



Australian Government  
Bureau of Meteorology



# Bureau of Meteorology Enterprise Agreement 2024



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## Section 1. Technical matters

### Title

- 1.1 This agreement will be known as the Bureau of Meteorology Enterprise Agreement 2024.

### Parties to the agreement

- 1.2 This agreement covers:
- a. the Director, as Agency Head, for and on behalf of the Commonwealth of Australia, as the employer
  - b. all Employees in the Bureau of Meteorology (the Bureau) employed under the *Public Service Act 1999* (PS Act) other than Senior Executive Service Employees, or equivalent; and
  - c. subject to notice being given in accordance with section 183 of the *Fair Work Act 2009* (FW Act) and the following employee organisation/s which were a bargaining representative for this agreement:
    - i. Community and Public Sector Union
    - ii. Electrical Trades Union
    - iii. Professionals Australia.

### Operation of the Agreement

- 1.3 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 1.4 The agreement will nominally expire on 28 February 2027.

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

- 1.7 This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.



- 1.8** This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 1.9** Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

- 1.10** The Bureau and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a. the agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of the Bureau and employee in relation to one or more of the matters mentioned in clause 1.10; and
  - c. the arrangement is genuinely agreed to by the Bureau and employee.
- 1.11** The Bureau must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the FW Act;
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.12** The Bureau must ensure that the individual flexibility arrangement:
- a. is in writing;
  - b. includes the name of the Bureau and employee;
  - c. is signed by the Bureau 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;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - e. states the day on which the arrangement commences.
- 1.13** The Bureau must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 1.14 The Bureau 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 Bureau and employee agree in writing – at any time.
- 1.15 The Bureau and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

- 1.16 The following definitions apply to this agreement:

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

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

**Agency Head** means the Director of the Bureau of Meteorology/Chief Executive Officer, or the Agency Head's delegate.

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

**Agreement** means the Bureau of Meteorology Enterprise Agreement 2024.

**APS** means the Australian Public Service.

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

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

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

**Bureau** means the Bureau of Meteorology.

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

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

**Classification or classification level** means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

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

**Declared Extreme Weather Event** means a period of time where extra staff are required to meet operational requirements due to severe weather, flooding, tsunamis, solar activity, other natural

disaster or contingency. The event is declared and continues until such time a declaration is made that additional employees are no longer required for operational requirements.

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

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

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

**Emergency duty:** When an employee is called to duty as per clause 5.61.

**Emergency situation:** An emergency situation occurs in one of the following three circumstances, and where the required business response time is shorter than normal staff planning lead times:

- a. the government or other agencies call for support to assist with an emergency
- b. the Bureau is required to act in response to severe weather events, natural disasters, an unplanned service fault, or other events, or
- c. the Bureau must enact at short notice a business continuity plan or incident management plan.

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

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

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

**Family** means:

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

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

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

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

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

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

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

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

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

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

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

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

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

**Part-time employee** means an employee whose ordinary hours are less than 36 hours 45 minutes per week in accordance with this agreement.

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

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

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

**Relevant employee** means an affected employee.

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

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

**SES** means Senior Executive Service employee as defined under the PS Act.

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

## Formal acceptance of agreement and signatories

### Employer

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

Signed.....

Full Name: Andrew Johnson

Address: 32 Turbot Street, Brisbane QLD 4000

Bargaining Representative: Community and Public Sector Union

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

Signed.....

Full Name: Beth Vincent – Pietsch

Deputy Secretary, CPSU

Address: 4/224 Bunda St, Canberra City ACT 2601

Bargaining Representative: Professionals Australia

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

Signed.....

Full Name: Scott Crawford

Director – Victoria Professionals Australia

Address: 148 Miller Street West, Melbourne VIC 3003

Employee Bargaining Representative, Bureau of Meteorology:

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

Signed.....

Full Name: Ben Gillson

Address: 700 Collins St, Docklands, Melbourne VIC 3001

## Section 2. Remuneration

### Salary

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

### Payment of salary

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

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

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

### Salary Setting

- 2.5 Where an employee is engaged, moves to, or is promoted in the Bureau, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Agency Head determines a higher salary within the relevant salary range under these provisions.
- 2.6 The Agency Head may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 2.7 In determining a salary under these provisions, the Agency Head will have regard to a range of factors (as relevant) including the employee's experience, qualifications, and skills.
- 2.8 Where an employee commences ongoing employment in the Bureau immediately following a period of non-ongoing employment in the Bureau, the Agency Head will determine the employee's salary within the relevant salary

range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Bureau.

- 2.9** Where an employee commences ongoing employment in the Bureau immediately following a period of casual employment in the Bureau, the Agency Head will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Bureau.
- 2.10** Where an APS employee moves to the Bureau at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 2.11** Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.

## **Incremental advancement**

- 2.12** Further information on salary advancement arrangements may be found in the Bureau's *Arrangements for Salary Advancement Procedure*.
- 2.13** An employee will be able to advance one pay point within their classification range on 1 July of each year provided:
- they have an approved Performance Development Scheme (PDS) Agreement in place for the previous year ending 30 June; and
  - they have performed at least at a satisfactory level at their substantive or higher duties level for an aggregated period of not less than six months within the two previous PDS cycles (i.e. 1 July to 30 June); and
  - that the six-month aggregated period in (b) has not been previously counted for salary advancement.
- 2.14** If an employee has less than 6 months of aggregate eligible service, the Agency Head may exercise their discretion to determine a higher salary in accordance with the Salary Setting clauses.
- 2.15** Eligible service for salary progression will include:
- Periods of paid leave and unpaid parental leave
  - Periods of unpaid leave that counts for service; and
  - Service while employed on a non-ongoing basis.
- 2.16** During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- 2.17** Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

- 2.18 Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
- 2.19 An employee will not be eligible for salary advancement if:
- a. they are being formally managed for underperformance; or
  - b. they are at the top salary point of their classification; or
  - c. they are a casual employee; or
  - d. they do not have an approved PDS Agreement in place.

## **Salary advancement provisions for specific designations and training classifications**

- 2.20 Further information on salary advancement provisions may be found in the Bureau's *Arrangements for Salary Advancement Procedure*.
- 2.21 Separate salary advancement arrangements exist for the following designations and training classifications, as indicated in Attachment A – Base Salaries:
- a. Professional Officer (BOM Broadband 1);
  - b. Professional Officer, Meteorologist – Experiential Learning Program (BOM Broadband 2);
  - c. Research Scientist (BOM Broadband 3);
  - d. Technical Officer (BOM Broadband 4);
  - e. Professional Officer, Hydrology (BOM Broadband 5); and
  - f. Indigenous Australian Government Development Program (BOM Broadband 6).
- 2.22 Progression between classification levels within a broadband as indicated in Attachment A – Base Salaries is subject to necessary skills and proficiencies being met, the availability of work at that level, and through satisfactory performance.

## **Payment at a lower classification**

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

## **Superannuation**

- 2.24 The Bureau will make compulsory employer contributions as required by the applicable legislation and fund requirements.



- 2.25 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 2.26 The Bureau will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Bureau's payroll system.

### **Method for calculating superannuation salary**

- 2.27 The Bureau will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- 2.28 Employer contributions will be made for all employees covered by this agreement.
- 2.29 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### **Payment of superannuation during unpaid parental leave**

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

### **Salary Packaging**

- 2.31 Under this Agreement, an employee may have access to salary packaging using the nominated provider.
- 2.32 Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred. Any administration fees charged by the nominated provider are payable by the employee.

### **Overpayments**

- 2.33 An overpayment occurs if the Agency Head (or the Bureau) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 2.34 Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 2.35 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Agency Head in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

- 2.36** If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- 2.37** The Agency Head and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 2.38** The Bureau and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 2.39** Interest will not be charged on overpayments.
- 2.40** Nothing in clauses 2.33 to 2.39 prevents:
- a. the Bureau from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b. the Bureau from pursuing recovery of the debt through other available legal avenues; or
  - c. the employee or the Bureau from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **Specialists**

### **Research Scientist Advancement**

- 2.41** The Agency Head will conduct an Annual Merit Advancement Program for Research Scientist roles. Further information can be found in the *Research Scientist Promotion Scheme Procedure*.

## Section 3. Allowances and Reimbursements

Further information on allowances may be found in the Bureau's *Allowances and Related Matters Procedure*.

### Higher duties allowance

- 3.1 Where a role needs to be filled for a period of 7 or more consecutive calendar days, inclusive of public holidays, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 3.2 When an employee is required to act in an Executive Level 1 position in 24/7 shift working environments, they will be paid the higher duties allowance for those periods, even if the qualifying period in clause 3.1 is not met.
- 3.3 A shift working employee will be paid a higher duties allowance for periods of less than seven days where the employee of the higher classification is absent on approved leave for a total of seven calendar days or longer inclusive of their rostered days off. For example, where an employee proceeds on approved leave for four shifts and has three rostered days off before, between and/or after these shifts, so that the total absence is seven days, the employee performing the duties of the higher classification would be entitled to a higher duties allowance for the four shifts.
- 3.4 Where an employee has been on temporary assignment of duties in a locality specified in clause 9.61 (extra annual leave for remote localities) for at least 12 months in the preceding two years, the higher duties allowance will continue to be paid during annual leave provided that:
  - a. The employee is in receipt of the allowance in that district at the date of commencing recreation leave; and
  - b. The employee is not returning to the district at the conclusion of that leave.
- 3.5 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Agency Head.
- 3.6 Higher duties allowance is regarded as salary for the purposes of calculation and payment of extra duty, penalty payments and excess travelling time.
- 3.7 An employee who is on a higher duties and is granted paid leave, or who observes a public holiday, will continue to receive the higher duties allowance during that absence if the higher duties allowance would have been paid but for the grant of leave. If the period of paid leave is on less than full pay, the payment of the higher duties allowance is adjusted accordingly.
- 3.8 Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate

of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.

- 3.9** Where an employee is assigned only part of the higher duties, the Agency Head will determine the amount of allowance payable.
- 3.10** Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 7 or more consecutive calendar days, inclusive of public holidays.
- 3.11** The Agency Head may shorten the qualifying period for higher duties allowance on a case-by-case basis.

## **Allowances**

- 3.12** The following rates will be increased by 4.0 per cent from the commencement of this agreement, and subsequently increased by 3.8 per cent from 13 March 2025, and 3.4 per cent from 12 March 2026.
  - a. Allowance in lieu of overtime (Antarctic and Willis Island)
  - b. Common duties allowance;
  - c. Duty at sea allowance;
  - d. Excess travelling time;
  - e. Field technician allowance; and
  - f. Functional allowance.
- 3.13** The following expense-related rates may be adjusted at the discretion of the Agency Head during the life of this agreement taking into account advice issued by the Commonwealth Allowance Subscription Service, or other relevant sources from time to time:
  - a. Accommodation allowance;
  - b. Additional responsibility allowance (Antarctic);
  - c. Antarctic allowance;
  - d. Boarding allowance;
  - e. Board and lodging contribution;
  - f. Cadet book and equipment allowance;
  - g. Camping, camping outlay and additional camping allowance;
  - h. Cooking facilities/no cooking facilities available at board and lodging establishment;
  - i. District allowance;
  - j. Disturbance allowance;
  - k. Incidental allowance;
  - l. Isolated establishment allowance;

- m. Meal allowance;
- n. Motor vehicle allowance;
- o. Overseas travelling and posting allowances;
- p. Rented accommodation contribution;
- q. Temporary accommodation – rental ceilings;
- r. Tuition allowance; and
- s. Willis Island allowance.

**3.14** In the event that the relevant source for providing a rate of an allowance listed at clause 3.13 ceases to provide advice on the rate, the Agency Head will adjust the rate to ensure that the rate maintains reasonable relativity with the expenses that it is intended to cover, and following consultation with affected employees and, where they choose, their representatives.

### **Field Technician Allowance**

- 3.15** Field Technician Allowance at the rate of \$90 per night for the time spent away from the employee's home station, involving an overnight absence will be paid where:
- a. an employee undertakes maintenance, installation and inspection programs for the Bureau and these activities require the employee to be regularly absent from home; and
  - b. the employee is an APS 6 (or equivalent) or below; and
  - c. the employee is not in receipt of Duty at Sea allowance (clause 3.17).
- 3.16** The allowance will be paid for each night spent away from home.

### **Duty at sea**

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

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

Annual Salary x 121% x 1.2; and

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

**3.19** Category B employees are entitled to an allowance which recognises their confinement aboard a vessel at sea. For periods of confinement exceeding 12 hours one-way, the rate of payment will be \$147. For periods of confinement up to 12 hours one-way, the rate will be \$74.

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

**3.21** An employee will not be required to work at sea for:

- a. more than 85 days in any financial year except with the written consent of the employee; or
- b. a period of total duty in excess of 30 hours in any continuous 48-hour period; or
- c. a period of total duty in excess of 16 hours in any continuous 24-hour period; or
- d. more than 12 hours continuously (inclusive of breaks) in any watch.

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

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

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

### **Extra care dependent costs**

**3.24** The Agency Head may authorise reimbursement for the cost of necessary additional care (other than those arising from normal arrangements provided by family members) in circumstances where insufficient notice has been given by the Bureau for requiring the employee;

- a. to travel away from their normal work location for business purposes;
- b. to work additional hours, or to attend a conference or training course outside the employee's regular hours of work; or

- c. to incur expense in other special circumstances which the Agency Head considers justified.

## **Isolation establishment allowance**

- 3.25** Subject to the eligibility criteria at clause 3.26, where an employee is required to travel to a non-urban establishment (place of Bureau employment) to attend for ordinary duty or a period of extra duty, they will be paid an allowance in accordance with the following formula:

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

Where 'Distance' is the shortest distance by road between the non-urban isolated establishment and the nearest urban boundary, and 'Rate' is updated in accordance with clause 3.13.

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

## **Allowance for office disruption**

- 3.27** Where building activities cause disruption at a Bureau workplace, the Agency Head and employees will consult as soon as practicable on the payment of an office disruption allowance. Where the disruption results in a temporary work relocation, the temporary location may not be the "usual place of work" for the purposes of the clauses related to domestic travel or excess travel in Section 9.

- 3.28** "Building activities" means any construction, building, alterations or refurbishment activities which may cause disruption at an office location.

## **Overtime and emergency duty meal allowance**

- 3.29** A meal allowance is payable when an employee:
- a. works overtime after the end of ordinary duty, to the completion of or beyond a meal period, it is not necessary for the employee to take a meal break for a meal allowance to be paid; or
  - b. works overtime before the start of ordinary duty and takes a break of at least 30 minutes for a meal, paid or unpaid; or
  - c. is required to perform duty on a day in addition to their normal weekly hours of duty and the duty extends beyond a paid or unpaid meal break of at least 30 minutes, or
  - d. works emergency duty, to the completion of or beyond a meal period, it is not necessary for the employee to take a meal break for a meal allowance to be paid.

- 3.30** A meal period will mean the following periods:
- a. 0700 to 0900;
  - b. 1200 to 1400;
  - c. 1800 to 1900;
  - d. 2400 to 0100;
- 3.31** or another substitute period/s as determined by the Agency Head, in consultation with the affected employee(s). Such an arrangement will provide for four meal allowance periods in each 24-hour cycle.

## **Cadets' books and equipment**

- 3.32** A cadet employed under this Agreement through the Indigenous Cadetship Support (ICS) Program will be entitled to:
- a. an ICS books and equipment allowance per semester (for up to two semesters per year) for books, equipment and fares for related purposes with the allowance rate set by that program; and
  - b. reimbursement for all compulsory fees paid during the year.
- 3.33** Any other cadet employed under this Agreement will be entitled to:
- a. the payment of an annual allowance in accordance with the rate advised by the Bureau, to provide for books and equipment; and
  - b. reimbursement for all compulsory fees paid during the year.

## **Functional allowance**

- 3.34** An APS Level 4 (ITO Class 1) level employee will, after obtaining experience, be paid an allowance where they:
- a. demonstrate and maintain initiative and technical competence; and
  - b. demonstrate the ability to work effectively with limited direction.
- 3.35** The allowance rates are:
- a. \$2059 per annum from commencement of the agreement;
  - b. \$2137 per annum from 13 March 2025; and
  - c. \$2210 per annum from 12 March 2026.

## **Public transport loan scheme**

- 3.36** The Agency Head will offer an interest free 12-month loan scheme to employees for the purpose of purchasing a yearly public transport pass. The cost of the yearly public transport ticket is to be advanced to employees via the payroll system and repaid over the course of 12 months (or a lesser period if agreed) via fortnightly payroll deductions.
- 3.37** Once the advance has been paid to the employee, they must demonstrate that they have purchased the yearly public transport pass by producing the



receipt/tax invoice within two weeks of receiving the advance. Failure to do so will result in the advance being treated as an overpayment.

- 3.38** Fortnightly repayments will continue regardless of whether or not the employee uses the public transport pass, e.g. on periods of leave.
- 3.39** If an employee separates from the Bureau prior to repayment of the advance in full, the balance owing will be deducted from their final payment (or repaid prior to separation according to terms agreed between the Bureau and the employee).

## **Workplace responsibility allowances**

- 3.40** A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment Contact Officer; and
  - e. Mental Health First Aid Officer.
- 3.41** An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
- 3.42** The rate will be:
  - a. \$30.51 per fortnight from commencement of the agreement;
  - b. \$31.67 per fortnight from 13 March 2025; and
  - c. \$32.75 per fortnight from 12 March 2026.
- 3.43** As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
- 3.44** The full allowance is payable regardless of flexible work and part-time arrangements.
- 3.45** An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
- 3.46** Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

**3.47** A community language allowance will be paid where the Agency Head determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Agency Head. Further information is included in policy.

**3.48** The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Agency Head, for simple communication	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Agency Head.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

**3.49** The allowance is calculated annually and paid fortnightly.

**3.50** The full allowance is payable regardless of flexible work and part-time arrangements.

**3.51** The allowance is payable during periods of paid leave.

**3.52** The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4. Classifications and Broadbands

### Graduates and entry level programs

- 4.1** The Agency Head may adopt entry level programs, involving the specification of:
- a. eligibility requirements;
  - b. mandatory development requirements;
  - c. advancement arrangements to apply on completion of the program; and
  - d. the employment type(s) i.e. ongoing or non-ongoing of program participants.
- 4.2** Subject to the relevant terms and conditions of this Agreement, the Bureau's participation in APS wide schemes related to entry level employment programs will occur consistent with any APS guidelines in place at the time.
- 4.3** Where an employee is employed in an entry level program, as a minimum they must:
- a. satisfactorily complete any mandatory development in order to be eligible for advancement on completion;
  - b. maintain satisfactory progress towards the completion of the development program; and
  - c. their work performance must be fully effective at all times.
- 4.4** Entry Level Programs for the following classifications in the Bureau are:
- a. Cadet APS;
  - b. Trainee APS
  - c. Graduate APS; and
  - d. APS 3 (BoM Broadband 6 - Indigenous Australian Government Development Program).
- 4.5** Subject to clause 4.2, upon successful completion of the Entry Level Program, the Agency Head will allocate the employee an approved classification level and determine a pay point in accordance with clauses 2.5 to 2.7, as follows:
- a. For Cadet APS, and Trainee APS on successful completion of training in accordance with Rule 11 of the *Public Service Classification Rules 2000*, to an APS 3.
  - b. for Graduate APS (Meteorologist – Experiential Learning Program) on successful completion of training in accordance with Rule 11 of the *Public Service Classification Rules 2000*; and BoM Broadband 2 to an APS 3
  - c. for other Graduate APS on successful completion of training – in accordance with Rule 11 of the *Public Service Classification Rules 2000* and BOM Broadband 1 to an APS 4;

- d. for Indigenous Australian Government Development Program (BoM Broadband 6) employees engaged as Cadet APS or APS IAGDP, on successful completion of training - in accordance with Rule 11 of the *Public Service Classification Rules 2000*; and BOM Broadband 6 to an APS 4.

## **Work Level Standards**

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

## Section 5. Working hours and arrangements

### Employment types

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

### Reporting

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

### Pathways to permanency

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

### Casual (irregular or intermittent) employment

- 5.4 A casual (irregular or intermittent) employee is defined in the definitions section.
- 5.5 A decision to expand the use of casual employees is subject to clause 10.4 in the consultation section of this agreement.
- 5.6 The Bureau will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- 5.7 Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 5.8 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 5.9 A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 5.10 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non-ongoing employment

- 5.11 A non-ongoing employee is defined in the definitions section.
- 5.12 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual at clause 6.20.
  - b. redundancy provisions at clause 11.7 subject to clause 5.13; and
- 5.13 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the relevant redundancy provisions will apply.
- 5.14 If the redundancy provisions apply to an employee under clause 5.13, the agency must adhere to the consultation requirements at clause 10.4, and where applicable, the consultation provisions in clauses 11.10 to 11.13.

## Usual location of work

- 5.15 The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Agency Head may specify a designation office location by advising the employee in writing.
- 5.16 The Agency Head and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## Working hours

- 5.17 Further information may be found in the Bureau's *Hours of Work Procedure*.

## Ordinary hours

- 5.18 The ordinary hours of a full-time employee are 36 hours 45 minutes per week (based on a 7 hour 21 minute day) or an average thereof. Ordinary hours of duty for full-time non-shift workers are to be worked on a Monday to Friday as a 7 hour and 25 minute day, which is an extra 20 minutes per week (or pro-rata for a part-time non-shift employee). In exchange for the extra 20 minutes per week worked, Christmas - New Year partial closure arrangements detailed at clause 5.131 to 5.133 will apply. The span of hours of a working day (other than for shift workers) will be worked within the limits of 0700 to 1900, Monday to Friday.
- 5.19 For administrative and leave recording purposes, ordinary hours of duty (known as a 'standard day') for non-shift workers are considered to be worked on a Monday to Friday (as a 7 hour 21 minute day) as follows:

State or territory	Ordinary hours of duty		
VIC, SA	0845 to 1300	and	1400 to 1706
QLD, NSW, ACT, TAS/ANT	0830 to 1230	and	1330 to 1651

State or territory	Ordinary hours of duty		
WA	0815 to 1245	and	1330 to 1621
NT	0800 to 1200	and	1300 to 1621

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

## Working continuously and meal breaks

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

## Part-time hours

- 5.22** The ordinary hours for a part-time employee are those specified in their part-time work agreement. Unless otherwise agreed, the pattern of hours will be continuous, no less than three hours per day and worked within the span of hours detailed in clause 5.18. The salary of a part-time employee, leave entitlements and duties-based allowances will be calculated, accrued and paid on a pro-rata basis relative to that applicable for the full-time ordinary hours of the employment role occupied. Expense and reimbursement related allowances will be at the same rate as full-time employees.

## Working reasonable additional hours

- 5.23** An employee may be required to work reasonable additional hours. As per section 62 of the FW Act, an employee may refuse to work additional hours if they are not reasonable. Where an employee is required to work, or is likely to work, significant additional hours, the manager and employee will work together to manage and review workloads and working hours to reduce the risk of the employee working excessive hours. This may include developing appropriate strategies for addressing the situation.

## Right to disconnect

- 5.24** Time away from work is critical for rest, recuperation, and a person's health and wellbeing. An employee is not expected to perform Bureau work outside of their working hours. Employees are entitled to disengage from technology that have a connection to the workplace, such as work phones, emails, and any other work platforms when they are not working.
- 5.25** Managers in the Bureau will respect an employee's periods of leave and rest days and work collaboratively to support employees' rights to disconnect. An employee is only to be contacted when on restriction duty or performing work

duties, and a manager will not contact an employee other than where reasonably necessary, such as:

- a. for genuine welfare matters
- b. to offer employees additional hours as per clause 5.61, or
- c. in an emergency situation.

## **Recording attendance**

- 5.26** An employee must maintain an accurate record of their attendance, using the Bureau's formal recording tools, including starting and finishing times and breaks, along with records of their leave or absences.
- 5.27** Employees at the Executive Level 1 level and above who do not avail of the TOIL provision in clauses 5.35 to 5.42, are not required to maintain records of their start, finish and break times, unless specified by the Agency Head.

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

- 5.28** Flextime arrangements apply only to those employed at APS 1 to APS 6 levels, or equivalent. Flextime is not available to an employee who:
- a. is classified at or above the Executive Level 1;
  - b. works on a shift roster;
  - c. is on fixed daily hours; and/or
  - d. is on a graduated return to work program where the hours are specified.
- 5.29** Flextime is a system that allows an employee to set a pattern of attendance at work over a four-week settlement period, subject to the provisions of clauses 5.28 to 5.34. Employees may accumulate a flex credit (to a maximum of 25 hours carryover from one settlement period to the next) or a flex debit (to a maximum of ten hours carryover from one settlement period to the next).
- 5.30** A part-time employee may work flextime, with arrangements to be agreed with their supervisor.
- 5.31** Flextime requires an employee's pattern of attendance to be agreed between the employee and their manager, subject to operational requirements. Where agreement cannot be reached, the manager may direct an employee to work a standard day. The pattern of attendance must be within the Bureau's span of hours from 0700 to 1900.
- 5.32** An employee may take flex leave where their supervisor agrees that operational requirements allow for the time away and where the supervisor gives prior approval. Subject to operational requirements, supervisors should not unreasonably refuse requests.
- 5.33** The employee cannot accrue flextime for hours of work for which they have been paid overtime.



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

## **Executive time off in lieu (TOIL)**

- 5.35 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours. EL employees who are not working shiftwork are able to access TOIL on an “hour for hour” basis, for additional hours worked.
- 5.36 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Bureau.
- 5.37 TOIL granted to employees can be taken as whole or part days.
- 5.38 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 5.39 An EL employee’s working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 5.40 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 5.41 Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
- 5.42 TOIL will be administered in a fair and consistent manner. Requests for time off will not be unreasonably refused. Managers will have regard to the Bureau's commitment to maintaining work/life balance. TOIL should be taken as soon as practical after the additional hours are worked, as agreed between the manager and EL employee.

## **Overtime and restriction**

### **Overtime**

- 5.43 If an employee at or below the APS 6 classification is requested to perform work:
- a. outside their normal span of ordinary/rostered hours of duty; or
  - b. in excess of the weekly hours or ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts; and
  - c. the request is made to the employee during their ordinary hours of duty

- 5.44** Overtime will be paid at the rates specified in clauses 5.45, 5.46, or 5.47. The employee's personal circumstances will be considered when overtime is being requested and the employee may decline the request to work overtime.
- 5.45** The overtime rates for day workers are:
- a. Monday to Saturday – 150% of the ordinary rate of pay for the first three hours and 200% thereafter;
  - b. Sunday – 200% of the ordinary rate of pay;
  - c. Public Holidays - 250% of the ordinary rate of pay outside of standard hours. For duty within standard hours, payment will be 150%, which is additional to the single time being paid within salary for the ordinary hours of the public holiday.
- 5.46** The overtime rates for day workers who are requested to work overtime in a shift working environment are:
- a. Monday to Friday – 150% of the ordinary rate of pay for the first three hours and 200% thereafter;
  - b. Saturday to Sunday – 200% of the ordinary rate of pay;
  - c. Public Holidays - 250% of the ordinary rate of pay outside of standard hours. For duty within standard hours, payment will be 150%, which is additional to the single time being paid within salary for the ordinary hours of the public holiday.
- 5.47** The overtime rates for shift workers are:
- a. Monday to Friday – 150% of the ordinary rate of pay for the first three hours and 200% thereafter;
  - b. Saturday to Sunday – 200% of the ordinary rate of pay;
  - c. Public Holidays - 250% of the ordinary rate of pay.
- 5.48** An employee's salary for the purpose of calculation of overtime will include any allowance in the nature of salary. Allowances in the nature of salary are those that are paid during periods of 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.
- 5.49** Employees are required to have a rest break of at least eight hours, plus reasonable travelling time, between ceasing duty on any day (or shift) and commencing work on the next day (or shift), without suffering a loss of pay. Depending on when the overtime ceased, and in negotiation with the supervisor, it could mean the following workday is shortened due to a later start than the usual ordinary hours or originally rostered time. Where such a break is not possible, the employee will be paid double the regular rate of pay until they have such a break.
- 5.50** An employee performing the duties of an Executive Level role will only be entitled to claim overtime if they are supporting systems whose failure has an immediate and serious impact on essential Bureau operations and deliver of

essential services, or the General Manager certifies that the employee has been, or will be, required to perform additional hours of duty due to:

- a. urgent or essential operational forecasting duties; or
- b. non-discretionary emergency work in support of operational services.

**5.51** In this circumstance, overtime will be applied in accordance with clauses 5.45, 5.46, or 5.47. An employee's personal circumstances will be considered when overtime is being requested and an employee may refuse to work overtime if the additional hours are unreasonable, in accordance with the FW Act.

### **Restriction Duty**

**5.52** An employee may be requested (in writing) to be contactable and available to perform extra duty outside their ordinary hours of duty.

**5.53** For the purposes of this clause, 'to be contactable and available' means the employee is contactable by phone as required, and is fit, ready and able to return to work within such time as is set out in the request being recalled to duty.

**5.54** If an employee remains contactable and available, they will be paid an allowance for each hour or part thereof. The payment rates are:

- a. Monday to Friday – 8.5% of the employee's hourly rate of salary;
- b. Saturday and Sunday – 11% of the employee's hourly rate of salary; and
- c. Public holidays – 16% of the employee's hourly rate of salary.

**5.55** Where the employee has been restricted (entitling them to restriction allowance) and is required to perform duty, but not recalled to a place of work, overtime payment will be made, subject to a one-hour minimum payment.

**5.56** Where the employee has been restricted (entitling them to restriction allowance) and is recalled to duty at a place of work, outside their normal hours, overtime payment will be made, subject to a three-hour minimum payment.

**5.57** Any part of a period of restriction for which the employee receives an overtime payment will not be included for calculating payments under clause 5.54.

**5.58** The employee's salary for the calculation of the restriction allowance includes any higher duties allowance and any other allowances in the nature of salary.

**5.59** Employees classified at the EL1 level and above will be eligible to receive restriction and overtime payments, with the rate of payment not limited by the employee's classification.

## Reasonable means of transport

- 5.60** Where an employee has worked fourteen hours or more, the Bureau will offer a reasonable alternate means of transport and the manager will reasonably approve any associated requests for parking charges to be reimbursed.

## Emergency Duty

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

## Time off in lieu of overtime (TILOT)

- 5.62** TILOT may be granted to an APS1 to APS6 employee where the employee and their supervisor agree on either:
- an hour for hour basis with an entitlement to a residual payment e.g. for three hours work, three hours would be time off plus three hours paid at 50%, in lieu of three hours overtime at time and a half, or
  - on a penalty time basis e.g. three hours' work would be 4.5 hours' time off in lieu of pay.
- 5.63** Agreement to these arrangements must be obtained before overtime is worked.
- 5.64** Where TILOT was agreed and the employee has not been granted that time off within four weeks, the employee may choose to take the payment of the original entitlement.
- 5.65** At any point where TILOT is paid, the payment will be made at the rate of the original entitlement in accordance with clause 5.62 (b).
- 5.66** TILOT must be taken within 12 months of it accruing. Recreation or Long Service Leave will not be granted where a TILOT balance remains. If TILOT is not taken within 12 months, it will be paid out in accordance with clause 5.65.
- 5.67** The TILOT arrangements described in clauses 5.62 to 5.66 will also apply to an employee at a higher classification than APS6, where the employee is eligible for overtime payments under clause 5.50.

## Minimum payment

- 5.68** An employee will be paid four hours at the prescribed overtime rate for each separate overtime attendance which is not continuous with ordinary duty. Where more than one attendance is involved, the minimum overtime payment may not operate to increase the employee's overtime remuneration beyond the amount the employee would have received had they remained on

duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.

- 5.69** If a shift worker works a 12 hour shift, they would not normally work overtime where it falls within a period of 12 hours either side of a normal day or night shift. In all but exceptional circumstances the maximum length of time a shift worker should have to remain on duty is 14 hours, including their 12 hour shift and a two hour overtime period, before or after the shift.

## Shiftwork

### Roster design principles

- 5.70** The Bureau requires some employees to undertake duty of a shift work nature to meet the operational needs of the organisation at any point in time. The Bureau is committed to maintaining a healthy and safe environment for all staff and recognises that business needs can be safely met through a range of rostering solutions with shifts of differing lengths including 12 hour shifts.
- 5.71** The Rostering Design Principles provides a framework for shiftwork roster design and reflect sound Work Health and Safety practices and all rosters must be assessed against those Principles. In extraordinary circumstances, where variations from the Principles are required, they must be approved by the General Manager. Further information about shift work design and fatigue management may be found in the Bureau's *Fatigue Management Procedure*.
- 5.72** The Roster Design Principles are:
- a. An Employee's rostered shift should be between eight and 12 hours
  - b. A standard work cycle will be no more than six 8-hour shifts or four 12-hour shifts.
  - c. Where operationally possible, roster design should avoid, shift starts between midnight and 6 am.
  - d. Rosters will seek to minimise the requirement for work between the hours of midnight and 6am.
  - e. Where shifts encompass the entire period of midnight to 6 am, there will be a maximum of three such shifts in a row in a routine roster.
  - f. Where operationally possible, start times for 12-hour shifts should be between 6-7am and 6-7pm (this is based on circadian rhythm to optimise quality of sleep and alertness).
  - g. A routine roster design will not include a break of less than 11.5 hours more than twice in a row.
  - h. Where a roster contains a range of shift types, establish a forward rotation of shift pattern (day/afternoon/night or day/night) to allow greater recovery time, therefore limiting the effect of fatigue deficit and physiological stress.
  - i. Each cycle should include unbroken weekend/s where possible.

- j. Routine roster design will allow for 48 hours off following a sequence of night shifts (risk increases with less than 48 hours 'time off' following a sequence of night shifts).
- k. Blocks of shifts should be evenly distributed across the roster period.
- l. The maximum number of routinely rostered hours should not exceed 48 hours per week for both 8 and 12-hour shift rosters.
- m. Workdays should not be compacted, or longer hours worked to produce a longer break in the roster pattern.
- n. Management should allow a 10-minute break every 2 hours at a minimum on shifts worked between 6 pm to 6 am.
- o. If overtime is necessary, a total of 60 hours per week including overtime should not be worked in any 2 consecutive weeks. The Bureau will put in place strategies with employees to minimise excessive hours where an average of more than 50 hours plus per week is worked over any 3-week period.
- p. Including any overtime worked, staff must have a full calendar day off after 6 consecutive days of work within a 7-day period.
- q. Avoid split shifts where possible, except on employee request for personal circumstances.
- r. Note: These principles must also be considered when arranging shift swaps by the worker and manager.

**5.73** Requests for new rosters can be instigated by staff, or by management, and consultation will include consideration of employee input regarding the ways to best meet the operational, health, safety and well-being needs of the organisation.

**5.74** During the consultation phase, the Bureau will consider any reasonable employee requests for shift patterns or rosters that meet the needs of the business and align with the Roster Design Principles.

**5.75** Where multiple suitable rosters that meet operational, health, safety and well-being requirements of the organisation are proposed, the consultation phase should seek the preferences of relevant employees. Where majority agreement cannot be achieved, the Bureau will implement an appropriate roster.

### **Shiftwork arrangements**

**5.76** An employee will be a shift worker if they are rostered to perform ordinary duty outside the period 0630 to 1800, Monday to Friday and/or Saturdays, Sundays and Public Holidays for an ongoing or fixed period.

**5.77** The introduction of shift work or a new roster or arrangement of shift cycles may be approved by the Agency Head, after consultation with all affected employees, in accordance with clause 5.73 to 5.75.

- 5.78 Except at the regular changeover of shifts, an employee should not be required to work more than one shift in each 24 hours.
- 5.79 With Agency Head approval, an employee may swap shifts or rostered days off, provided the arrangement does not confer on any employee an entitlement to an overtime payment.
- 5.80 Shift workers will be paid the following penalty rate in addition to their ordinary salary for the shift.

<b>Rostered time of ordinary duty</b>	<b>Penalty rate</b>
Ordinary duty performed on a shift from Monday to Friday, any part of which falls between 1800 and 0630	15%
Ordinary duty performed on a shift from Monday to Friday, any part of which falls between 0000 and 0500	20%
Ordinary hours worked continuously for a period exceeding four weeks on a shift wholly within the hours of 1800 and 0800 (with the exception as prescribed at clause 5.81)	30%
Ordinary duty performed on Saturday	50%
Ordinary duty performed on Sunday	100%
Ordinary duty performed on a Public Holiday	150%

- 5.81 A part-time shift worker may be entitled to the 30% penalty shown in the Table above only where:
  - a. their rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle than an equivalent full-time employee; and
  - b. the shift they work is part of a full-time shift and the full-time shift falls wholly within the hours of 1800 and 0800.
- 5.82 Shift penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based upon salary, nor will they be paid for any shift for which any other form of penalty payment is made under this Agreement.
- 5.83 Change to rostered hours of duty can be by mutual consent between employees and the Bureau at any time or by amendment of the roster on seven days' notice by the Bureau.
- 5.84 In the absence of consent or seven days' notice, particular payment conditions apply. Refer to clauses 5.91 and 5.96 for these payment conditions.

**Public holiday duty for shift workers**

- 5.85 Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, that shift worker will, in respect of a public holiday which occurs on a day on which they are

rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.

- 5.86** Where it is not practicable to grant a day off under clause 5.85, the shift worker will be paid one day's pay at the ordinary rate.
- 5.87** Clauses 5.85 and 5.86 do not apply to public holidays specified in clause 5.140.
- 5.88** The minimum additional payment payable for ordinary duty performed on a holiday for each separate attendance will be four hours.

#### **Extra Annual Leave and payment arrangements for shift workers**

- 5.89** Shift workers will be entitled to an additional 3 hours and 41 minutes paid leave for each Sunday rostered and worked, up to a maximum of the hours that the employee would work in a standard week (36 hours and 45 minutes per calendar year for full-time employees or pro-rata amount for part-time employees). A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation.
- 5.90** Where a shift worker takes annual leave, they will be paid shift penalty payments in respect of any duty which the shift worker would have performed had they not been on approved annual leave. Public Holiday shift penalties are excluded, on the basis that they are not payable during periods of annual leave.

#### **Change of shift without seven days' notice – shift worker**

- 5.91** If seven days' notice of a roster change is not given by the Bureau, a particular payment rate will be made, until seven days' notice has been achieved.
- 5.92** The particular payment rate will be as follows:
  - a. the appropriate overtime rates for work outside the previously rostered hours of duty; and
  - b. the appropriate penalty payment rates (specified in clause 5.80) for the hours worked of the original roster; and
  - c. employees will not be paid for hours not worked of the original roster but will not be financially disadvantaged as a result of the shift change.
- 5.93** The conditions of clause 5.91 and 5.92 do not apply when the Bureau is unable to give seven days' notice because of the sickness or unanticipated absence of another employee. In such cases, clauses 5.43 to 5.51 (overtime), 5.68 and 5.69 (minimum payment) and/or clause 5.61 (Emergency Duty) apply for those parts of the shift that are outside the normal rostered hours. Any hours of the original rostered shift that are not worked are deducted as single rate salary. Employees will not be paid for hours not worked of the original roster but will not be financially disadvantaged as a result of the shift change.



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

- 5.94** If there is a declared extreme weather event (as defined in Schedule 1 Interpretations and Definitions) and a non-shift working employee is directed to alter their work hours for a defined period, a particular payment rate will be made.
- 5.95** The particular payment rate will be as follows:
- a. the appropriate overtime rates for work outside the standard hours of duty; and
  - b. employees will not be paid for hours not worked within the standard hours of duty but will not be financially disadvantaged as a result of the altered work hours.
- 5.96** Clause 5.94 and 5.95 does not apply when the change of hours is due to the sickness or unanticipated absence of another employee.

## **Flexible working arrangements**

- 5.97** The Bureau is committed to continuing to assist employees to balance their work and personal lives.
- 5.98** This Agreement includes a range of workplace measures designed to provide employees with flexible working arrangements (e.g. regular part-time work, job sharing, flextime and working from home), leave (e.g. Employee Funded Extra Leave) and developmental opportunities (e.g. training provided for parents returning to work after parental leave) to assist in balancing their work and personal lives. These measures also support employees with family responsibilities and mature aged employees.
- 5.99** It is acknowledged that an employee's pattern of working hours must ensure that operational needs of the Bureau are met. There are important considerations when employees and supervisors consider the pattern of working hours, including:
- a. the impact on external and internal clients;
  - b. the particular work group;
  - c. other Bureau employees; and
  - d. the personal needs of the employee.
- 5.100** The Bureau, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

- d. that flexibility applies to all roles in the Bureau, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

**5.101** The Bureau is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Bureau at all levels. This may include developing and implementing strategies through a Bureau consultative committee.

**5.102** Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### **Requesting formal flexible working arrangements**

**5.103** The following provisions do not diminish an employee's entitlement under the NES.

**5.104** An employee may make a request for a formal flexible working arrangement.

**5.105** The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

**5.106** The Agency Head must provide a written response to a request within 21 days of receiving the request.

**5.107** The response must:

- a. state that the Agency Head approves the request and provide the relevant detail in clause 5.108; or
- b. if following discussion between the Bureau and the employee, the Bureau and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- c. state that the Agency Head refuses the request and include the following matters:
- d. details of the reasons for the refusal; and
- e. set out the Bureau's particular business grounds for refusing the request, explain how those grounds apply to the request; and
- f. either:
  - i. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or

- ii. state that there are no such changes; and
- g. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

**5.108** Where the Agency Head approves the request this will form an arrangement between the Bureau and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 5.112); and
- c. the cost of establishment (if any).

**5.109** The Agency Head may refuse to approve the request only if:

- a. the Bureau has discussed the request with the employee; and
- b. the Bureau has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- c. the Bureau and the employee have not reached such an agreement; and
- d. the Bureau has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

**5.110** Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the Bureau;
- b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

**5.111** For First Nations employees, the Bureau must consider connection to country and cultural obligations in responding to requests for altering the location of work.

- 5.112** Approved flexible working arrangements will be reviewed by the Bureau and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

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

- 5.113** An employee may request to vary an approved flexible working arrangement in accordance with clause 5.105. An employee may request to pause or terminate an approved flexible working arrangement.
- 5.114** The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 5.116.
- 5.115** The Bureau must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 5.116** Prior to the Agency Head varying, pausing or terminating the arrangement under clause 5.114, the Bureau must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - c. had regard to the consequences of the variation, pause or termination for the employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 5.107(c).

### **Working from home**

- 5.117** The Bureau will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 5.118** The Bureau may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 5.119** An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 5.120** The Bureau will provide employees with guidance on working from home safely.

- 5.121** Employees will not be required by the Bureau to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Bureau will consider the circumstances of the employees and options to achieve work outcomes safely.

### **Ad-hoc arrangements**

- 5.122** Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 5.123** Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 5.124** Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 5.103 to 5.112.
- 5.125** The Bureau should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 5.126** Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Bureau should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Altering span of hours**

- 5.127** An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Agency Head, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Bureau will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Part-time employees**

- 5.128** Proposals for part-time employment may be initiated by the Agency Head for operational reasons or by an employee for personal reasons. Employees engaged on a full-time basis will not be compelled to convert to part-time employment, or to move to other duties to make way for part-time employment.
- 5.129** An approved part-time work arrangement cannot be varied or revoked, unless agreed in writing by the employee and the Agency Head. If the employee moves or is directed to move to another position within the Bureau, they may be required to seek approval of the Agency Head to continue to work part-time.
- 5.130** Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **Christmas Closedown**

- 5.131** The Bureau will reduce its normal day worker operations over the Christmas to New Year holiday period, from close of business on Christmas Eve to the

start of the first working day after New Years' Day (known as the "Christmas - New Year Partial Closure") due to the additional time worked under clause 5.18.

- 5.132** Non-shift workers are allowed to be absent for the last two working days in December without having to take annual leave, flex leave or leave without pay. These two days will count as service for all purposes, and are in addition to the Bureau-initiated leave day specified in clause 5.147.
- 5.133** If a part-time employee is not rostered/contracted to work on a shutdown day, they must be provided with the appropriate time off in lieu, to be taken within four weeks or at an alternative time convenient to the employee and their supervisor.

## Public holidays

- 5.134** Employees, apart from an employee undertaking a period of Antarctic duty or Willis Island duty, are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;
  - d. 25 April (Anzac Day);
  - e. the King's Birthday holiday (on the day it is celebrated in a State or Territory, or a region of a State or Territory);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 5.135** If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 5.136** The Agency Head and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 5.137** The Agency Head and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

- 5.138** Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 5.139** Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
- 5.140** If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 5.134(a to h).
- 5.141** Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Agency Head may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.
- 5.142** Where an employee performs duty on both Christmas Day and the substitute holiday, both days will attract payment at public holiday rates.
- 5.143** An employee, who is absent on a day or part day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 5.144** Where a public holiday falls during a period when an employee is absent on annual leave, paid personal/carer's leave, or defence service sick leave, the period of the holiday is not deducted from the leave entitlement.
- 5.145** An employee must work or be on paid leave on either the working day before or the working day after a public holiday (or consecutive public holidays) to receive payment for the public holiday(s). The holidays occurring between Christmas and New Year each year will be regarded as consecutive.
- 5.146** The Saturday following Good Friday will be considered a public holiday for payment and leave purposes.
- 5.147** An additional Bureau-initiated leave day within the Christmas/New Year period will be considered a public holiday for payment and leave purposes. This day will be the weekday immediately after the Boxing Day public holiday (or its substitute).

**5.148** The Agency Head may require the Bureau, or part of the Bureau, to be kept open for the whole or part of a day which is to be observed under clause 5.134.



## **Section 6. Leave**

### **General provisions**

- 6.1** An employee must obtain the prior approval of their supervisor for all periods of leave (except for as noted in clause 6.2) and provide reasonable notice of any intended period of leave.
- 6.2** If illness, injury or an emergency prevents the employee from seeking prior approval for a period of leave, they must notify an appropriate person, in accordance with the reporting arrangements of their workplace, as soon as reasonably practicable of their absence but normally within one hour of their required starting time, and the reason for and the expected length of the absence.

### **Annual leave**

#### **Accrual of annual leave**

- 6.3** A full-time employee is entitled to 4 weeks (147 hours/20 days) paid annual leave per year of service, which accrues daily and credited monthly. Annual leave for part-time employees accrues on a pro-rata basis. Employees may apply to use their recreation leave as it accrues.
- 6.4** Annual leave may be taken at half pay. However, unless approved by the Agency Head, it may not be taken at half pay where the employee has an excessive leave balance.
- 6.5** Absences which do not count as service totaling more than 30 calendar days per year reduce the next annual leave credit. Unauthorised absences of one day or more will reduce the next annual leave credit.

#### **Extra annual leave for field work**

- 6.6** An employee who is paid a Field Technician Allowance (clause 3.15) will be entitled to an additional one half day of annual leave per year for every full weekend - 48 hours, (Saturday and Sunday) spent away from home on field work, up to a maximum of (36 hours 45 minutes) per year. Extra annual leave for field work cannot accrue for the same day(s) as extra annual leave for Duty at Sea (clause 6.7).

#### **Extra annual leave for Duty at Sea**

- 6.7** An employee who is eligible for Duty at Sea allowance and who is classified as either category A or category B (see clause 3.17) will receive an additional 7 hours 21 minutes annual leave for every Sunday or part thereof and /or public holiday or part thereof that the employee is confined on a vessel at sea. Extra annual leave for Duty at Sea cannot accrue for the same day(s) as extra annual leave for Field Work (clause 6.6).

#### **Cancellation of leave or recall to duty from leave expenses**

- 6.8** Where an employee's leave is cancelled without reasonable notice or the employee is recalled to duty from leave, the Agency Head will recredit the

period of leave and approve the reimbursement of reasonable expenses incurred for non-refundable accommodation, travel deposits, advance fares and any additional transport costs associated with the employee's recall to duty, where expenses are not otherwise recoverable.

- 6.9** If an employee is required to return from leave because of the Bureau's operational requirements, they will be reimbursed up to \$150 per week to a maximum of \$300 per year to assist in meeting paid care services for the employee's children and subject to the following:
- a. the reimbursement will apply only on the days when the employee is at work except in exceptional circumstances determined by the Agency Head; and
  - b. reimbursement will be net of any government subsidy provided to the employee.

### **Excess annual leave**

- 6.10** Where an employee has two or more years annual leave credit (equivalent for shiftwork and remote employees and pro-rata for part-time employees) they may be directed to take that annual leave credit that is in excess of the two years credit.
- 6.11** The employee may be directed to take the entire amount of annual leave that is in excess, or the pro-rata equivalent for part-time, shiftwork or remote employees.
- 6.12** Before a direction to take annual leave is given, the employee and manager must meet to discuss a plan to reduce the employee's leave balance and consideration must be given to the future leave plans and individual circumstances of the employee. The manager will seek to reasonably accommodate the employee's preference as to when the excess annual leave is taken, subject to operational requirements.

### **Cash out of annual leave**

- 6.13** An employee may be permitted to cash-out their annual leave credits on the following basis:
- a. Cash-out of up to 10 days (2 weeks) per year of any annual leave credit in excess of 40 days (8 weeks); or
  - b. Cash-out of up to 10 days (2 weeks) annual leave credit per year provided that the employee has taken at least 2 weeks annual leave or long service leave in the previous 6 months and the cash-out does not result in the employee's remaining accrued entitlement to annual leave being less than four weeks.
- 6.14** Where permitted, the cash-out agreement will be in writing and the employee will be paid the amount that would be payable if the employee had taken the leave they are cashing out.

## **Purchased leave – Employee Funded Extra Leave (EFEL)**

- 6.15** An employee has the option of taking up to four weeks leave without pay per year, subject to a minimum continuous period of one week being taken, with the loss of income for the period of leave spread evenly over a nominated 12-month (or lesser) period.
- 6.16** Approval for employees to purchase leave will be subject to operational requirements and consideration of the needs of the employee.
- 6.17** EFEL uses the existing leave without pay provisions, with its effect on leave accruals, salary advancement and superannuation the same as for leave without pay for private purposes that does not count for service.

## **Personal and Carers leave**

- 6.18** Personal/carer's leave (PCL) is available for:
  - a. personal illness or injury;
  - b. to attend appointments with a registered health practitioner;
  - c. to manage a chronic condition; and/or
  - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
    - i. of a personal illness or injury affecting the person; or
    - ii. of an unexpected emergency affecting the other person.
- 6.19** A person that an employee has caring responsibilities for may include a person who needs care because they:
  - a. have a medical condition, including when they are in hospital;
  - b. have a mental illness;
  - c. have a disability;
  - d. are frail or aged; and/or
  - e. are a child, not limited to a child of the employee.
- 6.20** With the exception of an employee who has had their prior service recognised for PCL purposes under the Portability of Leave clauses, an employee who is full-time ongoing or full-time non-ongoing will be credited with an accrued balance of 147 hours of paid leave on the date of engagement. A PCL year is defined as being from the date of engagement to 31 December in the year of commencement, and from 1 January to 31 December of each year thereafter. A part-time employee will accrue leave on a pro-rata basis in accordance with their approved hours of work.
- 6.21** Further to the initial credit described in clause 6.20, after engagement PCL will accrue daily and be credited on the first day of every month, at the rate of 12 hours 15 minutes per full month, pro-rated for part-time employees.
- 6.22** A casual employee is not entitled to accrue or apply for paid PCL. A casual employee may be absent without pay when not fit for work due to personal

illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

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

### **Evidence for taking PCL**

- 6.30** Acceptable evidence includes:
- a. a certificate from a registered health practitioner
  - b. a statutory declaration; and
  - c. another form of evidence approved by the Agency Head, which may include not requiring evidence.
- 6.31** A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 6.32** If the employee does not provide the required evidence within a reasonable period, the absence may be treated as an unauthorised absence.

### **Portability of leave**

- 6.33** Where an employee moves into the Bureau from another APS agency where they were an ongoing employee, the employee's unused accrued annual

leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

- 6.34** Where an employee is engaged in the Bureau immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 6.35** Where an employee is engaged as an ongoing employee in the Bureau, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 6.36** Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 6.37** Where an employee is engaged as an ongoing employee in the Bureau, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 6.34), the Agency Head will offer to recognise any unused accrued personal/carer's leave at the employee's request. The Agency Head will advise the employee of their ability to make this request.
- 6.38** Where an employee is engaged as an ongoing employee in the Bureau, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 6.39** For the purposes of clauses 6.33 to 6.38, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting leave**

- 6.40** When an employee is on:
- a. annual leave;
  - b. purchased leave;
  - c. defence reservist leave;
  - d. First Nations ceremonial leave;
  - e. NAIDOC leave;
  - f. cultural leave; or
  - g. long service leave; and
- becomes eligible for, under legislation or this agreement:
- a. personal/carer's leave;

- b. compassionate or bereavement leave;
- c. jury duty;
- d. emergency services leave;
- e. leave to attend to family and domestic violence circumstances; or
- f. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

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

## Long Service leave

- 6.43** An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 6.44** The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 6.40.

## Miscellaneous leave

- 6.45** The Agency Head may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement, for a purpose that the Agency Head considers to be in the interests of the Bureau, having regard to operational requirements.
- 6.46** A casual employee may be granted paid miscellaneous leave for the purpose of family and domestic violence and to accommodate other Government directives.
- 6.47** In considering an application for leave under this clause, the Agency Head will advise the employee of the decision.
- 6.48** If leave is to be granted, the advice will state:
- a. the period of leave;
  - b. whether the leave is with or without pay;
  - c. any conditions to which the leave is subject; and
  - d. if the leave is granted without pay – if and on what basis it counts as service.

## **Cultural, Ceremonial and NAIDOC leave**

### **NAIDOC leave**

- 6.49** First Nations employees may access up to two days of paid leave per calendar year to participate in NAIDOC week activities or other cultural and/or ceremonial events.
- 6.50** NAIDOC leave can be taken in part days.

### **First Nations Ceremonial leave**

- 6.51** First Nations employees may access up to 6 days of paid leave and 4 days unpaid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 6.52** The Agency Head may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 6.53** First Nations ceremonial leave can be taken as part days.
- 6.54** First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 6.55** The Agency Head may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 6.56** The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 6.57** Cultural leave can be taken as part days.
- 6.58** For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 6.51.

### **Parental leave**

- 6.59** A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 6.60** An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 6.61** For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases

24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

- 6.62** Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

**Payment during parental leave**

- 6.63** An employee is entitled to parental leave with pay as per clauses 6.65 and 6.66 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 6.64** Employees newly engaged in the Bureau or who have moved to the Bureau from another APS agency are eligible for the paid parental leave in clauses 6.65 and 6.66 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 6.65 and 6.66, the balance is available to the employee.
- 6.65** An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

**Table 1: Primary Caregivers – Circumstances for paid parental leave**

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



**6.66** An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

**Table 2: Secondary Caregivers – Circumstances for paid parental leave**

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

**6.67** Flexibility: Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.

**6.68** Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

**6.69** Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

## **Adoption and long-term foster care**

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

## **Stillbirth**

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

## **Pregnancy loss leave**

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

## **Premature birth leave**

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

## **Transitional provisions**

- 6.78** Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable

under clause 6.76 and 6.77 until after the legislated paid maternity leave is used.

### **Pregnancy leave**

- 6.79** Employees (other than casual employees) may access additional paid leave to enable them to attend routine medical appointments associated with their pregnancy. An employee may be asked to provide evidence when applying for pregnancy leave.

### **Return to work after parental leave**

- 6.80** On ending any form of parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act.
- 6.81** On ending parental or maternity leave, an employee is entitled to return to:
- the employee's pre-parental/maternity leave duties; or
  - if those duties no longer exist, to another available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. However, where this is not possible, the Agency Head must employ the employee in available duties that are nearest in status and remuneration to the duties referred to in this clause.

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

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

### **Compassionate leave**

- 6.84** Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - b. the employee or their partner has a miscarriage.
- 6.85** An employee may be asked to provide evidence to support their absences on compassionate leave.
- 6.86** Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 6.87** For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

- 6.88** Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
  - b. a child is stillborn, where the child was a member of their family (including a member of their household).
- 6.89** An employee may be asked to provide evidence to support their absences on bereavement leave.
- 6.90** Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 6.91** For casual employees, bereavement leave is unpaid.

## **Sabbatical leave**

- 6.92** Where an ongoing employee has completed at least 2 years of continuous employment with the Bureau, they may apply to the Agency Head for access to sabbatical leave.
- 6.93** This is a flexible arrangement where an employee elects to have 20% of their salary withheld over four years, in order to access sabbatical leave for 12 months in the fifth year.
- 6.94** During the sabbatical year the employee will be paid an amount equivalent to the amounts forgone from salary for the previous four years, in equal fortnightly instalments.
- 6.95** If an Employee does not use all or part of the sabbatical leave within a one-year period, the employee will be refunded the cost of the leave not taken at the rate it was purchased, as a lump sum
- 6.96** The first 4 years will count as service for all purposes, and the fifth year will not count as service for any purpose.
- 6.97** An Employee accessing sabbatical leave cannot also apply for purchased leave as prescribed at clause 6.15.

## Emergency Response leave

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

## Jury duty

- 6.104** Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 6.105** Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 6.106** The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 6.107** If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Bureau for the period of absence. This will be administered in accordance with clause 2.33 to 2.40.

## Defence Reservist leave

- 6.108** The Agency Head will give an employee leave with or without pay to undertake:

- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - b. Australian Defence Force Cadet obligations.
- 6.109** An employee who is a Defence Reservist can take leave with pay for:
- a. up to 4 weeks (20 working days/shifts) in each financial year (pro-rata for part-time employees); and
  - b. an extra 2 weeks (10 working days/shifts) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 6.110** Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 6.111** An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks (15 working days/shifts) in each financial year to perform their duties. Australian Defence Force Cadets means:
- a. Australian Navy Cadets;
  - b. Australian Army Cadets; and
  - c. Australian Air Force Cadets.
- 6.112** In addition to the entitlement at clause 6.109, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 6.113** Defence Reservists Leave, except for unpaid CFTS, counts as service for all purposes.
- 6.114** Unpaid CFTS reservist leave for 6 months or less counts as service for all purposes. Unpaid leave greater than six months counts for services for all purposes, except for annual leave.
- 6.115** An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **Defence Service Sick leave**

- 6.116** An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. warlike service; or
  - b. non-warlike service.
- 6.117** An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - i. they start employment with the APS; or
    - ii. DVA certifies the condition; and
  - b. an annual credit of three weeks (15 days) defence service sick leave.

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

## **Returned Soldiers leave**

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

## **Leave to attend proceedings**

- 6.123 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 6.124 An employee who is not covered under clause 6.123, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Bureau.
- 6.125 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 6.126 The Agency Head may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **International sporting events leave**

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

## **Local government leave**

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

## **Family responsibility leave**

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



## **Section 7. Employee support and workplace culture**

### **Blood donation**

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

### **Vaccinations**

- 7.3 The Bureau will offer annual influenza vaccinations to all employees at no cost.
- 7.4 Where the Bureau requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### **Employee Assistance Program**

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

### **Safe workplaces**

- 7.6 The Bureau is committed to the health, safety and wellbeing of employees in the workplace, in all work environments. The aim is to create a positive culture and embed health, safety and wellbeing practices in all activities.
- 7.7 The Bureau will provide appropriate numbers of Health and Safety Representatives, Fire and Building Wardens, Workplace Harassment Contact Officers, and First Aid Officers.
- 7.8 The Bureau will provide reasonable facilities, including first aid equipment, restrooms, lactation rooms and carer's rooms.

### **Respect at work**

#### **Principles**

- 7.9 The Bureau values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Bureau recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 7.10 The Bureau recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace

should be holistic and consistent with the Australian Human Rights Commission's guidance, including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.

## **Consultation**

- 7.11** The Bureau will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## **Family and domestic violence support**

- 7.12** The Bureau will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 7.13** The Bureau recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 7.14** Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 7.15** An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
  - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - d. making arrangements for the employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
- 7.16** This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 7.17** Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

- 7.18** These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 7.19** Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 7.20** Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 7.21** Evidence may be requested to support the Bureau in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Bureau will require, unless the employee chooses to provide another form of evidence.
- 7.22** An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service, or Lawyer.
- 7.23** The Bureau will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Bureau will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Bureau may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 7.24** Where the Bureau needs to disclose confidential information for purposes identified in clause 7.23, where it is possible the Bureau will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 7.25** The Bureau will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 7.26** Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 7.27** The Bureau will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 7.28** Further information about leave and other support available to employees affected by family and domestic violence may be found in the *Family and Domestic Violence Procedure*.

## **Integrity in the APS**

- 7.29** The Bureau understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Bureau decisions.

- 7.30** Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- 7.31** Employees can, during their ordinary work hours, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - b. attend Bureau mandated training about integrity.

## **First Nations cultural competency training**

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

## **Diversity**

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

## **Lactation and breastfeeding support**

- 7.37** Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 7.38** The Bureau will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 7.39. In considering whether a space is appropriate, an agency should consider whether:

- a. there is access to refrigeration;
- b. the space is lockable; and
- c. there are facilities needed for expressing, such as appropriate seating.

**7.39** Where it is not practicable for the Bureau site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

**7.40** The Bureau will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

**7.41** The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

**7.42** Further information is available in policy.

### **Disaster support / household emergency**

**7.43** Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Agency Head will consider flexible working arrangements to assist the employee to perform their work.

**7.44** Where flexible working arrangements are not appropriate, the Agency Head may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

**7.45** In considering what period of leave is appropriate, the Agency Head will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

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

## Section 8. Performance and development

### Performance management

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

### Managing underperformance

- 8.6 It is recognised that underperformance issues sometimes arise in the Bureau with informal feedback being the initial channel for discussing the issue. Where individual cases of unsatisfactory performance are identified, and where the employee is ongoing and is no longer on probation, the emphasis of any management intervention will be to:
- a. support the employee to achieve satisfactory performance within a reasonable timeframe;
  - b. have regard to the individual circumstances of the employee, including health and wellbeing;
  - c. ensure procedural fairness principles are followed;

- d. implement appropriate learning and development activities; and
- e. ensure performance expectations, measures and standards are mutually understood.

**8.7** The management intervention referred to in clause 8.6 will include the following steps:

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

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

**8.9** Further information may be found in the Bureau's *Managing Underperformance Procedure*.

## **Absence without approval**

**8.10** Where an employee is absent from work without approval e.g. without the express approval of their supervisor, or not in accordance with a term of this agreement, the absence may be treated as an "unauthorised absence" and will not count as service for any purpose under this agreement, including remuneration and leave accrual.

- 8.11** Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered in accordance with the overpayment provisions in clauses 2.33 to 2.40.
- 8.12** Where an employee has been on extended unauthorised absence of at least a week or has been on unauthorised absence for frequent short periods, the Agency Head may commence a process to terminate the employment of the employee.
- 8.13** Before taking action to terminate employment, the Agency Head will ensure mitigating factors contributing to the employee's absence(s) e.g. a medical condition, are considered.

## **Workloads**

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

## **Studies Assistance**

- 8.17** The Agency Head will approve studies assistance to an ongoing employee (who has successfully completed probation) where the study has been agreed with the employee's manager as being of benefit to the Bureau and is included in the employee's learning and development plan within the Performance Development Scheme.
- 8.18** Studies assistance may be in the form of:
- a. reimbursement of up to \$3,600 per approved course from an approved Recognised Training Organisation, or
  - b. reimbursement of up to \$10,800 per approved University course; and/or
  - c. paid study leave of up to 8 hours per week, that can be used weekly, accumulated and used as a leave bank, or both (as negotiated with their manager), and
  - d. an additional 2 hours for travel time per week may be provided if the allocated paid study leave of 8 hours has been used and the employee requires additional time to travel to a learning institution.



- 8.19** In addition to the financial assistance and leave available under clause 8.18(c), employees with disability or who are First Nations employees may access up to an additional 8 hours paid study leave per week.
- 8.20** For further information see the Bureau's *Studies Assistance Procedure*.

## **Learning and development**

- 8.21** The Bureau is committed to fostering a culture of continuous learning to ensure employees have the skills, knowledge and capabilities relevant to their role and future career development.
- 8.22** Learning and development can enhance employees' potential to contribute to achieving the Bureau's strategic objectives, supports employee's development. and assists with career progression.
- 8.23** Learning and development is a shared responsibility between employees and their managers. All employees should have the opportunity to participate in relevant learning, development and training. Investment in learning and development must align with the Bureau's strategic priorities, individual and team needs.
- 8.24** As part of the performance development discussions, employees and their managers should discuss and agree a learning and development plan for the employee's current role and career development goals and agree on sufficient time to enable learning and development opportunities, including sufficient time to complete mandatory training.
- 8.25** Sufficient paid time for mandatory training which is required for employees to be able to fulfil their current role will be provided to all staff.
- 8.26** Employees can request additional development opportunities in support of their career development and aspirations and reasonable time should be granted for this.
- 8.27** The Bureau is committed to transparency around access to learning and development opportunities. During the lifetime of the agreement, the following measures will be developed towards improving visibility of access to opportunities across the organisation:
- a. The agency will source the relevant information to report annually to the consultative committee on:
    - i. Uptake of central learning and development materials and courses.
    - ii. Uptake of APS Academy courses.
    - iii. Program-funded training budgets for the year and uptake of Program training opportunities.
  - b. The development of a documented processes for in-demand opportunities such as external courses and conferences to enable equitable access to Group or Program funded training.

## Professional qualifications

- 8.28** The Bureau will reimburse professional association membership costs, accreditation, or registration fees (up to \$1000) where it is a mandatory and inherent requirement in an employee's role description. This reimbursement is subject to the employee providing suitable evidence of the expense.

## **Section 9. Travel and location based conditions**

### **Travel arrangements**

#### **Domestic travel**

- 9.1** When an employee is traveling by air and/or road, they and their manager must consider the duration and time of day to minimise worker fatigue. Flights should be scheduled during work hours to reduce fatigue unless there are clear reasons that this is not possible.
- 9.2** Employees required to travel for official work purposes will have the reasonable costs of their accommodation, meals and other expenses met by the Bureau.
- 9.3** Employees are entitled to economy class travel where required to travel on official business within Australia.
- 9.4** If an employee becomes critically or dangerously ill while travelling for official work purposes, the Agency Head will reimburse the cost of fares reasonably incurred by one family member (as defined in the definitions), of the employee, and any child in that family member's care, to travel to visit the employee. Before reimbursement is provided to the employee, a certificate from a medical practitioner must be provided stating that the employee was critically or dangerously ill at the time the certificate was given or during a specified period.
- 9.5** Employees required to travel for official work purposes which require an overnight absence will have the reasonable costs met by the Bureau and be entitled to book suitable accommodation (where available) through the organisation's preferred accommodation provider.
- 9.6** Employees required to travel for official work purposes which require an overnight absence will be entitled to an allowance in respect of meals and incidental expenses as updated in accordance with clause 3.13.
- 9.7** A purchasing card will be provided to employees to be used for all travel-related expenses.
- 9.8** Where it is not feasible to use a purchasing card at a particular location, the Bureau will provide another method of compensating employees for business-related expenses, such as pre-payment of cash advances or reimbursement of costs.
- 9.9** To address any inconveniences in processing minor expenses associated with travel, an incidental payment for each 24-hour travel period will be made available where an employee has incurred expenses by virtue of being away from home. The incidental payment is designed to cover minor expenses such as tolls, street parking, minor fares and items of a personal nature required by virtue of being away from home. It will not be intended to cover main meals, accommodation, taxis or other major expenses.

- 9.10** When the incidental payment is claimed, no other claims for “out of pocket” expenses can be made except in respect to actual costs exceeding the value of the incidental payment. In these instances, receipts or justification must be provided.
- 9.11** The incidental payment amount will be made available on the intranet.
- 9.12** After an employee has resided in the one locality for a period of 21 days, the employee will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount considered to be reasonable in the circumstances, in accordance with clause 3.13.
- 9.13** Where employees are required to camp out, Camping allowance shall be payable subject to the requirements outlined on the intranet. Camping Outlay Allowance may be payable where employees use their personal camping equipment. Allowance rates are outlined on the intranet and are updated in accordance with clause 3.13.
- 9.14** Travelling allowances are in addition to the cost of conveyance.
- 9.15** An employee who is travelling to a place of work in anticipation of permanent relocation to that place of work, and who has been advised in writing that the relocation is to be made permanent, will not be eligible to receive travelling allowance during employment at that place of work.
- 9.16** Where the Agency Head is satisfied that the overall travelling allowance is insufficient to cover reasonable expenses, an adjustment to the allowance will be made.
- 9.17** Where an employee's travel expenses are met by the Bureau or another entity, any allowances payable under the Domestic Travel clauses will be reduced accordingly. Where the original period of travel is reduced, and the employee has received travel allowance in excess of their entitlement, the excess would be recoverable.
- 9.18** Further information may be found in the Bureau's *Travel Procedure*.

### **International travel**

- 9.19** The costs of an employee's accommodation and meals will be met by the Bureau (where these costs are not met by another party) when they are required to travel overseas on official Bureau business. Further information may be found in the Bureau's *Travel Procedure*.
- 9.20** Where the scheduled duration of the flight/s, from initial flight departure to flight arrival at final destination, is less than or equal to eight hours in total, the employee is entitled to Economy Class travel.
- 9.21** Where the scheduled duration of the flight/s, from initial flight departure to flight arrival at final destination, is greater than eight hours in total, the employee is entitled to Premium Economy Class. Where Premium Economy Class is not available, Business Class may be considered, subject to the approval of the Agency Head.

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

### **Rest periods when travelling**

- 9.23 International Travel** - Employees are entitled to rest periods after international travel. Rest periods are typically for 24 hours, commencing on arrival at the destination and upon return to Australia and cannot be deferred or accumulated. Rest periods of between 24 and 48 hours may be considered for travel between Australia and Europe, the Middle East, Africa, or the Americas.
- 9.24 Domestic Travel** - Unless it is an emergency, if an employee:
- a. undertakes domestic travel in the course of the performance of their duties, and
  - b. the total travel and work time goes beyond 12 hours of duty,
- they will be permitted a rest period of 8 hours, plus reasonable travelling time, between ceasing duty and recommencing duty.
- 9.25** In a case where the travel and work does not exceed 12 hours, and there are extenuating circumstances, the Agency Head may consider granting the rest period, on a case-by-case basis.

### **Excess travelling time**

- 9.26** An employee may be entitled to be paid for reasonable time spent in travel or on duty when travelling or away from their usual place of work.
- 9.27** The payment will not be made unless the time exceeds:
- a. one half hour in any one day; or
  - b. two and one half hours in any fortnight; and
  - c. payment will not be made for more than five hours in any one day, from Monday to Friday, and for no more than 12 hours 21 minutes in any one day on Saturday, Sunday and Public Holidays.
- 9.28** The rate of payment will be:
- a. single time on Mondays to Saturdays; and
  - b. time and a half on Sundays and Public Holidays.
- 9.29** An employee may also be entitled to be reimbursed for excess fares they have incurred performing duty at a place other than their usual place of work, when the cost of travelling to and from their temporary place of work is greater than the cost of travelling to and from their usual place of work. Where an employee performs home-based work, excess fares will be calculated from the employee's office-based site. An employee will not be paid an allowance under this clause where:
- a. their travel expenses are being met under the Domestic Travel clauses; or

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

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

## **Motor vehicle allowance**

- 9.33** The Agency Head may authorise an employee's use of a private vehicle owned or leased by the employee, for official purposes, where it will result in greater efficiency or involve less expense.
- 9.34** An employee will be paid an allowance in accordance with the rate, as adjusted, in accordance with the arrangements outlined at clause 3.13.

## **Relocations assistance**

- 9.35** Further information on relocation arrangements may be found in the Bureau's *Relocation and Related Matters Procedure*.
- 9.36** Where an APS employee is required to relocate from one locality to another at the request of the Bureau (such as a promotion, redeployment of an excess employee, or where organisational change programs require an employee's relocation), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 9.37** If an employee relocates from one locality to another, and that relocation is not at the Bureau's initiative but is determined by the Agency Head to be in the interests of the Bureau (including where an employee applies for and is selected for a role in a different locality), the employee may be eligible to be reimbursed for reasonable relocation costs, subject to negotiation with the Agency Head.
- 9.38** Where an employee is required to relocate on engagement with the Bureau, the employee will be provided with financial relocation assistance.
- 9.39** Reasonable expenses associated with the relocation include:
- a. the cost of transport of the employee, their dependents and partner by the most economical means;
  - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - c. vehicle freight

- d. short-term furniture storage
- e. disturbance allowance
- f. education costs assistance
- g. assistance with meeting the costs of temporary accommodation,
- h. legal and other expenses (such as stamp duty) on the sale and purchase of a home
- i. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- j. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award, and

**9.40** Additional relocation assistance may be considered by Agency Head discretion.

**9.41** If an employee relocates from one locality to another, and that relocation is not at the Bureau's initiative and is not determined by the Agency Head to be in the interests of the Bureau, the employee will not be eligible to be reimbursed for any location costs.

## **Relocation leave**

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

## **Remote localities**

### **Remote localities support**

**9.43** If an employee works and resides at a remote locality as shown below, they will be entitled to the following allowances and assistance:

- a. an annual District Allowance, paid fortnightly, in accordance with:
  - i. the grade of locality;
  - ii. the rate for the grade of locality as adjusted, in accordance with the arrangements outlined in clause 3.12 to 3.14; and
  - iii. whether the employee has eligible dependants and/or an eligible partner/spouse;
- b. additional annual leave at the rate specified in the table at clause 9.61 if the employee is full-time, or a pro-rata amount if they are part-time.

**9.44** District Allowance localities include:

- a. Alice Springs
- b. Broome
- c. Cocos (Keeling) Islands
- d. Giles

- e. Exmouth (Learmonth)
- f. Lord Howe Island
- g. Nhulunbuy (Gove)
- h. Norfolk Island
- i. Tindal (Katherine)
- j. Willis Island

**9.45** Special District Allowance arrangements may apply for employees at Cairns, Townsville and Darwin (see clauses 9.83 to 9.86)

### **Remote Localities Reunion Entitlement**

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

**9.47** Employees (and their eligible dependants) stationed at the remote localities below will have access to RLRE in accordance with clauses 9.49 to 9.55.

- a. Alice Springs
- b. Broome
- c. Cocos (Keeling) Islands
- d. Exmouth (Learmonth)
- e. Lord Howe Island
- f. Nhulunbuy (Gove)
- g. Norfolk Island
- h. Tindal (Katherine)

**9.48** Special RLRE arrangements apply for employees at Cairns, Townsville and Darwin (see clause 9.84).

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

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

**9.51** An employee may seek approval to drive from the remote locality at which they reside to their approved nominated capital city (and return) in lieu of the flight described at clause 9.49. The employee will be paid mileage allowance calculated in accordance with clause 3.13, up to the value of the equivalent airfare entitlement.



- 9.52** Where an employee transfers from one RLRE locality to another, the transfer will have no effect on the date at which the employee next becomes eligible for RLRE.
- 9.53** Employees who are stationed at the locality for less than one year are not entitled to RLRE.
- 9.54** An eligible dependant means a dependant of the employee who resides with the employee, is aged two years or older, and has an income, if any, of less than 60 per cent of an APS Level 1 salary.
- 9.55** The approved nominated capital city must be agreed by the Agency Head, and must satisfy at least one of the following criteria:
- a. it is the capital city nearest the RLRE locality;
  - b. it is the capital city of the state or territory from which the employee was recruited to the Bureau;
  - c. it is the capital city of the state or territory in which a substantial period of Bureau service was undertaken; or
  - d. it is a capital city where there is an immediate family connection.

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

#### **Additional fares for Employees at Nhulunbuy (Gove)**

- 9.56** An employee stationed at Nhulunbuy (Gove) is entitled to be reimbursed for each relevant period of service, the cost of one return airfare to Darwin undertaken during the relevant period by the employee and each dependant who lives at that locality.
- 9.57** In this clause, relevant period of service means:
- a. for an employee who has not completed a period of two years' service at Nhulunbuy (Gove) beginning on the day when the employee began, or last began duty at Nhulunbuy (Gove) – 24 months beginning on that day, and
  - b. in any other case – 24 months beginning on the day when the employee completed the preceding relevant period of service.

#### **Additional Remote Locality Assistance**

- 9.58** The Agency Head will approve additional assistance, including reimbursement for:
- a. the associated costs of employee/dependant/attendant return domestic travel for necessary medical and/or dental treatment for the employee or dependant, where that treatment is not available at the usual remote locality, and subject to the following:
    - i. production of a certificate from a medical practitioner stating the nature of the illness and that the removal for treatment was required, or, in the case of dental treatment, production of a

- certificate from a qualified dentist stating the nature of the illness and that the removal for immediate treatment was required;
  - ii. travel costs reimbursed will be to the nearest locality where the medical/dental treatment can be provided;
  - iii. in the circumstance where the treatment is for the dependant, the dependant must reside with the employee;
  - iv. an attendant is any person who is necessary to accompany the employee or dependant; and/or
  - v. where circumstances prevent the employee/dependant/attendant from returning on the same day, the expenses reasonably incurred for accommodation will be reimbursed.
- b. domestic fares for emergency and/or compassionate travel, in the circumstance where a member of the employee's family or partner's family dies, or becomes critically ill, and the employee or partner travels to the locality of that family member.
- c. up to two return fares per school year for children attending school at a locality other than where the employee is stationed, for the purposes of attending school or for family reunion.

For the purpose of clause 9.58 (b) family member means a partner/spouse, a child, a parent, a sibling and any other person who is, because of special circumstances, approved by the Agency Head as a close relative.

**9.59** If the Agency Head authorises travel by a motor vehicle owned or hired by the employee or an employee's partner/spouse, the employee is entitled to be paid motor vehicle allowance under clause 3.13.

**9.60** Special arrangements may apply for employees at Cairns, Townsville and Darwin (see clause 9.83 to 9.86)

### Extra Annual Leave for Remote Localities

**9.61** Additional Annual Leave will accrue at the rate specified for additional leave localities in the Table below.

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

**9.62** Special arrangements may apply for employees at Cairns, Townsville and Darwin (see clause 9.83 to 9.86).

**Allowance for high electricity charges at Norfolk Island**

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

A- (BxC)

Where:

A = charge for electricity supplied

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

C = the number of kilowatt hours of electricity supplied.

**Air-conditioning subsidy**

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

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

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

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

Where:

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

B = the number of days covered by the account.

## Other remote locality matters

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

## Antarctic allowance

- 9.66** Further information on Antarctic entitlements and conditions of service may be found on the Bureau's intranet.
- 9.67** An employee will be paid allowances, in accordance with clauses 9.67 to 9.69 to compensate employees for the isolation, severity of the climatic conditions and the lack of amenities at this location. The employee will be paid at the rates, as adjusted, in accordance with the arrangements outlined in clauses 3.12 to 3.14.
- 9.68** Employees on Antarctic duty are either:
- a. Long term expeditioners: employees whose work is predominantly performed in Antarctica for a summer or winter tour of duty, are assigned duties via a Movement Notice and are identified as such by the delegate; or
  - b. Short-term expeditioners: employees whose work is predominantly performed in Head or Regional office but are required to perform duties in Antarctica as part of their role or as a member of a project team.
- 9.69** For allowance purposes, Short-term expeditioners will be regarded as Long-term expeditioners when they undertake duties in Antarctica, with the exception of Executive Level expeditioners as outlined in clause 9.76.
- 9.70** Where an employee is directed by the Agency Head to undertake duties as a Long-term expeditioner at a lower classification, they shall continue to be paid at the salary rate they would have received had they not been directed to go.
- 9.71** While stationed in Antarctica, Long-term expeditioners will be paid the allowances set out in clauses 9.74 to 9.79 in addition to their normal salary.
- 9.72** Antarctic Duty Allowances specified in clauses 9.74 to 9.79 will be paid fortnightly, with salary, from the day of embarkation until the day of disembarkation, using the formula:
- $$\text{Fortnightly rate} = \text{annual allowance rate} \times 12 / 313$$
- 9.73** The daily rate of the allowance is 1/14th of the fortnightly rate.

## Allowance in lieu of overtime

- 9.74** During a period of Antarctic duty employees (except those identified in clause 9.76) will be paid an Allowance in Lieu of Overtime. Payment of the allowance is in recognition of the performance of primary duties which might, in other situations, be compensated by overtime, penalties, shift, roster, call-out, restriction, supplementary leave loading or other like payments.

- 9.75** The allowance will be set at the rate of the lesser of:
- a. 50% of the rate of salary applicable to an expeditioner, and
  - b. 50% of the maximum rate of salary for an APS level 3 employee.
- 9.76** Executive Level (and equivalent) expeditioners are not entitled to Allowance in Lieu of Overtime unless a General Manager certifies that the employee will be required to perform additional hours of duty for the reasons outlined in the TILOT clause performing operational tasks, such as forecasting.

### **Common duties allowance**

- 9.77** During a period of Antarctic duty, employees will be paid a Common Duties Allowance in recognition of the need to perform reasonable additional duties that are unrelated to the employee's ordinary duties. An expeditioner is entitled to:
- a. \$14,239 per annum with effect from the commencement of this Agreement;
  - b. \$14,780 per annum from 13 March 2025, and
  - c. \$15,283 per annum from 12 March 2026.

### **Antarctic Allowance**

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

### **Additional responsibilities allowance**

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

### **Other Antarctic conditions**

#### **Deductions from Pay**

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

### **Willis Island allowances**

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

- 9.82** While stationed at Willis Island, an employee will be paid the following, in addition to their normal salary:
- a. an allowance of 55% of their annual salary (which may include higher duties allowance) for the tour of duty period. This payment is for an allowance paid in lieu of the overtime and shift work provisions of this Agreement;
  - b. \$7,972 per annum to compensate the employee for the isolation and lack of amenities at Willis Island (Willis Island Allowance); and
  - c. District Allowance.

### **Special arrangements for Cairns, Townsville and Darwin**

- 9.83** In recognition of the former remote locality status of Cairns, Townsville and Darwin, employees working and residing in these localities who had grandfathered arrangements from the 2018 enterprise agreement, will be subject to the special arrangements outlined below.
- 9.84** Those employees, as per clause 9.83, who are working and residing in Cairns or Townsville at the will be entitled to:
- a. District Allowance in accordance with clause 9.43
  - b. Remote Locality Reunion Entitlement (RLRE) in accordance with clauses 9.47 to 9.55, with the exception that the fare noted in clause 9.49 is provided every second year only;
  - c. Additional remote locality assistance in accordance with clause 9.58 and
  - d. Extra annual leave, accrued at the rate of 0.4 additional weeks per year.
- 9.85** Employees who are working and residing in Darwin as per clause 9.83 will be entitled to:
- a. District Allowance in accordance with clause 9.43(a);
  - b. Remote Locality Reunion Entitlement (RLRE) in accordance with clauses 9.47 to 9.55
  - c. Additional remote locality assistance in accordance with clause 9.58; and
  - d. Extra Annual Leave, accrued at the rate of 1.0 additional week per year.
- 9.86** The arrangements in clauses 9.83 to 9.85 cease to apply when the employee is no longer working and residing in the former remote locality.

## **Section 10. Consultation, representation, and dispute resolution**

### **Consultation**

#### **Principles**

- 10.1** Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 10.2** The Bureau recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
- 10.3** Genuine and effective consultation involves:
- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### **When consultation is required**

- 10.4** Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work;
  - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - c. major change that is likely to have a significant effect on employees;
  - d. implementation of decisions that significantly affect employees;

- e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- f. other workplace matters that are likely to significantly or materially impact employees.

**10.5** The Bureau, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Bureau. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

**10.6** This clause applies if the Bureau:

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

### **Representation**

**10.7** Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

**10.8** The Bureau must recognise the representative if:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative.

### **Major change**

**10.9** In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.



- 10.10** The following additional consultation requirements in clause 10.11 to 10.17 apply to a proposal to introduce a major change referred to in clause 10.4(c).
- 10.11** Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 10.5.
- 10.12** Where practicable, a Bureau change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 10.13** The Bureau must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 10.14** As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 10.5, the Bureau must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
    - ii. the effect the proposed change is likely to have on the employees; and
    - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the employees; and
    - iii. any other matters likely to affect the employees.
- 10.15** The Bureau must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 10.16** However, the Bureau is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 10.17** 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 Bureau, the requirements set out in clauses 10.11 to 10.16 are taken not to apply.

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

- 10.18** The following additional consultation requirements in clause 10.19 to 10.21 apply to a proposal to introduce a change referred to in clause 10.4(e).
- 10.19** The Bureau must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

- 10.20** As soon as practicable after proposing to introduce the change, the Bureau must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives:
    - i. the proposed introduction of the change; and
  - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Bureau is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 10.21** The Bureau must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

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

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

### **Guidelines and Policies Supporting this Agreement**

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

### **Agency consultative committee**

- 10.25** The Agency Head may establish a Bureau consultative committee to discuss relevant workplace matters.
- 10.26** The Bureau's consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement.

Representation on the committee will be in accordance with the terms of reference.

- 10.27** These provisions are not intended to override the operation of the consultation provisions set out in clauses 10.1 to 10.22 of this agreement.
- 10.28** It is a matter of good management practice that there is communication with employees and an exchange of ideas on changes that impact directly or indirectly on their employment. The Bureau is committed to consulting with employees and where they choose, their representatives, on matters that affect them in the workplace.
- 10.29** All communications in the workplace are to be consistent with the APS Values and Code of Conduct.
- 10.30** Against this background, workplace issues will be discussed in a spirit of cooperation and trust and in a manner designed to ensure that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.
- 10.31** A Bureau Consultative Committee (BCC) will be established and facilitated by the Bureau to communicate and consult with employees on workplace relation matters, including issues relating to the implementation and operation of this Agreement that affect staff entitlements and conditions of employment
- 10.32** The BCC will:
- a. be chaired by the Director or their representative;
  - b. meet at least four times per year;
  - c. have the number of employee representatives being equal to or greater than the number of management representatives; and
  - d. operate under Terms of Reference.
- 10.33** The BCC chair, in consultation with the BCC members, will establish sub-committees as required.
- 10.34** Employees may raise issues for discussion at the BCC through any representative who attends the BCC.

## **Joint Consultative Committee**

- 10.35** As part of the consultative process under clause 10.9 to 10.21, and where change proposals are sufficiently substantial to warrant it, the Bureau will establish a Joint Consultative Committee (JCC) including making arrangements for the participation of employee representatives with reasonable paid time during their normal working hours. The paid time provided should not result in disruption to critical services or operational requirements.
- 10.36** The JCC shall comprise relevant representatives of the parties to this Agreement. The JCC may determine to invite other parties, or individuals, to participate on the JCC for a specific issue or period of time. If JCC members

are not in the same location it is expected meetings will occur online, and only in exceptional circumstances and where appropriate the cost of travel and accommodation will be provided.

## **APS Consultative Committee**

- 10.37** The Agency Head will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## **Dispute resolution**

- 10.38** If a dispute relates to:
- a. a matter arising under the agreement; or
  - b. the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 10.39** An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 10.40** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 10.41** Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 10.42** If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 10.41 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.43** The Fair Work Commission may deal with the dispute in 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 Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose

of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

**10.44** While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Bureau that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 10.44(a), 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.

**10.45** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

**10.46** Any disputes arising under the Bureau of Meteorology Enterprise Agreement 2018 or the National Employment Standards that were formally notified under clause C.11.1(b) of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

### **Leave of absence to attend proceedings**

**10.47** Where the provisions of clauses 10.38 to 10.42 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 10.40, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 10.42.

### **Delegates' rights**

**10.48** Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

**10.49** The role of union delegates is to be respected and supported.

**10.50** The Bureau and union delegates will work together respectfully and collaboratively.

## Supporting the role of union delegates

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

## **Employee representational rights**

### **Freedom of Association**

**10.56** The Bureau recognises:

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

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

### **Support Person and Employee Representation**

**10.57** Employees may be assisted, accompanied and/or represented by another person, who may be a work colleague or a union representative, in the workplace and in relation to their industrial interests. The Bureau and the employee's nominated representative will deal with each other in good faith and in accordance with the FW Act.

**10.58** Employees will inform their manager and/or the relevant level of management prior to any discussions where they choose to be represented and where they have prior notice of the discussion.

**10.59** Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. The Bureau recognises that employees perform these roles in addition to their usual job description. The Bureau, at its discretion, will provide support to employees where they are required to perform these duties.

## **Section 11. Separation and Retention**

### **Resignation**

- 11.1 An employee may resign from their employment by giving the Agency Head at least 14 calendar days' notice.
- 11.2 At the instigation of the Agency Head the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 11.3 The Agency Head has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
- 11.4 If an employee does not give the required period of notice of resignation, an amount equal to the salary payable during the unexpired portion of the notice period may be deducted from monies otherwise payable to the employee, in accordance with a relevant Accountable Authority Instruction or recoverable as a debt due to the Commonwealth.
- 11.5 An employee who ceases employment with the Bureau on resignation, retirement or termination will be paid for unused annual leave and long service leave credits in accordance with legislation.

### **Payment on death of an employee**

- 11.6 Where an employee dies, or the Agency Head has directed that an employee will be presumed to have died on a particular date, subject to any legal requirements, the Agency Head must authorise payments to the partner, dependants or legal personal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived.

### **Retention, redeployment and redundancy**

#### **Coverage and Commitment**

- 11.7 The following provisions will apply to all Bureau employees with the exception of:
  - a. ongoing employees who have less than one year's service or who are on probation; and
  - b. non-ongoing employees.
- 11.8 The Bureau is committed to providing employees who are excess or potentially excess with assistance to maximise their redeployment opportunities and, as much as practicable, to avoid involuntary termination of



employment. The wishes and interests of employees who are excess or potentially excess will be taken into account during the process that is defined in clause 11.7 to 11.45.

### **Definition of excess employee**

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

### **Consultation with potential excess employees**

- 11.10** When the Agency Head is aware that an employee(s) is likely to become excess, they will advise the employee(s) at the earliest practicable time.
- 11.11** Discussions with the potential excess employee(s) will be held to advise them of the reasons they may become excess and to consider:
- a. measures that could be taken to resolve the situation, including redeployment opportunities for the employee(s) at or below level including through any APS-wide deployment mechanism which might exist at the time;
  - b. referral to a service provider approved by the Agency Head to provide career planning and other appropriate assistance; and
  - c. whether voluntary redundancy might be appropriate.
- 11.12** Where the employee(s) nominate(s) a representative, the Agency Head will hold the discussions with the employee(s) and the employee's representative.
- 11.13** The Agency Head may, prior to the conclusion of these discussions, invite an employee or group of employees who are not potentially excess to express interest in voluntary redundancy, where the redundancy of that employee(s) would permit the redeployment of an employee who is potentially excess.

### **Declaring an employee excess**

- 11.14** At least one month after discussions have been held with the employee in accordance with clause 11.10 and 11.11, the Agency Head may advise the employee in writing that they are an excess employee. The employee and the Agency Head may agree to a shorter period.

## **Accelerated separation option and additional payment**

- 11.15** The Agency Head may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. This option provides, in addition to the severance benefit, a payment of 10 weeks salary (or 11 weeks salary for an employee over 45 years old with at least five years continuous service) where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary redundancy. The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
- 11.16** This option is available to employees who exit from the Bureau prior to declaration as an excess employee under clause 11.14. Where an employee elects not to accept an offer under this option, the standard redundancy provisions, starting at clause 11.17, will apply.

## **Voluntary redundancy**

- 11.17** Where an employee is advised that they are an excess employee in accordance with clause 11.14, the Agency Head may invite the excess employee to accept voluntary redundancy.
- 11.18** Where the Agency Head invites an excess employee to accept voluntary redundancy, the employee will have one month in which to accept the offer.
- 11.19** Within the first 2 weeks of the one-month period referred to in clause 11.18, the Agency Head will give the excess employee information on:
- a. the amount of severance benefit, pay in lieu of notice and paid leave credits;
  - b. how to ascertain the amount of accumulated superannuation contributions;
  - c. options open to the employee concerning superannuation; and
  - d. any taxation rules applying to the various payments;
- which would be payable on voluntary redundancy.
- 11.20** Where the offer is accepted the Agency Head will consider whether to proceed with approval of the voluntary redundancy, but will not give notice of termination under section 29(3) (a) of the PS Act before the end of the one month period referred to in clause 11.18, unless the employee has received all the relevant information in clause 11.19 and chooses to waive the remainder of that period.
- 11.21** An excess employee invited to accept voluntary redundancy will be provided with assistance up to a total of \$598 for financial advice and career counselling.
- 11.22** Only one offer of voluntary redundancy will be made to an excess employee.

## Period of notice

- 11.23** Where the excess employee accepts voluntary redundancy, the Agency Head may terminate the excess employee by giving the required notice of termination under section 29(3) (a) of the PS Act. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 and with at least five years of continuous service).
- 11.24** Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the FW Act for the unexpired portion of the notice period.
- 11.25** The notice period will be extended by any periods of certified Personal/Carer's leave taken for the purposes of a personal illness or injury during the notice period.

## Severance benefit

- 11.26** An employee whose employment is terminated under section 29(3) of the PS Act following their agreement to be voluntarily terminated is entitled to be paid a severance benefit of an amount equal to 2 weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- 11.27** 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 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
  - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed s49 of the former *Public Service Act 1922*.
- 11.28** The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 11.29** The redundancy benefit will be calculated on a pro-rata basis for any period where the employee has worked part-time hours 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.
- 11.30** Service for severance pay and retention period purposes means:
- a. service as an employee of the Bureau of Meteorology;
  - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - c. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;

- d. service with the Australian Defence Forces;
- e. APS service immediately preceding deemed resignation under repealed section 49 of the PS Act 1922, if the service has not previously been recognised for severance pay purposes; and
- f. service in another organisation where:
  - i. An employee moved from the APS to that organisation with a transfer of function; or
  - ii. An employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and
  - iii. Such service is recognised for long service leave purposes.

**11.31** Service not to count as service for severance pay and retention period purposes means:

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

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

## **Rate of payment**

**11.33** For the purpose of calculating any payment under clause 11.26, salary will include:

- a. the employee's salary at their substantive classification level; or
- b. the salary of the higher classification level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
- c. shift penalties, where the employee has undertaken shiftwork and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary; and

- d. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses.

### **Redeployment and retention period**

- 11.34** An excess employee who does not agree to voluntary redundancy with the payment of a severance benefit will be entitled to the following retention period:
- a. 13 months where they have 20 or more years' service or is over 45 years of age, or;
  - b. 7 months for all other employees.
- 11.35** If an employee is entitled to a redundancy payment under the NES, the retention period at clause 11.34 will be reduced by the employee's redundancy payment entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

### **Commencement of retention period**

- 11.36** The retention period will commence on the day the employee is advised in writing by the Agency Head, in accordance with clause 11.14, that they are an excess employee.
- 11.37** The retention period will be extended by any periods of certified Personal/Carer's leave taken for the purposes of a personal illness or injury during the retention period.

### **Employer responsibilities**

- 11.38** During the retention period, the Agency Head:
- a. will provide the employee with access to:
    - i. the APS-wide redeployment mechanisms; and
    - ii. the services of a provider approved by the Agency Head in order to assist them to be redeployed.
  - b. will take all reasonable steps, consistent with the interests of the efficient administration of the Bureau, to assign new duties to an excess employee at their substantive classification within the Bureau; and
  - c. may, after taking reasonable steps to find alternative employment in the Bureau, at the excess employee's substantive classification, and with 4 weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.

### **Employee responsibilities**

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

## **Assistance**

- 11.40** An excess employee, who is on a retention period, may be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.
- 11.41** An excess employee required to move their household to a new locality as a result of an assignment to new duties at the same or lower classification will be entitled to reasonable expenses in accordance with clauses 9.36 to 9.40 of this Agreement.

## **Retention period – early termination**

- 11.42** Where:
- a. an excess employee has been receiving redeployment assistance from a service provider for 2 months; and
  - b. the service provider advises that there is no reasonable prospect of redeployment in the APS; and
  - c. the Agency Head is satisfied that there is insufficient productive work available for the employee with the Bureau during the remainder of their retention period;

the Agency Head may, with the agreement of the employee, terminate the employment of the employee under s29 of the PS Act. Upon termination, the employee will be paid a lump sum comprising the balance of the retention period (as shortened for the NES under clause 11.35) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus the employee's NES entitlement to redundancy pay.

## **Involuntary redundancy**

- 11.43** Subject to clause 11.42, the Agency Head under s29 of the PS Act may terminate the employment of an excess employee who has not agreed to voluntary redundancy and has not been permanently redeployed to an ongoing position at the conclusion of the retention period.
- 11.44** The Agency Head will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of voluntary redundancy or has elected to accept an offer of voluntary redundancy but the Agency head has refused to approve it.
- 11.45** An excess employee will be given four weeks' notice (or 5 weeks' notice for an employee over 45 with at least five years of continuous service) of termination of employment. These periods of notice will, as far as practicable, be concurrent with the retention periods

## Section 12. Other matters

### Recruitment and mobility

- 12.1 Career opportunities are provided in the Bureau through recruitment and mobility processes. The recruitment and mobility processes are aligned with the PS Act and its subordinate legislation.
- 12.2 Opportunities within the Bureau occur through assignment of duties in accordance with section 25 of the PS Act. Opportunities may be through a promotion, a permanent assignment of duties at the same classification level, a temporary assignment of duties at the same classification level, or a temporary assignment of duties at a higher classification level.
- 12.3 Where a position is temporarily vacant for six months or more, managers are to conduct an open selection process and advertise the role to all Bureau employees through the internal expression of interest (EOI) process. As part of this process, decisions are to be based on an assessment of a person's skills and capabilities and the work qualities required to effectively perform the duties.
- 12.4 As part of the performance development discussions employees and their managers should discuss career opportunities. Employees who are successful in their application of an EOI will be released from their current position, unless genuine business needs prevent the employee's release. Reasonable efforts will be made by the manager to enable the employee's release.
- 12.5 Further information can be found in the *Recruitment Procedure*, and the *Temporary Assignment of Duties Procedure*.

### Operating arrangements

- 12.6 Special arrangements may exist for:
  - a. Term transfer arrangements that are part of the Observing System Strategy; and
  - b. Voluntary Remote Postings to Antarctica, Willis Island and Giles.
- 12.7 Employees who are successful in their application for postings to Antarctica, Willis Island or Giles will be released for voluntary remote service, unless genuine business prevent the employee's release. Reasonable efforts will be made by the Bureau to enable the employee's release.
- 12.8 Further information may be found in the policies linked to the *Observing System Strategy*.
- 12.9 Bureau provided accommodation at prescribed locations may be available for employees to live in, subject to availability and the employee paying a rental

contribution of \$90 per fortnight. The rental contribution will not apply to Bureau provided accommodation at the localities specified in clause 12.6(b).

## **Climate change**

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



## Attachment A: Base salaries

Classification	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>Cadet APS</b>	48,022	52,000	54,516	57,497
	49,323			
	53,438	55,576	57,688	59,649
	-	-	57,787	60,946
<b>Trainee APS</b>	52,207	54,295	56,358	58,274
	53,138	55,264	57,364	59,314
	55,611	57,835	60,033	62,074
<b>Graduate APS</b>	59,442	61,820	64,169	66,351
<b>APS Level 1</b>	48,022	52,000	54,516	57,497
	49,323			
	53,438	55,576	57,688	59,649
	-	-	57,787	60,946
<b>APS Level 2</b>	55,448	57,666	59,857	62,775
	56,888	59,164	61,412	63,500
	60,769	63,200	65,602	67,832
	-	-	-	68,425
<b>APS Level 3</b>	61,449	63,907	66,823	70,477
	63,006	65,526	68,016	
	67,299	69,991	72,651	75,121
	-	-	72,837	76,820
<b>APS Level 3 - TO Level 2</b>	61,449	63,907	66,823	70,477
	63,006	65,526	68,016	
	67,299	69,991	72,651	75,121
	67,436	70,133	72,798	75,273
	67,974	70,693	73,379	75,874
	71,917	74,794	77,636	80,276
<b>APS Level 4</b>	68,878	71,633	75,022	79,125
	70,667	73,494	76,287	
	75,532	78,553	81,538	84,310
	-	-	81,775	86,246
<b>APS Level 5</b>	76,783	80,341	84,228	88,834
	78,947	82,105	85,225	
	83,683	87,030	90,337	93,408
	-	87,572	91,809	94,931
	-	-	-	96,829

Classification		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS Level 6</b>		84,670	90,199	94,563	99,734
		88,929	92,486	96,000	
		96,267	100,118	103,922	107,455
			101,022	105,910	109,511
					111,701
<b>Executive Level 1</b>		103,085	110,115	115,443	121,755
		107,200	111,489	115,725	
		116,115	120,760	125,348	129,611
		-	-	125,832	132,713
<b>Executive Level 2</b>	<b>Lower</b>	125,428	130,445	135,402	140,675
		130,113	135,318	140,460	145,236
		140,871	146,506	152,073	157,243
	<b>Upper</b>	143,397	149,133	154,800	160,063
		153,089	159,213	165,263	170,882
<b>Executive Level 2</b>	<b>Senior Research Scientist</b>	125,428	130,445	135,402	140,675
		134,792	140,184	145,511	150,458
		147,440	153,338	159,165	164,577
	<b>Principal Research Scientist</b>	148,622	154,567	160,441	165,896
		152,677	158,784	164,818	170,422
		167,875	174,590	181,224	187,386
	<b>Senior Principal Research Scientist</b>	170,487	177,306	184,044	190,301
		193,459	201,197	208,842	215,943

APS Classification	Occupational Stream	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>BoM Broadband 1</b>					
APS Level 3	PO Class 1	63,006	65,526	68,016	70,477
APS Level 4		75,532	78,553	81,538	84,310
APS Level 5		76,783	80,341	84,228	88,834
APS Level 5		83,683	87,030	90,337	93,408
APS Level 5		-	87,572	91,809	94,931
APS Level 5		-	-	-	96,829
<b>BoM Broadband 2</b>					
APS Level 3	PO Class 1 (Meteorologist – Experiential Learning Program only)	63,006	65,526	68,016	70,477
APS Level 4		75,532	78,553	81,538	84,310
APS Level 5		76,783	80,341	84,228	88,834
APS Level 5		83,683	87,030	90,337	93,408
APS Level 5		-	87,572	91,809	94,931
APS Level 5		-	-	-	96,829
APS Level 6	PO Class 2 (Meteorologist – Experiential Learning Program only)	84,670	90,199	94,563	99,734
APS Level 6		88,929	92,486	96,000	
APS Level 6		96,267	100,118	103,922	107,455
APS Level 6		-	101,022	105,910	109,511
APS Level 6		-	-	-	111,701
<b>BoM Broadband 3</b>					
APS Level 6	Research Scientist	85,163	90,199	94,563	99,734
Executive Level 1		103,085	110,115	115,443	121,755
Executive Level 1		116,115	120,760	125,349	129,611
Executive Level 1		-	-	125,832	132,713

..... Denotes a salary barrier

APS Classification	Occupational Stream	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>BoM Broadband 4</b>					
APS Level 3	TO2 Level 2	61,449	63,907	66,823	70,477
APS Level 3		63,006	65,526	68,016	
APS Level 3		67,299	69,991	72,651	75,121
APS Level 3		-	-	72,837	76,820
APS Level 5	TO3 Level 3	76,783	80,341	84,228	88,834
APS Level 5		78,947	82,105	85,225	
APS Level 5		83,683	87,030	90,337	93,408
APS Level 5		-	87,572	91,809	94,931
APS Level 5		-	-	-	96,829
<b>BoM Broadband 5</b>					
APS Level 3	PO Class 1 (Hyd)	63,006	65,526	68,016	70,477
APS Level 4		75,532	78,553	81,538	84,310
APS Level 5		76,783	80,341	84,228	88,834
APS Level 5		83,683	87,030	90,337	93,408
APS Level 5		-	87,572	91,809	94,931
APS Level 5		-	-	-	96,829
APS Level 6	PO Class 2 (Hyd)	84,670	90,199	94,563	99,734
APS Level 6		88,929	92,486	96,000	
APS Level 6		96,267	100,118	103,922	107,455
APS Level 6		-	101,022	105,910	109,511
APS Level 6		-	-	-	111,701
<b>BoM Broadband 6</b>					
APS Level 3	Indigenous Australian Government Development Program (IAGDP)	63,006	65,526	68,016	70,477
APS Level 4		68,878	71,633	75,022	79,125
APS Level 4		70,667	73,494	76,287	
APS Level 4		75,532	78,553	81,538	84,310
APS Level 4		-	-	81,775	86,246

..... Denotes a salary barrier