CONSULTATION PERIOD

J6.1 Where an excess employee situation is identified the Chief Executive Officer will:

- (a) Advise in writing, the employee(s) directly affected and their representatives of the situation, the reasons and scope.
- (b) Outline the reasons why redeployment is not viable and discuss the process for voluntary termination.
- (c) Hold discussions with the employee(s) and their representatives.
- (d) Declare the employee as excess and offer the affected employee(s) voluntary termination.

J6.2 Where 15 or more employees are likely to become excess the Chief Executive Officer will comply with the provisions of sections 530 and 531 of the FW Act.

J7 VOLUNTARY TERMINATION OFFER

J7.1 The offer must state when the Chief Executive Officer proposes to issue the termination notice if the offer is accepted.

J7.2 The offer should include the following information to assist the employee in their considerations:

- (a) Amount payable as termination pay, pay in lieu of notice, and accrued annual and long service leave credits.
- (b) Contact details for superannuation contribution information providers.
- (c) Taxation rules applicable to the various payments.

(d) The availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$500.

J7.3 Only one offer of voluntary termination will be made to an employee.

J8 EXCESS EMPLOYEE(S) - CONSIDERATION PERIOD

J8.1 The employee(s) will have four (4) weeks in which to consider the offer of voluntary termination.

J8.2 An employee who has received an offer of voluntary termination must advise the Chief Executive Officer, in writing, before the end of the consideration period whether the employee wishes to accept or reject the offer of voluntary termination.

J8.3 If the employee does not accept the formal offer of voluntary termination and indicates their preference for continued employment within the APS or elsewhere, the employee will

be taken to have a preference to be considered for involuntary termination, and their retention period will commence in accordance with clause J14.

J9 EARLY VOLUNTARY TERMINATION OPTION

- J9.1** Should the employee request an earlier termination date that falls within the discussion and consideration period, if approved by the Chief Executive Officer the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period.
- J9.2** An offer of voluntary termination to an employee who is not fit for work and not at work may be made to an employee who is excess in accordance with the excess employee circumstances outlined in clause J3.2, only where the Chief Executive Officer, having regard to the Commonwealth's potential liability, decides it is appropriate.

J10 VOLUNTARY TERMINATION PROCESS

- J10.1** If an employee accepts an offer of voluntary termination, and the Chief Executive Officer agrees to the termination, the Chief Executive Officer will issue a "notice of termination" under section 29 of the PS Act.
- J10.2** The period of notice will be four (4) weeks, or five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous current APS service at the time of the offer.
- J10.3** Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.
- J10.4** Notice of termination will not be given before the end of the discussion and consideration period without the agreement of the employee.

J11 SEVERANCE PAY

- J11.1** As per clause J7.1 an employee who is offered and accepts voluntary termination and whose employment is terminated by the Chief Executive Officer under section 29 of the PS Act on the grounds that they do not meet the requirements, will be entitled to the following severance pay:

- (a) Two (2) weeks salary for each completed continuous year of service, and a pro-rata payment for each completed continuous month of service since the last completed year of service, to a maximum of 48 weeks salary.

Note: The severance pay an excess employee will receive as calculated under the Agreement is subject to any minimum entitlement the employee has under the National Employment Standards (NES).

- J11.2** Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time during their 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.

J12 SERVICE FOR SEVERANCE PAY PURPOSES

- J12.1** Service for severance pay purposes means:
- (a) Service in GBRMPA;
- (b) Government service as defined in section 10 of the LSL Act;
- (c) Service with a Commonwealth body (other than service with a Joint Commonwealth - State body corporate in which the Commonwealth does not have 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 *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and

- (f) Service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

J12.2 For earlier periods of service to count, there must be no breaks between the periods of service, except where:

- (a) The break in service is less than one (1) month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
- (b) The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.

J13 SERVICE NOT TO COUNT FOR SEVERANCE PAY PURPOSES

J13.1 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

- (a) Termination under section 29 of the PS Act.
- (b) Prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service.
- (c) Voluntary retirement at or above the minimum retiring age applicable to the employee.
- (d) Payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

J13.2 Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

J14 RETENTION PERIOD

J14.1 Should an employee not accept the formal offer of voluntary termination, the employee will be formally advised that GBRMPA has commenced involuntary termination proceedings and their retention period commences on the day after the expiry of the discussion and consideration period.

J14.2 During the retention period:

- (a) GBRMPA will continue to provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy.
- (b) Employees will take reasonable steps to secure permanent re-assignment or placement.

J14.3 The retention period is:

- (a) Six (6) months where an employee has ten (10) years APS service.
- (b) Three (3) months for other employees.

The above retention periods will be reduced by an amount equivalent to any NES redundancy payment the employee would be entitled to on termination of employment.

J14.4 Where the Chief Executive Officer determines there is insufficient productive work available to an excess employee during the retention period, the Chief Executive Officer may, with the agreement of the employee, terminate their employment under section 29 of the PS Act and pay an appropriate amount if prescribed under the NES. Employees who are terminated in accordance with this clause are not entitled to severance pay as per clause J11.

J15 SUPPORT DURING RETENTION PERIOD

- J15.1** The following provisions will apply to employees during their retention period:
- (a) In respect of payments for outplacement services or training opportunities that would be expected to enhance employment prospects, employees at the APS1-6 levels can access up to \$3,000 and employees at the EL1 level and above can access up to \$5,000.
 - (b) Employees may, on request, seek to use the above assistance to meet reasonable travel costs and incidental expenses incurred while seeking alternative employment.

J16 REDUCTION IN CLASSIFICATION

- J16.1** If a suitable vacancy does not exist at the same level within GBRMPA or where the Chief Executive Officer proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given four (4) weeks' notice. If reduction occurs after the offer of voluntary termination and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

J17 LEAVE DURING THE RETENTION PERIOD

- J17.1** Retention periods will only be extended by certified leave for personal illness or injury or mandatory Maternity Leave, where the Chief Executive Officer is satisfied that an employee is substantially incapacitated and unfit for work. The retention period will not be extended for other absences except where the Chief Executive Officer is satisfied that exceptional circumstances exist. The period will not be extended on these grounds beyond an additional eight (8) weeks.

J18 INVOLUNTARY TERMINATION

- J18.1** If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, their employment will be terminated under section 29 of the PS Act.
- J18.2** Where an excess employee's employment is to be terminated the employee will be given four (4) weeks' notice of termination (five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.
- J18.3** Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.
- J18.4** In deciding whether to terminate an excess employee, the Chief Executive Officer will take account of any re-assignment process that may be in progress.
- J18.5** An excess employee may consent to involuntary termination during the retention period.

PART K CLASSIFICATION STRUCTURE AND SALARY RATES

K1 STANDARD CLASSIFICATIONS

TABLE C

APS Classification	Pay Point	Rates on commencement	Rates 12 months from commencement	Rates 18 months from commencement
		3%	2%	1%
APS Level 1	APS 1.1	\$41,108	\$41,930	\$42,350
	APS 1.2	\$45,665	\$46,578	\$47,044
	APS 1.3	\$50,221	\$51,225	\$51,737
	Perform Point	\$51,161	\$52,184	\$52,706
APS Level 2	APS 2.1	\$51,365	\$52,392	\$52,916
	APS 2.2	\$53,136	\$54,198	\$54,740
	APS 2.3	\$54,908	\$56,006	\$56,566
	APS 2.4	\$56,679	\$57,812	\$58,371
	Perform Point	\$57,739	\$58,893	\$59,442
APS Level 3	APS 3.1	\$58,148	\$59,311	\$59,904
	APS 3.2	\$59,592	\$60,784	\$61,391
	APS 3.3	\$61,042	\$62,263	\$62,885
	APS 3.4	\$62,556	\$63,807	\$64,445
	Perform. Point	\$63,727	\$65,002	\$65,652
APS Level 4	APS 4.1	\$64,513	\$65,803	\$66,461
	APS 4.2	\$67,236	\$68,591	\$69,267
	APS 4.3	\$68,148	\$69,511	\$70,206
	APS 4.4	\$69,821	\$71,225	\$71,938
	Perform. Point	\$71,165	\$72,558	\$73,283
APS Level 5	APS 5.1	\$71,664	\$73,098	\$73,829
	APS 5.2	\$73,607	\$74,977	\$75,727
	APS 5.3	\$75,550	\$76,856	\$77,624
	APS 5.4	\$77,493	\$78,740	\$79,528
	Perform Point	\$79,436	\$80,213	\$81,015
APS Level 6	APS 6.1	\$79,054	\$80,635	\$81,441
	APS 6.2	\$81,149	\$82,772	\$83,599
	APS 6.3	\$85,100	\$86,802	\$87,670
	APS 6.4	\$88,295	\$90,061	\$90,961
	Perform Point	\$89,947	\$91,746	\$92,663
Executive Level 1	Exec 1.1	\$98,834	\$100,810	\$101,818
	Exec 1.2	\$101,336	\$103,362	\$104,396
	Exec 1.3	\$103,834	\$105,911	\$106,970
	Exec 1.4	\$106,333	\$108,460	\$109,544
	Perform Point	\$108,324	\$110,491	\$111,595
Executive Level 2	Exec 2.1	\$115,750	\$118,065	\$119,246
	Exec 2.2	\$121,601	\$124,033	\$125,273
	Exec 2.3	\$125,737	\$128,252	\$129,535
	Exec 2.4	\$129,984	\$132,584	\$133,909
	Exec 2.5	\$134,273	\$136,958	\$138,328
	Perform. Point	\$136,785	\$139,521	\$140,916

K2 LEGAL OFFICERS

TABLE D

GBRMPA Local Designation	APS Levels	Pay Point	Rates on commencement	Rates 12 months from commencement	Rates 18 months from commencement
			3%	2%	1%
GBRMPA Legal Officer Structure	APS Level 3	LO1.1	\$58,998	\$60,178	\$60,780
	APS Level 4	LO1.2	\$69,112	\$70,494	\$71,199
	APS Level 5	LO1.3	\$72,558	\$74,010	\$74,750
		LO1.4	\$76,978	\$78,518	\$79,303
	APS Level 6	LO1.5	\$84,116	\$85,798	\$86,656
		LO1.6	\$91,424	\$93,252	\$94,185
	Executive Level 1	SLO1.1	\$103,731	\$105,876	\$106,864
		SLO1.2	\$109,742	\$111,937	\$113,057
		SLO1.3	\$118,522	\$120,895	\$122,101
		SLO1.4	\$125,740	\$128,155	\$129,538
	Executive Level 2	PLO1.1	\$133,398	\$137,066	\$137,427
		PLO1.2	\$137,405	\$140,153	\$141,555
		PLO1.3	\$145,289	\$148,194	\$149,676

K3 ALLOWANCES

TABLE E

Allowance Name	Classification	Rates on commencement	Rates 12 months from commencement	Rates 18 months from commencement
Restriction Allowance - non executive level	G22	8.5%	8.5%	8.5%
Restriction Allowance - executive level	G22.3	\$17.73	\$18.08	\$18.26
On Call Maritime Incident Duty Officer Allowance	G23.1	\$248.18	\$253.14	\$255.67
Dive Allowance	G26.1	\$24.93	\$25.42	\$25.68
First Aid Officer Allowance	G27.1(a)	\$18.12	\$18.48	\$18.66
Emergency Response Officer Allowance	G27.1(b)	\$18.12	\$18.48	\$18.66
Chief Emergency Response Officer Allowance	G27.1(c)	\$23.54	\$24.01	\$24.25
WHS Representative Allowance	G27.1(d)	\$18.12	\$18.48	\$18.66
Overboard Accommodation Allowance	G28.4	\$54.64	\$55.73	\$56.29
Camping Allowance	G28.6	\$54.64	\$55.73	\$56.29
At Sea Allowance	G28.8	\$54.64	\$55.73	\$56.29
Healthy Lifestyle Allowance	G30.1	\$150.00	\$150.00	\$150.00
Christmas Shut Down Working Allowance	G31.1(b)	\$109.27	\$111.46	\$112.57
Dependant Remote Locality Allowance	G32.1	\$1,957.00	\$1,996.14	\$2,016.10

PART L DEFINITIONS

Agency	means the Great Barrier Reef Marine Park Authority.
Agreement	means the Great Barrier Reef Marine Park Authority (GBRMPA) Enterprise Agreement 2015-2018.
APS	means Australian Public Service.
PS Act	means <i>Public Service Act 1999</i> as amended from time to time.
Broadbanding	the action of combining two (2) or more classification levels in a single, broadband level. The new broadband level encompasses the full range of work values of the two (2) APS classification levels it reflects.
Casual	A person who works irregular or intermittent hours according to operational needs.
Chief Executive Officer/CEO	means the Chief Executive Officer of the Great Barrier Reef Marine Park Authority who has the powers of Secretary/Agency Head.
Child	means biological child, adopted child, foster child, step child or ward of the employee or of the employee's partner. For adoptive leave purposes, child means adopted child.
Close Relative	means an employee's spouse or partner (without discrimination as to sexual orientation of the employee), a child, a parent, a sibling of the employee or their spouse or partner, or any other person deemed by reason of special circumstances by the Chief Executive Officer.
Delegated Powers	means authority for an employee to exercise a statutory power.
Delegate	means an employee authorised by the Chief Executive Officer to undertake or approve a specified function (i.e. exercise a delegation). The Chief Executive Officer may issue instructions relating to the exercising of these functions.
Dependant	in relation to an employee means: <ul style="list-style-type: none"> (a) An employee's spouse or partner irrespective of sexual orientation (b) An employee's partner (c) A child or parent of an employee or of the spouse/partner. for the purposes of Dependant Remote Locality Allowance an eligible dependant is a dependant who: <ul style="list-style-type: none"> (a) Normally resides with an employee (b) Has an income, if any, of less than the standard Federal Minimum Wage.
Director	means an employee who has responsibility for directing the activities of a section and supervising the person or persons in that section.
Employee	means a person employed by GBRMPA on an ongoing or non-ongoing basis under the <i>Public Service Act 1999</i> .
FWC	means the Fair Work Commission
Flexitime	means a system of flexible working hour arrangements that enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and GBRMPA.

General Manager	means a Senior Executive Service (SES) employee who has overall management responsibility for a Branch within GBRMPA.
GBRMPA	means the Great Barrier Reef Marine Park Authority.
Household Member	means a person who lives at the employee's residence.
Immediate Family	the following are members of an employee's immediate family: a person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a relationship with the employee without discrimination as to sexual preference. This may include a person living in another dwelling. Family includes a spouse, former spouse, de facto partner, a child, or an adult child (including an adopted child, a fostered child or a step child) a parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
Kinship	means connection by blood, marriage, or adoption. Socially recognised family relationship between people who are or have held to be biologically related or who are given the status of relatives by marriage, adoption or other ritual.
Medical Certificate	means a certificate provided by a: <ul style="list-style-type: none"> (a) Registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, chiropractor or podiatrist or (b) A health practitioner other than a registered medical practitioner (e.g. naturopath, herbalist, homeopath, iridologist, osteopath and acupuncturist) in circumstances where the employee has either been referred to that health practitioner by a registered medical practitioner or obtains a registered medical practitioner's endorsement that the treatment provided was desirable.
Non-Ongoing Employee	means a non-ongoing APS employee as defined in section 7 of the <i>Public Service Act 1999</i> .
Ongoing Employee	means an ongoing employee as defined in section 7 of the <i>Public Service Act 1999</i> .
Parent	means biological parent, step-parent, guardian or former guardian, adoptive parent, foster parent or former foster parent.
Parliamentary Service	means employment under the <i>Parliamentary Service Act 1999</i>
Partner/spouse	means the employee's spouse or de facto partner. References to an employee's partner are without discrimination as to sexual orientation. This may include a person living in another dwelling.
Remote Locality	means a remote locality as defined by the Australian Taxation Office.
Salary	the employee's rate of salary/pay (in accordance with PART K) will be salary for all purposes. Participation in salary sacrifice arrangements (purchased leave options, or other relevant arrangements) will not affect salary for these purposes unless specifically authorised/specified.
Supervisor	means an employee who has responsibility for managing the work of another employee, noting that a supervisor may also be a manager or director.

War caused or Defence caused	means a person who, as a member of the Defence Force, rendered continuous eligible full-time service and sustained an injury accepted by the Department of Veterans' Affairs within the meaning of the <i>Veterans' Entitlements Act 1986</i> or the <i>Military Compensation Act 1994</i>
---	--

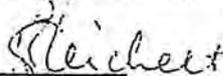
SUPERSEDED

PART M FORMAL ACCEPTANCE OF THIS AGREEMENT

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

By signing below the parties to the agreement signify their Agreement to the terms of the Great Barrier Reef Marine Park Authority Enterprise Agreement 2018 - 2021.

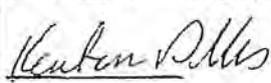
On behalf of the Minister for Environment and Energy


Russell Reichelt
Chief Executive Officer, Great Barrier Reef Marine Park Authority
13 Dec 2017
Dated

On behalf of the employees of the Great Barrier Reef Marine Park Authority


Bargaining Representative
BEN KETTLE
13 Dec 2017
Dated

On behalf of the employees of the Great Barrier Reef Marine Park Authority


Bargaining Representative
KIRSTIN DOOBIS
15/12/2017
Dated

On behalf of the employees of the Great Barrier Reef Marine Park Authority


Bargaining Representative
19 DEC - 2017
Dated

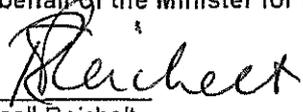
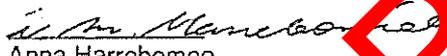
On behalf of the Community and Public Sector Union (CPSU)


CPSU Deputy National President BVP
CPSU DEPUTY SECRETARY, 40 BRISBANE AV BRATON ACT.
13/12/2017
Dated

PART M FORMAL ACCEPTANCE OF THIS AGREEMENT

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

By signing below the parties to the agreement signify their Agreement to the terms of the Great Barrier Reef Marine Park Authority Enterprise Agreement 2018 - 2021.

On behalf of the Minister for Environment and Energy  Russell Reichelt Chief Executive Officer, Great Barrier Reef Marine Park Authority 2-68 Flinders Street, Townsville QLD	th 26 Feb 2018 Dated
On behalf of the employees of the Great Barrier Reef Marine Park Authority  Ben Kettle Bargaining Representative 2-68 Flinders Street, Townsville QLD	23/02/2018 Dated
On behalf of the employees of the Great Barrier Reef Marine Park Authority  Kirstin Dobbs Bargaining Representative 2-68 Flinders Street, Townsville QLD	23/02/2018 Dated
On behalf of the employees of the Great Barrier Reef Marine Park Authority  Anna Harrebomee Bargaining Representative 2-68 Flinders Street, Townsville QLD	23-02-2018 Dated
On behalf of the Community and Public Sector Union (CPSU)  Beth Vincent-Piets CPSU Deputy Secretary 1/40 Brisbane Avenue, Barton ACT	23/2/2018 Dated

SUPERSEDED

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.

SUPERSEDED