



Australian Government

**Great Barrier Reef
Marine Park Authority**

Enterprise Agreement 2011 - 2014

GBRMPA Enterprise Agreement 2011 – 2014

TABLE OF CONTENTS

SECTION 1 - THE AGREEMENT	7
GREAT BARRIER REEF MARINE PARK AUTHORITY AS AN APS AGENCY	7
PHILOSOPHY AND PRINCIPLES OF THE GBRMPA OPERATING ENVIRONMENT	7
PURPOSE OF AGREEMENT	7
APPLICATION OF THIS AGREEMENT	7
GIVING PRIMACY TO THE PARTIES IN AN AGREEMENT	8
PRODUCTIVITY IMPROVEMENTS AND COMMITMENTS	8
SECTION 2 – DEFINITIONS	9
SECTION 3 - SCOPE OF THE AGREEMENT	12
TITLE	12
PARTIES COVERED BY AGREEMENT	12
COMMENCEMENT AND DURATION	12
RELATIONSHIP TO OTHER AWARDS, AGREEMENTS AND LEGISLATION	12
DELEGATION.....	13
NO EXTRA CLAIMS.....	13
VARIATIONS TO AGREEMENT	13
FLEXIBILITY OF AGREEMENT	14
SECTION 4 - PERSONAL OBLIGATIONS	15
PERSONAL CONTRIBUTIONS	15
CLARIFYING CONDITIONS OF SERVICE	15
NOTIFICATION OF UNEXPECTED ABSENCES.....	15
NOTIFICATION OF TERMINATION OF EMPLOYMENT (RESIGNATION).....	15
PERSONAL RECORD KEEPING	15
WORK OUTSIDE THE GBRMPA.....	16
SECTION 5 - WORKING ENVIRONMENT.....	17
PRINCIPLE.....	17
APS VALUES AND CODE OF CONDUCT	17
FREEDOM OF ASSOCIATION	17
DISCRIMINATION, HARASSMENT AND BULLYING WITHIN THE WORKPLACE	17
WORKPLACE DIVERSITY.....	17
WORKPLACE HEALTH AND SAFETY (WH&S)	18
WHISTLEBLOWING.....	18
BREACHES OF THE CODE OF CONDUCT	18
SECTION 6 - WORKING TOGETHER	19
PRINCIPLE.....	19
CONSULTATION	19
CONSULTATION ON MAJOR CHANGES	19
AUTHORITY CONSULTATIVE GROUP	20
PRINCIPLE.....	20
ACG Meetings.....	20
ACG Membership	20
WORKPLACE DELEGATES AND ACG EMPLOYEE REPRESENTATIVES	21
REPRESENTATION.....	22
SECTION 7 - WORKING FLEXIBLY.....	23
PRINCIPLE.....	23
HOURS OF WORK	23
Ordinary Hours of Work.....	23
Core Hours of Work	23
Meal Break.....	23
Lactation Break	23
Office Hours	24
Office Closure between Christmas and New Year	24

Recording Attendance	24
Unauthorised Absence.....	24
FLEXTIME	24
Access to Flextime.....	25
Flextime Bandwidth.....	25
Settlement Period	25
Maximum Flex Credit	25
Flex Leave	25
Maximum Flex Debit	26
REVERSION TO NON-FLEXIBLE HOURS	26
FLEXIBLE WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL (AND EQUIVALENT) EMPLOYEES.....	26
SHIFT WORK AND FIXED DAILY HOURS	27
PART-TIME WORK AND JOB SHARING	28
Part-time Work	28
Job Sharing.....	28
Employee Request to Work Part-time	28
Manager Initiated Part-time Work	29
Part-Time Work Agreement	29
Remuneration	29
Variations to Work Patterns/Work Hours	29
Access to Flextime.....	29
Reverting to Full-Time Hours	29
HOME BASED WORK	30
Irregular (short-term) Home Based Work	30
Regular and/or Longer Term Temporary Home Based Work.....	30
SECTION 8 - REVIEWS OF ACTIONS	31
PRINCIPLE.....	31
APPLICATION OF THE REVIEW OF ACTIONS	31
Representation during a review of actions within GBRMPA.....	31
Internal Review	31
Primary Review	31
Secondary review	32
SECTION 9 - PROCEDURES FOR DEALING WITH DISPUTES.....	33
PRINCIPLE.....	33
APPLICATION OF THE PROCEDURES FOR DEALING WITH DISPUTES	33
SECTION 10 - RECRUITMENT AND SELECTION.....	35
PRINCIPLE.....	35
APS RECRUITMENT POLICY	35
WORK LEVEL STANDARDS	35
CLASSIFICATION STRUCTURE.....	36
BROADBANDING	36
Progression past the work barrier within the GBRMPA Broadbands 1, 2 and 3	36
PROBATION.....	36
RELOCATION ASSISTANCE	37
MOVEMENT OF EMPLOYEES WITHIN THE GBRMPA.....	37
WORK EXPERIENCE/INTERNSHIPS	37
GBRMPA GRADUATE	38
SECTION 11 - REMUNERATION AND ALLOWANCES	39
PRINCIPLE.....	39
PAYMENT OF SALARY	39
RATE OF SALARY	39
Minimum call out payment for non-ongoing employees employed on an irregular or intermittent basis.....	39
New Apprenticeships including Traineeships	40
SALARY INCREASES.....	40
SALARY LEVEL ON COMMENCEMENT	40
SALARY ON PROMOTION.....	40
SALARY ON REASSIGNMENT OF DUTIES AT LEVEL	41
SALARY MAINTENANCE	41
SALARY ON REDUCTION.....	41

PAYMENT ON DEATH.....	41
SALARY PROGRESSION.....	41
Progression to a Performance Salary Point.....	42
LOADING FOR TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER CLASSIFICATION LEVEL (I.E. HIGHER DUTIES ALLOWANCE).....	42
Payment during Leave and Public Holidays	43
Recognition for Superannuation Purposes	43
SALARY FOR TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER CLASSIFICATION LEVEL	43
OVERTIME – TIME OFF IN LIEU	43
Time off in lieu (TOIL) - Recompense for Overtime.....	43
Meal Allowance	44
Rest Break	44
ALLOWANCES.....	44
Restriction Allowance.....	44
On-call Shipping Incidents Response Coordinators Allowance.....	44
Emergency Duty	44
Shift Penalties	45
Dive Allowance	45
First Aid Officer Allowance.....	45
Emergency Response Officer Allowance	45
Chief Emergency Response Officer Allowance	45
Occupational Health and Safety Representative Allowance	45
Business Travel Allowances	45
Reef HQ – Easter Saturday Allowance.....	46
Healthy Lifestyle Allowance	46
Christmas Shut Down Working Allowance	47
SUPERANNUATION CHOICE	47
SALARY PACKAGING	48
SECTION 12 - LEAVE	49
AUTHORITY TO GRANT LEAVE.....	49
ANNUAL LEAVE	49
PRINCIPLE.....	49
Accrual of Annual Leave	49
Use of Annual Leave.....	49
Additional Annual Leave for Shift Workers	49
Instructions for employees with an annual leave credit greater than 50 days	49
Reimbursement of Expenses – Cancellation of Annual Leave or Recall to Duty.....	50
Payment in Lieu of Retirement, Resignation, Termination of Employment or Death	50
COMPASSIONATE LEAVE (BEREAVEMENT LEAVE)	50
COMPENSATION/ACCIDENT LEAVE	51
CHRISTMAS/NEW YEAR LEAVE	51
DEFENCE RESERVISTS LEAVE	51
LONG SERVICE LEAVE	52
PAID MATERNITY LEAVE.....	52
PAID ADOPTION/FOSTER CARERS LEAVE	52
Half Pay Option.....	53
PARENTAL LEAVE	53
FLEXIBLE WORK ARRANGEMENTS FOR PARENTS	54
RETURN TO WORK AFTER PARENTAL LEAVE.....	54
PERSONAL/CARER'S LEAVE.....	55
PRINCIPLE.....	55
Accrual of Personal Leave	55
Use of Personal Leave.....	55
Use of Personal Leave for Caring Purposes	55
Carer's Room.....	56
Production of Supporting Evidence	56
Access to Personal Leave on Public Holidays, Annual Leave, Purchased Leave, Long Service Leave and Maternity Leave	56
No Retirement for Invalidity before Personal Leave Credits Exhausted.	56

War Service Personal Leave	56
SABBATICAL LEAVE (Deferred Salary Scheme).....	57
PURCHASED LEAVE (Employee Funded Leave).....	57
Eligibility for Purchased Leave.....	57
Application for Purchased Leave	57
Calculation and Payment of Salary Deductions.....	58
Access to Purchased Leave	58
Effect of Purchased Leave on Other Conditions of Service	58
Effect of Purchased Leave on Separation from the GBRMPA	58
PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE	58
Resignation due to the Marriage Bar	59
Entitlement to Accrued Credits	59
PUBLIC HOLIDAYS	59
ADDITIONAL PUBLIC SERVICE DAY.....	60
CULTURAL, CEREMONIAL AND NAIDOC LEAVE	60
MISCELLANEOUS LEAVE	60
OTHER LEAVE WITH OR WITHOUT PAY.....	60
Other Leave With Pay.....	60
Other Leave Without Pay.....	61
SECTION 13 - PERFORMANCE CULTURE	62
PRINCIPLE.....	62
STRATEGIC MANAGEMENT	62
PERFORMANCE AND DEVELOPMENT SCHEME (PDS)	62
Application of the GBRMPA Performance and Development Scheme	62
LEARNING AND DEVELOPMENT	62
PRINCIPLE.....	62
Approval to Attend Learning and Development Activities.....	63
Study Assistance	63
PROFESSIONAL MEMBERSHIP FOR DEVELOPMENT	63
ASSISTING PERFORMANCE	63
SECTION 14 - REDEPLOYMENT AND REDUNDANCY	65
PRINCIPLE.....	65
APPLICATION OF THIS SECTION	65
Definitions	65
Consultation Process	66
Redeployment Process for Potentially Excess Employees	66
Redeployment.....	66
Transition from Potentially Excess to Excess	66
Excess Employee(s) - Consultation Period	67
Voluntary Termination Offer	67
Excess Employee(s) - Consideration Period	67
Early voluntary termination option	67
Voluntary Termination Process.....	68
Severance Pay.....	68
Service for Severance Pay Purposes	68
Service Not to Count for Severance Pay Purposes.....	69
Retention Period	69
Support during Retention Period	69
Reduction in Classification.....	70
Leave during the Retention Period	70
Involuntary Termination	70
SECTION 15 - TERMINATION OF EMPLOYMENT	71
SECTION 16 - OTHER BENEFITS.....	72
REMOTE LOCALITY BENEFITS	72
PRINCIPLE.....	72
Dependant Remote Locality Allowance	72
Emergency or Compassionate Fares	72
Reimbursement of Transport Costs for Specialist Medical Treatment	72
LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS.....	72

EXTRA DEPENDANT CARE COSTS	73
MATURE AGE WORKERS' BENEFITS.....	73
Financial Advice Assistance	73
SABBATICAL LEAVE (DEFERRED SALARY SCHEME).....	73
PRINCIPLE.....	73
Eligibility	73
Period of Leave.....	73
Payment of Salary.....	74
Suspension of Contributions	74
Withdrawal	74
Long Service Leave, Sick Leave and Increment Entitlements	74
Workers' Compensation.....	75
Superannuation.....	75
SECTION 17 – CLASSIFICATION STRUCTURE AND SALARY RATES	76
FORMAL ACCEPTANCE OF THIS AGREEMENT	79
APPENDIX 1 - PROCEDURES REGARDING TERMINATION OF EMPLOYMENT.....	81

SECTION 1 - THE AGREEMENT

GREAT BARRIER REEF MARINE PARK AUTHORITY AS AN APS AGENCY

The Great Barrier Reef is a world heritage tropical reef ecosystem. The Great Barrier Reef Marine Park Authority (GBRMPA) is responsible for the long-term protection, ecologically sustainable use, understanding and enjoyment of the Great Barrier Reef for all Australians and the international community. The GBRMPA is a statutory Authority within the Australian Public Service (APS).

The work of the GBRMPA is delivered through four (4) main Branches:

- Environment & Sustainability
- Marine Park Management
- Communication & Policy Coordination
- Corporate Services.

PHILOSOPHY AND PRINCIPLES OF THE GBRMPA OPERATING ENVIRONMENT

1.1. The GBRMPA recognises that its greatest strength is its people. The operating environment principles underlying this agreement are:

- 1.1.1. Merit, equity and procedural fairness in all employment matters
- 1.1.2. Effective employee representation, consultation and involvement
- 1.1.3. Employee access to reviews of operational decisions
- 1.1.4. Open, clear, timely and effective communication
- 1.1.5. Flexibility in working arrangements
- 1.1.6. Continuous improvement and focus on quality outcomes
- 1.1.7. Committed and skilled employees
- 1.1.8. Appropriate recognition, remuneration and reward for achievement

PURPOSE OF AGREEMENT

1.2. The purpose of this Agreement is to offer a contemporary pay and conditions package, within the APS legal, political and social justice framework, which facilitates:

- 1.2.1. Attraction and retention of high calibre employees
- 1.2.2. Organisational and employee flexibility
- 1.2.3. Development of individual, team and organisational competence
- 1.2.4. Recognition, remuneration and reward for individual and team performance which contributes to continuous improvement and the achievement of strategic organisational objectives
- 1.2.5. Employee participation and commitment
- 1.2.6. Administrative efficiency (streamlined pay and conditions).

APPLICATION OF THIS AGREEMENT

- 1.3. Managers and supervisors of GBRMPA employees must apply the provisions and entitlements specified in this Agreement in accordance with the APS Values and associated GBRMPA policies, procedures and guidelines.
- 1.4. The GBRMPA shall implement an education and training program to increase the awareness and application of the Agreement and associated policies, procedures and guidelines for both managers and employees within six months of approval of the Agreement. It is expected that there would be mandatory employee attendance at the education and training sessions.

GIVING PRIMACY TO THE PARTIES IN AN AGREEMENT

- 1.5. To maintain the integrity of the Agreement the parties agree to meet and confer about a relevant matter where Fair Work Australia removes any clause from this Agreement or advises that the clause is not enforceable or amendments to legislation or regulations undermine the operation of a clause or make a clause not enforceable.

PRODUCTIVITY IMPROVEMENTS AND COMMITMENTS

- 1.6. In order to meet the requirements of part 2 of the Australian Government Employment Bargaining Framework, the parties to the Agreement will make the following productivity improvements:
 - 1.6.1. Improved Corporate Planning and Budget allocation processes providing clear links to individual performance plans that enable a clear focus on objectives and outcomes.
 - 1.6.2. Integrated monthly and annual reporting processes that are structured on the Corporate Plan / Portfolio Budget Statements and high priority issues.
 - 1.6.3. Improved Knowledge Management Systems including Integrated Eye on the Reef to collect and disseminate information for management of the Marine Park.
 - 1.6.4. Implementation of EMC Online – web based system for receiving payment of the environmental management charge and lodgment of supporting data.
 - 1.6.5. Recognise that the planned reduction in positions over the period of this agreement will require greater productivity as the output associated with many of these positions will remain.
 - 1.6.6. Productivity will also be enhanced by improved systems and business processes that will be delivered over the period covered by this agreement.

SECTION 2 – DEFINITIONS

Agency	means the Great Barrier Reef Marine Park Authority.
Agreement	means the Great Barrier Reef Marine Park Authority (GBRMPA) Enterprise Agreement 2011-2014.
APS	means Australian Public Service.
Australian Public Service Act	means <i>Australian Public Service Act 1999</i> as amended from time to time.
Broadbanding	the action of combining two or more classification levels in a single, broadband level. The new broadband level encompasses the full range of work values of the two APS classification levels it reflects.
Casual	A non-ongoing employee who works irregular or intermittent hours according to operational needs.
Chairman/CEO	means the Chairman of the Great Barrier Reef Marine Park Authority who has the powers of Secretary/Agency Head.
Child	means biological child, adopted child, foster child, step child or ward of the employee or of the employee's partner. For adoptive leave purposes, child means adopted child.
Close Relative	means an employee's spouse or partner (without discrimination as to sexual orientation of the employee), a child, a parent, a sibling of the employee or their spouse or partner or any other person deemed by reason of special circumstances.
Consultation	means providing employees, and where they choose, their representatives with relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process not only in appearance but in fact, before a decision is made.
Delegated Powers	means authority for an employee to exercise a statutory power.
Delegate	means an employee authorised by the Chairman to undertake or approve a specified function (i.e. exercise a delegation). The Chairman may issue instructions relating to the exercising of these functions.
Dependant	<p>in relation to an employee means:</p> <ul style="list-style-type: none"> • an employee's spouse or partner irrespective of sexual orientation • an employee's partner • a child or parent of an employee or of the spouse/partner. <p>for the purposes of Dependant Remote Locality Allowance an eligible dependant is a dependant who:</p> <ul style="list-style-type: none"> • Normally resides with an employee • Has an income, if any, of less than the standard Federal Minimum Wage.
Director	means an employee who has responsibility for directing the activities of a section and supervising the person or persons in that section.
Employee	means a person employed by the GBRMPA on an ongoing or non-ongoing basis under the <i>Public Service Act 1999</i> .
FWA	means Fair Work Australia, the independent umpire overseeing the Government's new workplace relations system.
General Manager	means a Senior Executive Service (SES) employee who has overall management responsibility for one of the four Branches of the GBRMPA, and who forms part of the Executive Management Group (EMG).
GBRMPA	means Great Barrier Reef Marine Park Authority.
Household Matters	means any matter that is essential to the proper maintenance, care and management of the household including items and pets usually resident

	in that household. 'Pets' do not include farm animals.
Household Member	means a person who normally lives at the employee's residence.
Immediate Family	the following are members of an employee's immediate family: a person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a relationship with the employee without discrimination as to sexual preference. This may include a person living in another dwelling. Family includes a spouse, a child, or an adult child (including an adopted child, a fostered child or a step child) a parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
Immediate Manager	means an employee who has responsibility for managing a section, team or individual within the GBRMPA, noting that a manager may also be a director and will also supervise employees.
Kinship	means connection by blood, marriage, or adoption. Socially recognised family relationship between people who are or have held to be biologically related or who are given the status of relatives by marriage, adoption or other ritual.
Medical Certificate	means a certificate provided by a: <ul style="list-style-type: none"> • registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, chiropractor or podiatrist or • a health practitioner other than a registered medical practitioner (e.g. naturopath, herbalist, homeopath, iridologist, osteopath, and acupuncturist) in circumstances where the employee has either been referred to that health practitioner by a registered medical practitioner or obtains a registered medical practitioner's endorsement that the treatment provided was desirable.
Non-Ongoing Employee	means a non-ongoing APS employee as defined in section 7 of the <i>Public Service Act 1999</i> .
Ongoing Employee	means an ongoing employee as defined in section 7 of the <i>Public Service Act 1999</i> .
Parent	means biological parent, step-parent, guardian or former guardian, adoptive parent, foster parent or former foster parent.
Parliamentary Service	means employment under the <i>Parliamentary Service Act 1999</i>
Partner/Spouse	means the employee's spouse or de facto partner. References to an employee's partner are without discrimination as to sexual orientation. This may include a person living in another dwelling.
Salary	the employee's rate of salary/pay (in accordance with Section 11) will be salary for all purposes. Participation in salary sacrifice arrangements (purchased leave options, or other relevant arrangements) will not affect salary for these purposes unless specifically authorised/specified.
Supervisor	means an employee who has responsibility for managing the work of another employee, noting that a supervisor may also be a manager or director.
War Veteran	means a person who, as a member of the Defence Force, rendered continuous full-time service outside Australia: <ul style="list-style-type: none"> • as a member of a unit of the Defence Force that was allotted for duty • while the person was allotted for duty within the meaning of sub-section 5(12) of the <i>Veterans' Entitlements Act 1986</i>, in an operational area described in items 4,5,6,7 or 8 of Schedule 2 of the Act, during the period specified in that item.

Workplace Delegate	means an employee who is a member of a union or staff association and who is authorised to undertake promotional and facilitation work within the GBRMPA.
---------------------------	---

SECTION 3 - SCOPE OF THE AGREEMENT

TITLE

- 3.1. This Agreement shall be known as the Great Barrier Reef Marine Park Authority (GBRMPA) Enterprise Agreement 2011-14.

PARTIES COVERED BY AGREEMENT

- 3.2. This Agreement is made under section 172 of the *Fair Work Act 2009* and applies to all employees of the GBRMPA who are employed under the provisions of the *Public Service Act 1999* (PS Act), but it does not apply to:

- 3.2.1. Any Senior Executive Service employee nor any employee whose salary is not paid by GBRMPA.
3.2.2. Any employee who is subject to a Section 24(1) determination to the extent that the determination is inconsistent with this Agreement.

- 3.3. In accordance with section 182 of the *Fair Work Act 2009* this Agreement covers the:

- 3.3.1. Chairman (Agency Head).
3.3.2. GBRMPA employees engaged under the PS Act.

- 3.4. In accordance with subsection 183(1) of the *Fair Work Act 2009* this Agreement covers the:

- 3.4.1. Community and Public Sector Union (CPSU)

COMMENCEMENT AND DURATION

- 3.5. This Agreement will commence operation seven days after approval by Fair Work Australia.
3.6. This Agreement shall nominally expire on 30 June 2014.

RELATIONSHIP TO OTHER AWARDS, AGREEMENTS AND LEGISLATION

- 3.7. This Agreement operates to the exclusion of Awards.
- 3.8. It is acknowledged that employment in GBRMPA is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including:
- *Administrative Decisions (Judicial Review) Act 1977*
 - *Age Discrimination Act 2004*
 - *Archives Act 1983*
 - *Crimes Act 1914*
 - *Disability Discrimination Act 1992*
 - *Fair Work Act 2009*
 - *Fair Work (Transitional Provisions & Consequential Amendments) Act 2009*
 - *Financial Management & Accountability Act 1997*
 - *Freedom of Information Act 1982*
 - *Human Rights & Equal Employment Opportunity Commission Act 1986*
 - *Long Service Leave (Commonwealth Employees) Act 1976*

- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991*
- *Privacy Act 1988*
- *Public Employment (Consequential and Transition) Amendment Act 1999*
- *Public Service Act 1999*
- *Racial Discrimination Act 1975*
- *Sex Discrimination Act 1984*
- *Superannuation Act 1976*
- *Superannuation (Productivity Benefit) Act 1988*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Superannuation Act 1990*
- *Superannuation Guarantee (Administration) Act 1992*
- *Superannuation Act 2005*
- *Superannuation (Consequential Amendments) Act 2005*
- *Safety Rehabilitation and Compensation Act 1988*
- *Fair Work (Registered Organisations) Act 2009*

- 3.9. This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a relevant Commonwealth law.
- 3.10. The operation of this Agreement is supported by the GBRMPA policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- 3.11. Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with the parties to the Agreement and will apply in the form they are in as at the time of any relevant action/decision.
- 3.12. Issues regarding the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Review of Actions or Procedures for Dealing with Disputes sections of this Agreement.

DELEGATION

- 3.13. The Chairman may, by instrument in writing, delegate any or all of his or her powers and functions under this Agreement, except for this power of delegation.
- 3.14. Where the Agreement implies that approval is necessary or specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the approval of the Chairman will be obtained prior to the action occurring.

NO EXTRA CLAIMS

- 3.15. From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

VARIATIONS TO AGREEMENT

- 3.16. This Agreement may only be varied in accordance with the *Fair Work Act 2009*.

FLEXIBILITY OF AGREEMENT

- 3.17. The Chairman 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:
- 3.17.1. The Agreement deals with one (1) or more of the following matters.
- arrangements about when work is performed within the standard bandwidth
 - allowances
 - remuneration and
 - the annualisation and incorporation of any relevant allowance within salary, where it is provided for in the agreement.
- 3.17.2. The arrangement meets the genuine needs of the GBRMPA and the employee in relation to one or more of the matters mentioned above and
- 3.17.3. The arrangement is genuinely agreed to by the Chairman and the employee.
- 3.18. The Chairman must ensure that the terms of the flexibility arrangement:
- 3.18.1. Are about permitted matters under section 172 of the *Fair Work Act 2009* and
- 3.18.2. Are not unlawful terms under section 194 of the *Fair Work Act 2009* and
- 3.18.3. Result in the employee being better off overall than the employee would be if no arrangement was made.
- 3.19. The Chairman must ensure that the individual flexibility arrangement:
- 3.19.1. Is in writing
- 3.19.2. Includes the name of the employer and employee
- 3.19.3. Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee
- 3.19.4. Includes details of:
- the terms of the Enterprise Agreement that will be varied by the arrangement and
 - how the arrangement will vary the effect of the terms
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement and
- 3.19.5. States the day on which the arrangement commences.
- 3.20. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.21. The Chairman or employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
 - if the employer and employee agree in writing at any time.
- 3.22. The GBRMPA will report on the use of these arrangements on a regular basis to the relevant consultative forum. At a minimum these reports will be provided to the consultative forum quarterly. That information will include the following (but without identifying any individual):
- the number of flexibility agreements per classification level
 - the reasons (or purpose) for the use of the flexibility agreements and
 - the conditions varied through each flexibility agreement.

SECTION 4 - PERSONAL OBLIGATIONS

PERSONAL CONTRIBUTIONS

- 4.1. There is a requirement for GBRMPA employees to accept responsibility for ensuring that they make positive contributions to the Australian Public Service, their Section and work team, and support the objectives of the GBRMPA by:
 - 4.1.1. Keeping themselves informed of the content and application of this Agreement
 - 4.1.2. Keeping themselves informed of and complying with the GBRMPA's policies, procedures, decisions/directives of the Chairman and his/her delegates
 - 4.1.3. Support and act in accordance with the Australian Public Service Values and Code of Conduct.

CLARIFYING CONDITIONS OF SERVICE

- 4.2. Where an employee is unclear about their conditions of service expressed in the Agreement they should discuss with their supervisor/manager in the first instance. If, after reading the Agreement and consulting their supervisor/manager the employee is still uncertain regarding their conditions of service, they should then seek advice from People Management.

NOTIFICATION OF UNEXPECTED ABSENCES

- 4.3. Where an employee is unexpectedly unable to attend work, the employee or the employee's representative (where the employee is unable to) must contact the employee's supervisor before 9.30am other than in exceptional circumstances.

NOTIFICATION OF TERMINATION OF EMPLOYMENT (RESIGNATION)

- 4.4. GBRMPA employees are required to give two (2) weeks notice of termination of employment (resignation) to the GBRMPA in writing, unless otherwise specified by the Chairman (or delegate). Salary will be recovered in accordance with GBRMPA's Chief Executive Instructions (CEIs) and Recovery of Overpayments policy for lesser periods of notice.

PERSONAL RECORD KEEPING

- 4.5. GBRMPA employees are required to obtain/maintain and appropriately submit the following documents:
 - 4.5.1. Attendance records as per clauses 7.18 to 7.20
 - 4.5.2. Performance Agreements as per Section 13 of this Agreement.
 - 4.5.3. Supporting evidence for personal leave and compassionate leave (supporting evidence must be forwarded via the supervisor at the time of leave application or as soon as possible to People Management).
 - 4.5.4. Supporting evidence for remote locality entitlements and reimbursement for work related expenses claimed (supporting evidence must be forwarded to People Management via the supervisor at the time of leave application).

WORK OUTSIDE THE GBRMPA

- 4.6. GBRMPA employees, including those on leave without pay, must have the Chairman's (or delegate's) approval for outside work (work in addition to work with the GBRMPA). Generally GBRMPA employees should not seek outside work if:
- The work would conflict or be perceived to conflict with their official duties
 - It is likely to affect their ability to perform their official duties.
- 4.7. Applications for work outside the GBRMPA must be made in accordance with the Policy and Procedures for Work Outside the GBRMPA.

SECTION 5 - WORKING ENVIRONMENT

PRINCIPLE

Safety, diversity, and freedom from bullying and harassment, are qualities central to a workplace that values and respects its employees.

APS VALUES AND CODE OF CONDUCT

- 5.1. The APS Values, together with the Code of Conduct underpins the way the GBRMPA conducts relationships within the workplace and with governments, stakeholders and the Australian community. They guide our behaviour and establish a high benchmark for the professional and personal behaviour of all employees.

FREEDOM OF ASSOCIATION

- 5.2. The GBRMPA recognises that employees are free to choose to join or not join a union. Irrespective of their choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to participate in union activities and have their industrial interests represented by that union, subject to the terms of this agreement and relevant industrial legislation. Participation in union activities during working hours needs to be balanced against operational requirements and subject to formal request and as outlined in Workplace delegates and ACG Employee Representatives clause 6.16 to 6.26 of this Agreement.

DISCRIMINATION, HARASSMENT AND BULLYING WITHIN THE WORKPLACE

This section is to be read in conjunction with the GBRMPA Eliminating Bullying and Harassment policy and procedures.

- 5.3. Discrimination and workplace harassment is prohibited by the APS Code of Conduct contained in the PS Act, the *Fair Work Act 2009*, as well as Commonwealth anti-discrimination laws.
- 5.4. The GBRMPA is committed to providing a workplace environment that values people and is free from discrimination, harassment and bullying.
- 5.5. The GBRMPA will not tolerate any form of workplace discrimination, harassment or bullying and will investigate any formal allegations of discrimination, harassment or bullying, as outlined in the GBRMPA Eliminating bullying and harassment policy and procedures.
- 5.6. The GBRMPA will establish a group of Workplace Harassment Contact Officers (WHCOs) whose role is to provide support and practical assistance to any employee who believes they are subject to workplace bullying and harassment. The GBRMPA will seek to establish a number of WHCOs consistent with the number of Designated Work Groups for Workplace Health & Safety purposes.

WORKPLACE DIVERSITY

- 5.7. The GBRMPA Workplace Diversity program provides the framework that ensures the GBRMPA recognises, values and utilises the background, skills and abilities of all employees, and recognises and makes best use of the diversity of the Australian community.

WORKPLACE HEALTH AND SAFETY (WH&S)

- 5.8. The GBRMPA is committed to continuously improving our occupational health and safety performance. The GBRMPA's Policy and Procedures on Workplace Health and Safety (WH&S) promote and enable cooperation between the employer and employees on WH&S matters. The GBRMPA's aim under the policy and procedures is to create and maintain a safe and healthy work environment and fulfil its responsibilities under the *Occupational Health and Safety (Commonwealth Employment) Act 1991*, which also includes the requirement to have an WH&S committee.

Healthy and Safe Work Environment

- 5.8.1. Where the immediate work environment, including bathroom and shower amenities, does not temporarily meet applicable WH&S standards and/or legislation, the GBRMPA will take steps to either immediately remediate the hazard in the work area or find alternate work arrangement options. Where remedial action or alternate work arrangement options are not available, employees will not be required to work in conditions that do not meet the standards and/or legislation.

Management of ill or injured employees

- 5.8.2. Management of workers' compensation and rehabilitation will be in accordance with the *Safety, Rehabilitation and Compensation Act 1988*.

Employee Assistance Program

- 5.8.3. The GBRMPA will provide employees with a confidential and professional Employee Assistance Program for short-term advice and information at no cost to the employee as outlined in the GBRMPA's Employee Assistance Program Policy and Procedures.

WHS issues

- 5.8.4. Issues regarding the content, application or interpretation of any WHS policies or decisions will be subject to the Review of Actions and Procedures for Dealing with Disputes sections of this Agreement.

WHISTLEBLOWING

- 5.9. Whistleblowing representations will be handled in accordance with the GBRMPA policy and procedures to deal with whistleblowing disclosures.

BREACHES OF THE CODE OF CONDUCT

- 5.10. Breaches of the Code of Conduct will be dealt with and managed under the established GBRMPA procedures, which are in accordance with section 15 of the PS Act.

SECTION 6 - WORKING TOGETHER

PRINCIPLE

The GBRMPA is committed to communicating and consulting with employees and, where they choose, their representatives, genuinely seeking their contribution to the decision making process and providing feedback on that contribution.

CONSULTATION

- 6.1. When the GBRMPA is considering the introduction or changes in program, project, organization, structure or technology that is likely to have workplace effects on one or more employees, GBRMPA will consult at the earliest opportunity with the potentially affected employees or their nominated representatives prior to decisions being taken. The consultation will be for the purpose of receiving feedback from employees regarding the proposed changes and the employees have the right to be represented in the consultation process.

Specifically, GBRMPA will advise employees:

- 6.1.1. what is being considered
- 6.1.2. the process for consideration including how employees may contribute to the process of consultation and
- 6.1.3. how a final decision will be made including who will make this decision.

CONSULTATION ON MAJOR CHANGES

- 6.2. This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.

Significant effects include:

- termination of employment
- major changes in the composition, operation or size of the GBRMPA workforce or in the skills required
- the elimination or diminution of job opportunities, promotion opportunities or job tenure
- significant alteration in hours of work
- the need to retrain employees
- the need to relocate employees to another workplace and
- the major restructuring of jobs.

- 6.3. The Chairman must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 6.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 6.4. The discussion must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 6.2.
- 6.5. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect

employees. The Chairman is not required to disclose confidential or commercially sensitive information to the employees.

AUTHORITY CONSULTATIVE GROUP

PRINCIPLE

The Authority Consultative Group (ACG) consists of management and employee representatives that work in a partnership role to promote initiatives that result in a more productive and efficient workplace and to facilitate better relationships within the GBRMPA.

The ACG will act as a forum for considering proposals for workplace change, including where possible excess staffing situations that may arise, as well as matters of ongoing interest relevant to the workplace.

The objectives of the ACG are to:

- Promote good workplace relations in the GBRMPA
- Improve mutual understanding between management and employees
- Provide a forum for consultation and open discussion between management and employee representatives aimed at resolving different points of view
- Facilitate the mutual exchange of information.

ACG Meetings

- 6.6. The ACG will meet formally four (4) times per year. Further meetings may be convened on an as needs basis.
- 6.7. Meetings shall be conducted as per the agreed procedures and protocols (refer ACG Policy and Procedures). To ensure that meetings are conducted efficiently, the GBRMPA will provide appropriate facilities and resources to enable employee representatives to fulfil their consultative and representative duties. All ACG members will have opportunities for caucusing on the day prior to an ACG meeting.
- 6.8. To facilitate effective communication with employees, members of the ACG will be given reasonable time to participate in consultative forums and will have access to appropriate facilities, including electronic mail and bulletin boards, to advise employees about issues being considered by the ACG. Meeting items will include:
- Resource planning including workplace change
 - Current resource management issues and developments
 - Development and/or review of policies and procedures which may impact on staff conditions
 - General issues with the implementation of this Agreement and/or policies and procedures
 - Discussion of new initiatives in the workplace.
- 6.9. From time to time there may be a need to invite guests or expert advisors to ACG meetings. Guests or expert advisors may attend ACG meetings subject to prior approval of both management and employee representatives (a minimum notification period of one (1) week).

ACG Membership

- 6.10. The ACG consists of three (3) management representatives and five (5) employee representatives. Membership of the ACG will be for three (3) years.
- 6.10.1. Management representatives consist of:
- Chairman
 - General Manager – Corporate Services and
 - Director – People, Records and Information Services.

6.10.2. Employee representatives will number five (5) in total:

- One (1) from a Regional Office
- One (1) from Reef HQ
- One (1) from the Townsville office
- One (1) from Field Management and
- One (1) elected by GBRMPA CPSU members.

6.10.3. One (1) CPSU official is entitled to attend the formal ACG Meetings.

6.10.4. In the event of a management or employee representative not being available to attend a formal ACG meeting, the secretariat will be required to be informed to ensure that all other representatives are informed of their absence (minimum one (1) week notification period).

6.10.5. Management and employee representatives may not appoint proxies to attend meetings in their absences.

6.11. A nomination for the role of an employee representative is voluntary. Elections for employee representatives must be by secret ballot and will be jointly coordinated by the employee representatives and People Management. An ACG staff representative may resign without serving the full term of office.

6.12. If during the term of the Agreement employee representative vacancies occur, these will be filled by further secret ballots as soon as reasonably practicable. There should be a minimum time period for the call for nominations of two (2) weeks, and a minimum time period of two (2) weeks for voting.

6.13. Where an agenda item would appear to constitute a conflict of interest for an ACG member, the conflict of interest should be declared and discussed as a group, in the absence of the ACG member who has declared the conflict.

6.14. The ACG may form subcommittees and working parties.

6.15. Corporate Services will be responsible for the provision of secretariat and minute duties.

WORKPLACE DELEGATES AND ACG EMPLOYEE REPRESENTATIVES

6.16. These provisions represent minimum standards only and do not prevent providing an improved standard or negotiating additional rights and facilities, either on specified occasions, around specified issues, or more generally.

6.17. The roles of workplace delegates and other elected union representatives are to be respected and facilitated.

6.18. The GBRMPA and workplace delegates must deal with each other in good faith.

6.19. In discharging their representative roles at the workplace level, the rights of union workplace delegates and recognised representatives include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment
- recognition by the GBRMPA that endorsed workplace delegates speak on behalf of their members in the workplace
- the right to participate in collective bargaining on behalf of those who they represent, as per the *Fair Work Act 2009*

- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the GBRMPA during normal working hours
- the right to email employee in their workplace to provide information and seek feedback, subject to individual employees exercising a right to opt out'
- undertaking their role and having representation on an agency's workplace relations consultative committee
- reasonable access to GBRMPA facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employee meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols
- the right to address new employees about union membership at the time they enter employment and
- the right to consultation, and access to relevant information about the workplace and GBRMPA
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

6.20. In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace
- reasonable access to appropriate training in workplace relations matters including training provided by a union
- reasonable paid time off to represent union members in the agency at relevant union forums.

6.21. In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the GBRMPA and the provision of services by the Commonwealth.

6.22. Following the introduction of any new workplace relations legislation, the parties agree to review the rights of workplace delegates.

6.23. In addition to the Rights of Workplace Delegates and Elected Union Representatives set out above, agencies will consider requests from unions for all-staff emails and seek to facilitate those requests where possible, subject to operational requirements.

REPRESENTATION

6.24. In any matter arising under this Agreement, an employee may have a representative to assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate in relation to the employee's entitlements and rights.

6.25. Employees who perform a role as an employee representative will be provided with reasonable access to work time and appropriate training in workplace relations matters and support as agreed to perform their function and the employer agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.

6.26. For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.

SECTION 7 - WORKING FLEXIBLY

PRINCIPLE

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

- 7.1. This section of the Agreement contains standard working arrangements and flexible working arrangement options. The flexible working arrangement options provide capacity to:
- Enhance organisational flexibility to meet operational requirements and deliver client service
 - Enhance employee ability to balance personal and work needs.
- 7.2. Flexible working arrangements will only be approved where operational requirements can be met or where there is a legislative requirement. Other important considerations will be the personal needs of the employee and the impact on other members within their section.

HOURS OF WORK

Ordinary Hours of Work

- 7.3. The ordinary hours of work for full time employees are 37 hours 30 minutes per week (7 hours 30 minutes per day). The usual days of work will be Monday to Friday inclusive excepting for the areas of Reef HQ, Field Management and Regional Engagement.
- 7.4. Subject to the provisions of clause 7.3, the span of hours during which employees may work their ordinary hours of work is between 7.00am to 7.00pm.
- 7.5. It is a minimum requirement that employees have an eight (8) hour break between the cessation of work on one day and commencement of duty on the following working day. From time to time extraordinary operational requirements may not allow a minimum of an eight (8) hour break.
- 7.6. Employees must be consulted if the minimum eight (8) hour break cannot be provided and sufficient time allowed for the employee to make arrangements to accommodate the work schedule.

Core Hours of Work

- 7.7. All employees must attend for work during the core hours unless they have the prior approval of their supervisor to be absent on flex or other leave. Core hours for full-time employees are 9.30am – 12.00pm and 2.00pm – 4.00pm.
- 7.8. For part-time employees, hours of work are those agreed in their part-time work agreement or designated for the position.

Meal Break

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

Lactation Break

- 7.10. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.
- 7.11. A full time employee or a part time employee is entitled to a paid lactation break of 20 minutes per day. Additional breaks for lactation purposes may be provided at the discretion of management.

- 7.12. A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 7.13. The Agency shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as separate refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these separate facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 7.14. Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 7.15. Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal/carer's leave or access to the flexible working hours arrangements in accordance with the relevant provisions of this agreement.

Office Hours

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

Office Closure between Christmas and New Year

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

Recording Attendance

- 7.18. Employees are required to record each day, their actual time of arrival, departure, and any breaks taken.
- 7.19. APS 1-6 employees are only required to record their attendance on a single attendance record, as required and approved by People Management. Executive Level employees are to keep a minimum of diary notes recording their attendance.
- 7.20. APS 1-6 employees must submit an approved attendance record to People Management, via their supervisor for approval, within one week of the end date of the record except in exceptional circumstances.

Unauthorised Absence

- 7.21. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. Unauthorised absence does not count as service for any purpose.

FLEXTIME

- 7.22. Flextime is a system of flexible working hour arrangements that enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and the GBRMPA.

Access to Flextime

- 7.23. APS 1-6 employees (and their equivalents) are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.
- 7.24. Employees who work on a shift roster or fixed daily hours will not have access to flextime.
- 7.25. Flextime provisions are only available to the GBRMPA employees. Temporary agency contractors do not have access to flextime.

Flextime Bandwidth

- 7.26. The span of hours (flextime bandwidth) during which employees may work their ordinary hours of work is 7.00am to 7.00pm (see clause 7.4).
- 7.27. Where an employee specifically requests to work outside the flextime bandwidth for a limited period, they may do so with the agreement of their manager. Any such arrangement must be subject to review within a two (2) week period.
- 7.28. Time worked outside the bandwidth for approved business travel or functions will be recorded as flextime (on an hour-for-hour basis).

Settlement Period

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

Maximum Flex Credit

- 7.30. A flex credit of 37 hours 30 minutes is the intended maximum an employee may carry over from one settlement period to the next.
- 7.31. In situations where work pressures have meant an employee is approaching or has reached a flex credit of 37 hours 30 minutes at the end of the settlement period, the employee and the supervisor will meet to discuss and plan for the employee to take sufficient flex leave to reduce their flex credit over the next settlement period.
- 7.32. A flex credit carryover above 37 hours 30 minutes can only be approved by a General Manager and must be accompanied by an agreement on how the supervisor and employee will reduce the flex credit to 37 hours 30 minutes or below over the next settlement period.

Flex Leave

- 7.33. Subject to operational requirements, accrued flex leave may be taken during a settlement period with the approval of the supervisor.

Note, in general accrued flex leave that is taken should not accrue a flex debit. Special circumstances may arise where flex will need to be taken resulting in a flex debit. Employees will need to seek approval from their supervisor to accrue a flex debit.

- 7.34. Flex leave may be taken in conjunction with all forms of other leave except for personal leave (for the purposes of personal illness/injury) or to break a period of long service leave (refer to clauses 12.34).
- 7.35. When an employee is ceasing employment with the GBRMPA, any flex credit that is not used before leaving the GBRMPA will be forfeited.

Maximum Flex Debit

- 7.36. A flex debit of 10 hours is the maximum any employee may carry over from one settlement period to the next.
- 7.37. In circumstances where an employee's flex debit exceeds the maximum at the end of the settlement period:
- 7.37.1. The employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period.
 - 7.37.2. Should this not occur, the amount by which the maximum flex debit is exceeded shall be treated as other leave (without pay) and an appropriate deduction made from the employee's pay or from annual leave in accordance with GBRMPA's Chief Executive Instructions (CEIs) and Recovery of Overpayments policy.
- 7.38. When an employee is ceasing employment with the GBRMPA, they must either work off their debit, or the equivalent salary amount will be debited from the last pay they receive from the GBRMPA.

REVERSION TO NON-FLEXIBLE HOURS

- 7.39. Employees may be reverted to non-flexible (i.e. fixed) hours where:
- 7.39.1. There have been instances of unauthorised absences
 - 7.39.2. There is evidence of misuse of flexible working arrangements.
- 7.40. Reversion to fixed hours should not be used for a first or minor occurrence.
- 7.41. Where reversion to fixed hours is being considered, the supervisor must discuss the proposed action with the affected employee prior to making their decision. Where requested to do so by the employee, a supervisor shall provide a written explanation of their reasons for requiring the employee to revert to fixed hours.
- 7.42. Access to flexible working arrangements may be restored where a supervisor is satisfied that an employee's attendance is satisfactory.
- 7.43. Where an employee has been reverted to fixed hours, they will work the prescribed hours of work, i.e. 7 hours and 30 minutes per day, from 8.30am to 12.30pm and 1.30pm to 5.00pm.

FLEXIBLE WORKING ARRANGEMENTS FOR EXECUTIVE LEVEL (AND EQUIVALENT) EMPLOYEES

- 7.44. GBRMPA recognises the focus on the achievement of outcomes for Executive Level employees. The achievement of organisational outcomes may involve considerable work effort, variable work hours and on occasions working hours over and above normal working hours. It is important that these efforts and contributions are recognised by the GBRMPA.
- 7.45. Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed without the need for a leave application.
- 7.46. The arrangements in relation to flexible hours will be designed and agreed by the manager and Executive Level employee taking account of the need to balance the achievement of organisational outcomes and individual's personal commitments.
- 7.47. Executive Level employees and their supervisor are required to work together to manage workloads and working hours. Where an Executive Level employee is required to routinely work outside of

ordinary hours due to the nature of their work (examples include some field and regional engagement staff) or in emergency situations (examples include ship groundings, marine park incidents) including working more than 2 consecutive weekends and/or holidays in emergency and non emergency situations) the supervisor may, at their discretion (with a view to negotiated agreement), arrive at working hours that facilitate the delivery of outputs without excessive hours being the norm. The agreement on working hours should be negotiated well in advance of expected routine workloads and as soon as possible when unscheduled additional tasks are identified.

- 7.48. Where an Executive Level employee, during the usual bandwidth (7.00am to 7.00pm), undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods including emergency situations listed in 7.47, the supervisor and employee are required to agree to arrangements for reasonable time off to recognise the additional effort. Reasonable time off for Executive Level employees in these circumstances is not on an hour for hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.
- 7.49. Reasonable time off for employees in situations described in clause 7.48 should be limited to a total of five (5) full days in any leave year. In exceptional circumstances where reasonable time off would exceed five (5) days in a year, they will trigger referral to a General Manager for approval. Where the referral to a General Manager does not result in any additional time off over and above 5 days, the employee is entitled to be provided reasons for the refusal decision in writing.
- 7.50. Where Executive Level employees are required to work on either weekends/public holidays or outside of bandwidth hours, supervisors may, at their discretion (with a view to negotiated agreement) consider time-off however the time- is not to be on an hour for hour basis.
- 7.51. GBRMPA does not endorse working arrangements that require Executive Level employees to work excessive hours over significant periods. Where situations in relation to excessive hours do arise, the supervisor and individual will work together to address the circumstances leading to excessive working hours. Where situations cannot be resolved locally, People Management will provide assistance to achieve appropriate working arrangements and facilitate resolution of the issue. If there is no satisfactory resolution the matter may be pursued via the review and dispute resolution processes detailed in the Agreement.
- 7.52. Executive Level employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, without specific approval from their General Manager.

SHIFT WORK AND FIXED DAILY HOURS

- 7.53. Staff employed on fixed daily hours or a shift roster, are not covered by Flextime.
- 7.54. Where for operational reasons, the GBRMPA considers that employees in a work area should work fixed daily hours or shift work, the hours of work will be determined at the work place (including any arrangements for working additional hours towards an accrued day off), after consultation with affected employees.
- 7.55. Where an employee employed on fixed daily hours or a shift roster basis is required to work additional hours, they will receive payment for additional hours at single time, except where overtime rates apply. An employee may elect to take time off in lieu of additional hours worked, at the appropriate rate, subject to operational requirements and the approval of their manager.

- 7.56. Shift penalties are outlined in clause 11.49. Shift penalties will not be taken into account in the computation of overtime or in the calculation of any allowance based on salary.

PART-TIME WORK AND JOB SHARING

- 7.57. The GBRMPA recognises the value of part-time workers and the needs/preferences of some employees to be able to work part-time. All employees have the right to seek access to part-time work. The GBRMPA encourages and will facilitate the use of part-time and job sharing arrangements where operationally feasible.
- 7.58. Managers should consider part-time and job sharing arrangements to address:
- 7.58.1. Operational requirements (as part of their normal team structure).
 - 7.58.2. General attraction and retention of employees with caring responsibilities (special consideration should be given to employees with a child under school age or a child under 18 who has a disability or elderly parents who require care).
 - 7.58.3. General attraction and retention of employees approaching retirement.
- 7.59. The People Management section is available to assist both managers and employees wanting to discuss possible part-time and job sharing work arrangements.

Part-time Work

- 7.60. A part-time employee is one whose ordinary hours of work are between three (3) hours and 37 hours per week (i.e. between 12 and 148 hours over a four (4) week period (the settlement period)). Ordinary hours of work for part-time employees will be continuous and no less than two (2) hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.

Job Sharing

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

Employee Request to Work Part-time

- 7.63. All full-time employees may request in writing to work on a regular part-time basis, either for a finite period or on an ongoing basis.
- 7.64. The Chairman (or delegate) may agree to a request for regular part-time work, subject to operational requirements. Consideration of operational requirements will include an assessment of the effect of the proposal on individual workloads and the team as a whole.

The Chairman (or delegate) will advise the employee in writing of the outcome of their request within three (3) weeks of its lodgement. Where approved, the part-time work arrangements shall be set out in a Part-Time Work Agreement (see clauses 7.66 to 7.68).

7.64.1. An employee returning directly from parental or maternity leave will have access to regular part-time work, for a period of up to 12 months, upon application unless there is a clearly unmanageable impact on operational requirements.

7.64.2. An employee who is a parent, or has responsibility for the care of a child may request a change in working arrangements to assist the employee to care for the child if the child is under school age.

Manager Initiated Part-time Work

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

Part-Time Work Agreement

7.66. Part-time work arrangements will be set out in a Part-Time Work Agreement specifying the employee's part-time hours, agreed pattern of weekly hours, core hours (if applicable), any specific arrangements that are necessary to facilitate part-time work, the duration of the agreement and any date/s of formal review (if required).

7.67. Part-time hours included in a Part-time Work Agreement must be within the bandwidth hours specified in this Agreement and any single period of attendance may not be less than two (2) hours.

7.68. All Part-Time Work Agreements, and/or variations to Part-Time Work Agreements must be forwarded to People Management immediately after the Chairman (or delegate) approves them.

Remuneration

7.69. Remuneration and other conditions will be calculated on a pro-rata basis, apart from allowances of a reimbursement nature, where a part-time employee will receive the same amount as a full-time employee.

Variations to Work Patterns/Work Hours

7.70. Where a manager requires a part-time employee, excluding an irregular and intermittent (casual) employee, to change their pattern of work due to operational requirements, at least four (4) weeks notice must be given to the employee and the manager must make efforts to negotiate with the part-time employee in good faith with a view to reaching mutual agreement. The pattern of work can also be discussed and changed at the time of a formal review under the Part-Time Work Agreement.

7.71. With the agreement of their manager, a part-time employee may vary the hours worked/or the pattern of work.

7.72. Any variation to agreed hours of work or agreed pattern of work must be forwarded to People Management immediately after they are approved by the Chairman (or delegate).

Access to Flexitime

7.73. A part-time employee (APS Levels 1-6) may access Flexitime, under the same arrangements as full-time employees, with the approval of their supervisor.

Reverting to Full-Time Hours

7.74. An employee with an agreement to work regular part-time hours for a finite period:

7.74.1. Will revert to full-time hours at the end of the Part-Time Work Agreement.

7.74.2. May revert to full-time hours at any time in accordance with GBRMPA policy and procedures relating to part time work.

- 7.75. An employee with an agreement to work regular part-time hours on an ongoing basis or employed in an ongoing part-time position may only revert to full-time hours where a full-time position, for which they are suitable, is available at the employee's classification level.

HOME BASED WORK

Irregular (short-term) Home Based Work

- 7.76. With the approval from their manager, an ongoing employee may work from home for one (1) or two (2) days (on an irregular basis) over an agreed period of time in the interests of providing a work environment conducive to achieving work objectives. When considering a proposal for irregular home based work a manager must take into account the impact on the section, the suitability of work to be performed, security, and occupational health and safety requirements. Home based work cannot be used as a substitute for personal leave.

Regular and/or Longer Term Temporary Home Based Work

- 7.77. The Chairman (or delegate) may approve home based work for ongoing employees on either a regular or temporary basis (more than two (2) days) over an agreed period of time in accordance with the GBRMPA Policy and Procedures for Home Based Work.
- 7.78. A home based work agreement may only be varied or terminated by the employee with the agreement of the Chairman (or delegate).
- 7.79. A home based work agreement can be varied or terminated by the Chairman (or delegate) at any time where it is considered that:
- 7.79.1. The arrangement is having an adverse impact on the operational requirements of the employee's work area.
 - 7.79.2. The arrangement is considered to be inefficient and/or ineffective.
 - 7.79.3. The employee is failing to comply with certain requirements.

SECTION 8 - REVIEWS OF ACTIONS

This section is to be read in conjunction with the GBRMPA Policy and Procedures on Reviews of Actions.

PRINCIPLE

The APS has, as part of its employment conditions, a central principle that employees are entitled to seek reasons for the basis and rationale of administrative decisions that have a direct effect on the employee. A review of actions usually relates to something affecting an individual employee. Administrative reality generally confines the seeking of reasons to major aspects of employment rather than minor or inconsequential issues.

APPLICATION OF THE REVIEW OF ACTIONS

8.1. The parties to this Agreement agree that, as far as possible, the following mechanism will be used to resolve complaints within the GBRMPA, including applications for Review of Action made under the review provisions section 33 of the PS Act. Where a right of review is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under the clauses on Procedures for Dealing with Disputes (Section 9) of this Agreement.

Representation during a review of actions within GBRMPA

8.2. An employee may be accompanied by a person of their choice during any part of the proceedings, to support and assist them. The support person may be a representative as described in clause 6.24 of the Agreement.

Internal Review

8.3. In accordance with section 33 of the PS Act and Part 5 of the Public Service Regulations 1999, an employee is entitled to request an internal review of certain decisions/actions that relate to their employment.

Primary Review

8.4. Where a formal request for review of actions is sought an application must be made in writing to the Chairman (or delegate). The application must state why the review is sought and, if a particular outcome is sought, what is that outcome. The Chairman (or delegate) will consider whether the primary review is one which should be undertaken within GBRMPA or referred to the Merit Protection Commissioner (MPC) in accordance with Regulation 5.25 of the Public Service Regulations 1999. In some circumstances an employee may apply directly to the Merit Protection Commissioner for review of the action.

8.5. If the Chairman (or delegate) is satisfied that primary review should be undertaken within GBRMPA, the Chairman (or delegate) will:

- appoint a Review Officer to
 - inquire into the matter
 - if appropriate, seek to resolve the matter by conciliation or mediation
 - where conciliation or mediation is not successful or appropriate, prepare a written report which includes the findings and recommendation(s) for the Chairman (or delegate).
- provide the employee with a copy of the report
- provide the employee with an opportunity to respond to the report
- determine the outcome of the matter having regard to the content of the report and any submission made by the employee in response to the report.

- 8.6. GBRMPA will be guided by the following principles in handling any matters referred to in clause 8.3 above:
- the case will be dealt with as expeditiously as possible
 - the employee will be required to specify the outcome(s) sought
 - the employee who makes the complaint has the right to a fair hearing (i.e. proper consideration of the complaint by an unbiased person)
 - where the employee criticises another GBRMPA employee on a matter relevant to the complaint, that other GBRMPA employee will be given an opportunity to comment if the criticism could result in an adverse finding against that other employee
 - the standard of proof to apply will be the balance of probabilities
 - full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this may achieve some tangible and equitable outcome
 - confidentiality and privacy will be appropriately observed, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

Secondary review

- 8.7. Where, after a primary review has been completed in GBRMPA, an employee wishes to pursue the matter further, the employee may apply, through the Chairman (or delegate) to the Merit Protection Commissioner (MPC) for independent external review of the action.

SECTION 9 - PROCEDURES FOR DEALING WITH DISPUTES

This section is to be read in conjunction with the GBRMPA Policy and Procedures on Dealing with Disputes.

PRINCIPLE

As is the case with reviews of actions, there must be genuine attempts made at the workplace level to resolve the matter before it becomes a formal dispute.

APPLICATION OF THE PROCEDURES FOR DEALING WITH DISPUTES

- 9.1. This process will apply to disputes arising from matters covered in this Agreement, including all policies and procedures and/or guidelines referred to in this Agreement, application of the National Employment Standards, and/or disputes in relation to Occupational Health and Safety matters.
- 9.2. An employee who is a party to the dispute may appoint a representative at any stage of the disputes process, including for the purposes of the procedures in clauses 9.3 and 9.4 relating to efforts to resolve the dispute at the workplace level.
- 9.3. In the first instance disputes should be resolved at the lowest level possible by the parties to the dispute, such as immediate supervisor. Where the dispute is not resolved at the lowest level or if it is not appropriate for the dispute to be resolved there, one or more parties to the dispute may escalate the matter to the relevant Manager, Director, People Management or General Manager (SES) for resolution. All parties to the dispute will commence action regarding the matter within two (2) weeks of it being raised, and will respond to all parties to the dispute within two (2) weeks of actions.
- 9.4. Where escalation to the relevant Director, People Management or General Manager (SES) fails to resolve the matter, or if it is not appropriate for the dispute to be resolved there, one or more of the parties to the dispute may escalate the matter to the Chairman.
- 9.5. Where the matter remains unresolved the parties to the dispute may agree to refer the dispute to an independent mediator for resolution. Reasonable costs incurred for mediation services will be borne by the GBRMPA.
- 9.6. If discussions at the workplace level do not resolve the dispute, and the parties to the dispute do not wish to engage an independent mediator, or the dispute is not resolved by mediation, or where circumstances make it unreasonable for either party to follow the procedures in 9.3, 9.4 and 9.5, a party to the dispute may refer the matter to Fair Work Australia (FWA).

It is recommended that staff refer to Chapter 5 of the *Fair Work Act 2009* to view the powers and procedures of the FWA, in particular the right of employee representation subject to the representation requirements of the *Fair Work Act 2009*.

- 9.7. Fair Work Australia may deal with the dispute in two (2) stages:
 - 9.7.1. FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
 - 9.7.2. If FWA is unable to resolve the dispute at the first stage, FWA may then:
 - arbitrate the dispute
 - make a determination that is binding on the parties.

9.8. If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

A decision that Fair Work Australia 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.

9.9. While the parties are trying to resolve the dispute using the procedures in this term:

9.9.1. An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety.

9.9.2. 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:

- the work is not safe
- applicable occupational health and safety legislation would not permit the work to be performed
- the work is not appropriate for the employee to perform
- there are other reasonable grounds for the employee to refuse to comply with the direction.

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

SECTION 10 - RECRUITMENT AND SELECTION

PRINCIPLE

The GBRMPA recruitment and selection practices reflect the APS Values, in particular, the essential components of fairness, equity, transparency and the merit principle (i.e. an assessment of a person's ability to do the job, avoiding patronage and favouritism and unjustified discrimination).

- Decision makers will act without patronage, favouritism, bias or unlawful discrimination
- The selection process will have close regard for the principles of workplace diversity and natural justice
- All employment decisions are transparent
- Positions will be classified in accordance with the GBRMPA Work Level Standards
- Duties and selection criteria for individual positions will be shown on individual Position Descriptions. The standard and maximum number of duties is five (5). The standard and maximum number of selection criteria is five (5). Position Descriptions can be supplemented by the inclusion of a job environment statement that reflects the operating environment and typical daily situations that the occupant of the position would encounter
- The usual basis for engagement is as an ongoing employee. Non-ongoing employees can be engaged for a specified term or specified task only where a business case is presented to justify non-ongoing employment or where budget availability is for a fixed or finite period.

APS RECRUITMENT POLICY

10.1. Australian Public Service (APS) recruitment policy is stated in section 22 of the PS Act:

10.1.1. The Chairman may engage persons as employees for the purposes of the Agency.

10.1.2. The engagement of an APS employee must be:

- As an ongoing APS employee
- For a specified term or for the duration of a specified task (non-ongoing)
- For duties that are irregular or intermittent (casual).

10.2. The engagement of an APS employee may be made subject to conditions notified to the employee, including conditions dealing with any of the following matters:

- Probation
- Citizenship
- Formal qualifications
- Security and character clearances
- Health clearances.

10.3. Recruitment and selection will be conducted in accordance with APS recruitment policy and the GBRMPA Recruitment and Selection Policy and Procedures.

10.4. Employees may apply for review of promotion decision in accordance with the Public Service Regulations 1999.

WORK LEVEL STANDARDS

10.5. The Work Level Standards must be used in accordance with the guidance provided in the GBRMPA Recruitment and Selection Policy and Procedures when:

- Establishing new positions

- Reviewing existing positions
- Reclassifying existing positions (to a higher or lower level classification)
- Restructuring or designing the structure of a new work area
- Establishing duty statements and selection criteria during the recruitment process
- Applying non-position based Higher Duties Allowance (HDA)
- Investigating the establishment of a broadband.

CLASSIFICATION STRUCTURE

- 10.6. The GBRMPA classification structure, including the classifications as broadbanded in clauses 10.10 and 10.23, applies throughout the duration of this Agreement.
- 10.7. Each classification level has a salary range and a number of salary points attached to it (as outlined in Section 17).
- 10.8. All the GBRMPA positions will be classified in accordance with the:
- Public Service Classification Rules 2000
 - GBRMPA Work Level Standards
 - GBRMPA Recruitment Policy and Procedures.

BROADBANDING

This section is to be read in conjunction with the GBRMPA Recruitment Policy & Procedures.

- 10.9. Broadbanding of positions is to be kept to a minimum and only used where the GBRMPA Work Level Standards indicate that a position cannot easily be classified at one APS level. The Chairman (or delegate) shall determine whether a broadband applies on advice from People Management.
- 10.10. Positions may be broadbanded across two APS classification levels as follows:
- APS Level 1/APS Level 2 (locally designated GBRMPA Broadband 1)
 - APS Level 3/APS Level 4 (locally designated GBRMPA Broadband 2)
 - APS Level 5/APS Level 6 (locally designated GBRMPA Broadband 3)

Progression past the work barrier within the GBRMPA Broadbands 1, 2 and 3

- 10.11. Employees assigned the duties of a position designated GBRMPA Broadband 1, 2 or 3 may, based upon the application of the merit principle, progress past the work barrier where a supervisor or manager formally provides written evidence of the following:
- Work is available at the level beyond the work barrier
 - Funds are available within the designated work area
 - The employee has demonstrated the knowledge, skills, abilities and attributes required to undertake the work at the next work level barrier
 - The employee has had their performance assessed as effective through the annual performance management and development program.
- 10.12. When an employee is progressing through a broadbanded work barrier the performance pay point of the lower level is not applicable.

PROBATION

- 10.13. All ongoing and non-ongoing employees who are new to the APS with contracts that exceed three (3) months will undertake a probation period. The period of probation will be three (3) months (or as amended by legislation). The purpose of probation is to allow employees who are new to the APS to

familiarise themselves with the administrative and bureaucratic processes of the APS and to allow both the employee and the GBRMPA to make an assessment as to the employee's suitability for a career within the APS.

- 10.14. Section 22 of the *PS Act* provides for the engagement of employees on probation. Probation is conducted as per the GBRMPA's Probation Policy and Procedures.

RELOCATION ASSISTANCE

- 10.15. As the head office of GBRMPA is located in Townsville Queensland, it is recognised that a by-product of merit-based recruitment selection will, from time to time, require successful applicants to relocate interstate to Queensland. The purpose of relocation assistance is to defray the cost to the successful applicant of removal of furniture, motor vehicles, household goods and pets.

- 10.16. The extent of relocation assistance will be determined in accordance with the GBRMPA Relocation Assistance Policy and Procedures.

MOVEMENT OF EMPLOYEES WITHIN THE GBRMPA

- 10.17. From time to time, GBRMPA will be required to establish project teams and task forces. Such arrangements recognise that GBRMPA employees will be asked to undertake work directed at achieving the GBRMPA's corporate objectives and priorities, in addition to being engaged to perform a particular function or activity.

- 10.18. While GBRMPA reserves the right to reassign employees at level on an ongoing or temporary basis at any time to meet corporate objectives and priorities, the following principles are endorsed:

10.18.1. Employees will be consulted about any proposed lateral movement

10.18.2. Where an employee moves to another work area, necessary training and development (generally on-the-job) will be provided.

- 10.19. Ongoing movements to a higher level and temporary reassignment of duties to a higher level for periods of six (6) months or longer must be advertised internally as part of a merit selection process. A series of short-term higher duties arrangements must not be used to circumvent the requirement to advertise.

- 10.20. Where an employee has been recommended for temporary reassignment of duties to a higher level (i.e. increased remuneration, enhanced learning opportunity) the standard arrangement is that they will be released to undertake the higher duties.

WORK EXPERIENCE/INTERNSHIPS

This section is to be read in conjunction with the GBRMPA Policy and Procedures on Work Experience.

- 10.21. Work experience and internships can be undertaken in the GBRMPA if liability and insurance cover is provided by the institutional/educational body.

GBRMPA GRADUATE

- 10.22. Graduate positions will be classified at broadband APS Level 3/APS Level 4 (locally designated GBRMPA Graduate).
- 10.23. The eligibility requirement for GBRMPA Graduate positions will be, at a minimum, a tertiary degree obtained within three (3) years of the position(s) being advertised in the fields of natural resource management, environmental sciences, social sciences and/or corporate administration.
- 10.24. Employees assigned the duties of a position designated GBRMPA Graduate will ,based upon the application of the merit principle, progress past the work barrier where:
- Work is available
 - The employee has completed set learning and development activities, and demonstrated application in the workplace to a satisfactory level of performance
 - The employee has the knowledge, skills, abilities and attributes required to undertake the work at that level
 - The employee has not received a pay increment within the last 12 months.
- 10.25. This will be determined through assessment of:
- The employee's record of learning and development
 - Formal performance assessments completed with placement managers
 - A written application.

SECTION 11 - REMUNERATION AND ALLOWANCES

PRINCIPLE

The GBRMPA is a workplace in which the underlying principles for remuneration, conditions of service and opportunities apply:

- Equal pay for equal work is achieved within the organisation
- Opportunities for employment, advancement, training and career enhancement are available for all staff.

PAYMENT OF SALARY

11.1. Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice, subject to the limitations of the pay system. The fortnightly rate of pay will be ascertained by applying the following formula:

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

11.2. There will be scope for deductions to be made at an employee's request prior to his or her fortnightly salary being transferred into his or her nominated account.

11.3. People Management may approve the pre-payment of salary for accrued leave entitlements for an approved period of leave (other than personal leave for medical purposes) or in special circumstances where the extent of the advance is covered by accrued entitlements.

RATE OF SALARY

11.4. Annual salary rates are set out in Section 17 of this Agreement.

11.5. A non-ongoing employee employed on an irregular or intermittent basis (i.e. casual), shall be paid a 22% loading in lieu of public holidays not worked and all paid leave entitlements except Long Service Leave, which is covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

11.6. Non-ongoing APS Level 1 employees employed on an irregular or intermittent basis (i.e. casual) currently receive a flat rate of \$26.60 per hour. This rate will increase by 3% on the date of the commencement of the Agreement with a further increase of 3% on 1 July 2012 and a further 3% on 1 July 2013.

Date of Effect	Rate
The date of the commencement of the agreement	\$27.42
1 July 2012 (3% increase)	\$28.27
1 July 2013 (3% increase)	\$29.14

Minimum call out payment for non-ongoing employees employed on an irregular or intermittent basis

11.7. Where a non-ongoing employee employed on an irregular or intermittent basis is called out to work, the minimum payment for time worked will be two hours.

New Apprenticeships including Traineeships

11.8. This clause applies to employees undertaking a new apprenticeship, including traineeship, which is approved under the *Fair Work Act 2009*. Notwithstanding anything to the contrary in this Agreement, the pay rate applying to an employee undertaking such an apprenticeship shall be calculated in accordance with the *Fair Work Act 2009* (the benchmark rate is the pay rate which would apply to the employee under this Agreement for the work being performed by the employee, if the employee was not undertaking the traineeship).

SALARY INCREASES

11.9. In recognition of the ongoing commitment demonstrated by employees to continuous improvement in organisational and individual productivity, including measures agreed to and implemented fully in this Agreement, salary rates and allowances for all levels up to and including APS Executive Level 2 (and equivalent) will increase by:

- 3% on the date of the commencement of the agreement
- 3% on 1 July 2012
- 3% on 1 July 2013.

All allowances in this Agreement have been adjusted accordingly to reflect the above increases.

SALARY LEVEL ON COMMENCEMENT

11.10. Where an employee commences work with the GBRMPA, other than an employee commencing in a designated GBRMPA Graduate position, salary will be payable at the minimum point of the salary range applicable to the classification of the job unless under the following exceptional circumstances:

11.10.1. At the time of employee commencement, the Chairman (or delegate) may authorise payment of salary above the minimum point in that salary range, having regard to the experience (including at or above that level), qualifications and skills of the employee, the employee's likely contribution to the job at that level, and operational considerations.

11.10.2. The Chairman (or delegate) may ask the employee for documentary proof in the form of pay records from their current employer, previous performance management assessments, and associated remuneration outcomes or other evidence to support a claim for payment of salary above the minimum point in a salary range.

11.11. Where an employee commences work with the GBRMPA in a designated GBRMPA Graduate position, salary will be payable at the GBRMPA Graduate 3.1. The Chairman (or delegate) may authorise payment of salary at the GBRMPA Graduate 3.2 having regard to experience (including at or above that level), qualifications and skills of the employee, the employee's likely contribution to the job at that level, and operational considerations.

SALARY ON PROMOTION

11.12. Where an employee is promoted within GBRMPA, salary will be payable at the minimum point in the salary range unless the employee has obtained a temporary performance increment at that classification level (at clause 11.31.2).

SALARY ON REASSIGNMENT OF DUTIES AT LEVEL

11.13. Where an employee is reassigned duties at level within the GBRMPA there will be no adjustment to salary payable.

SALARY MAINTENANCE

11.14. A person transferring to the GBRMPA whose salary in their previous APS agency (current equivalent APS classification salary) exceeds the current maximum of the relevant classification level in this Agreement, will be maintained on their current salary until such time as their salary (at that classification level) is absorbed by the GBRMPA's salary increases.

SALARY ON REDUCTION

11.15. Where an employee elects to move to a lower classification (for reasons other than misconduct or under-performance), salary will be payable at the top point (not performance point) in the salary range of the lower classification.

PAYMENT ON DEATH

11.16. Where an employee dies, or the Chairman (or delegate) has directed that an employee will be presumed to have died on a particular date, payment may be made to the dependants or partner, or the legal personal representative, or executor of the will of the former employee of an amount to which the employee would have been entitled on resignation or retirement. If Long Service Leave entitlements are payable, such payment should be via the method described in *Long Service Leave (Commonwealth Employees) Act 1976.*

SALARY PROGRESSION

11.17. Advancement through salary points, other than the performance salary point, will occur as outlined in clauses 11.18 to 11.23.

11.18. Ongoing employees will be eligible to advance one salary point on 1 July each year, subject to achieving an Effective performance rating and being substantively at a particular pay point for a minimum period of 12 months.

11.19. Non-ongoing employees on a contract or a series of contracts that result in a period of continuous service longer than 12 months, and have achieved an effective performance rating, will be eligible to advance one salary point on the anniversary of the commencement of their contract.

11.20. Ongoing employees engaged or promoted during the performance management cycle will be eligible to advance one salary point on 1 July each year, subject to being substantively at a particular pay point for a minimum period of six (6) months. By exception, and subject to completion of probation period and performance being rated as Effective, an employee or supervisor/manager may request advancement of one (1) salary point in situations where the employee was engaged or promoted between 1 January and 31 March.

11.20.1. In cases where an employee is engaged or promoted during the period 1st April to 30th June and will not have achieved the minimum period of six (6) months as at 1 July and ordinarily would be required to wait in excess of twelve (12) months to receive an advancement of one (1) salary point, they are eligible to request back payment of the salary increment to the anniversary of their commencement or promotion date.

- 11.21. Salary progression shall not occur past the work barrier other than in circumstances described in clauses 10.11 and 10.24 and 10.25.
- 11.22. An eligible employee will only be advanced after having their overall performance assessed as Effective under the GBRMPA's Performance and Development Scheme (see Section 13) for the previous 12 month cycle. Where an employee's performance is assessed as 'Marginally effective', or 'Requires development', salary advancement will not take place.
- 11.23. Where an employee's performance is assessed as 'Marginally effective' under the GBRMPA's Performance and Development Scheme, they will remain on their current pay point until such time as their performance is assessed as 'Effective' under the GBRMPA's Performance and Development Scheme. A performance review will be conducted at three (3) months.

Progression to a Performance Salary Point

- 11.24. Each classification level, with the exclusion of the designated GBRMPA Graduate classification, has at least one performance salary point. Broadbands also have one performance salary point being at the upper limit of the classification.
- 11.25. The performance salary point will count as salary for all purposes.
- 11.26. An employee will be eligible to progress to the performance salary point where the employee has been at the top of the previous salary point for a minimum period of 12 months.
- 11.27. An eligible employee will only be advanced after having his or her overall performance assessed as effective under the GBRMPA Performance and Development Scheme (see Section 13) for the previous 12 month cycle. If the employee's performance is assessed as 'Requires development' or 'Marginally effective', salary advancement will not take place.
- 11.28. The performance salary will be paid for the period 1 July to 30 June with renewal being dependent on an 'Effective' performance rating for the performance cycle covering that period.

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

- 11.29. An employee will be paid a temporary reassignment loading where the employee is required to temporarily perform the duties of a position at a higher classification level for a continuous period of five (5) or more working days. Payment will be made for the whole period from the first day.
- 11.30. The level of the loading will be based on the level and scope of work to be performed and the employee's capacity to effectively undertake the higher level work.
- 11.31. The loading will be the difference between the employee's substantive salary point and the first salary point of the relevant position's classification level. The exceptions being:
- 11.31.1. Where an employee is performing partial duties the loading will be at a salary point between the employee's substantive salary point and the first salary point of the partial duties classification level. Recommendations for partial higher duties must identify the duties not to be undertaken.
- 11.31.2. Where an employee has been on higher duties for a period of 12 months or more and the employee has received increment increases whilst on higher duties, in cases where a

further period of higher duties immediately follows at a lower classification level they will retain the salary increment level that they have achieved.

Payment during Leave and Public Holidays

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

Recognition for Superannuation Purposes

11.33. The loading will not be recognised for any other purpose other than superannuation.

SALARY FOR TEMPORARY REASSIGNMENT OF DUTIES AT A LOWER CLASSIFICATION LEVEL

11.34. Where an employee requests, in writing, to temporarily perform work at a lower classification level, salary will be payable at the top point (not performance point) in the salary range of the lower classification.

OVERTIME – TIME OFF IN LIEU

11.35. Flextime will generally be used to meet operational requirements within the span of hours specified in clauses 7.3 to 7.6. However, it is recognised that operational requirements will on occasions require the GBRMPA to request an employee(s) to work outside the span of hours or in excess of ten hours on any one day.

11.36. Overtime is to be worked at the prior written approval of the relevant manager, or where circumstances do not permit prior direction, if subsequently approved by the relevant manager. Overtime is payable for work performed by employees, other than Executive Level Officers, outside the span of hours, on a public holiday, or in excess of ten hours on any one (1) day. For part-time employees, other than Executive Level Officers, overtime is payable for work performed which is not continuous with the employee's agreed or specified hours of work and/or beyond the total hours of work over the settlement period specified in the employee's part-time work agreement or designated for the job.

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

Time off in lieu (TOIL) - Recompense for Overtime

11.38. Time Off in Lieu (TOIL) is the standard form of recompense for overtime. However, managers will authorise the payment of overtime in circumstances where it is unlikely that an employee will be able, or has been unable, to take TOIL within two (2) months of the overtime having been worked or where the employee incurs costs as a result of having to work overtime. Clauses 11.39, 11.40 and 11.41 do not apply to Executive Level employees. Refer to clauses 7.44 to 7.52 in relation to Executive Level employee working arrangements.

11.39. Overtime will be payable and TOIL calculated at:

11.39.1. Time and one half for the first three (3) hours each day and double time thereafter from Monday to Saturday

11.39.2. Double time on Sunday

11.39.3. Double time and a half for public holidays, or time and a half additional to the single time employees already being paid for the public holiday for duty within ordinary hours.

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

Meal Allowance

11.41. A Meal Allowance is payable, in accordance with the GBRMPA Business Travel Policy and Procedures, where an employee works more than two (2) hours continuous overtime duty on a weekday or four (4) hours continuous overtime duty on a weekend or public holiday. Where an employee works nine hours continuous overtime, an additional Meal Allowance will be payable.

Rest Break

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

ALLOWANCES

Restriction Allowance

11.43. An employee may be required to be contactable and available to work outside their ordinary hours of work agreed with their supervisor. To be eligible for restriction allowance employees must be required to be immediately contactable, have some restrictions placed on their mobility, such as distance from work, and be ready and available for work.

11.44. Restriction Allowance will be paid to employees, below the Executive Level, for each hour they are required to be on restriction duty at a flat rate of 8.5%.

11.45. An employee cannot be paid Restriction Allowance, Emergency Duty or overtime for the same period. Where an employee who has been restricted is recalled to work, he or she will be paid overtime. The minimum payment for overtime purposes will be two hours.

11.46. Restriction Allowance may be paid to Executive Level employees, in exceptional circumstances approved by the Chairman, where the employee is required to be rostered for a minimum continuous period of 7 calendar days. Where the Chairman approves payment of Restriction Allowance to an Executive Level employee it shall be paid at a rate of \$16.22 per day from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

On-call Shipping Incidents Response Coordinators Allowance

This section is to be read in conjunction with the GBRMPA Policy and Procedures for the On-call Shipping Incidents Response Coordinators.

11.47. On-call Shipping Incident Response Coordinators are paid an allowance of \$227.12 per fortnight from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013. This allowance is payable in arrears on a monthly on call report approved by the Director responsible for staff involved in the roster.

Emergency Duty

11.48. Where an employee, below the Executive Level, is called into work to meet an emergency outside their ordinary hours of work agreed with their supervisor, they will be paid for the period of work and any time necessarily spent travelling to and from the work site at the rate of double time. The minimum payment for such work will be two hours at double time.

Shift Penalties

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

- 50% for ordinary duty performed on a Saturday
- 100% for ordinary duty performed on a Sunday
- 150% for ordinary duty performed on a Public Holiday.

Dive Allowance

11.50. An employee who performs underwater diving duties or performs the duties of Dive Coordinator for a day or part of a day is entitled to be paid, for each day or part of a day, an allowance at the rate of \$22.81 from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

First Aid Officer Allowance

11.51. Where an employee, other than a non-ongoing employee employed on an irregular or intermittent basis, possesses appropriate qualifications and is formally appointed to undertake the responsibilities of First Aid Officer, and they are not receiving an allowance associated with a formal appointment as either an Emergency Response Officer or Occupational Health and Safety Representative, the employee will be paid an allowance of \$16.58 per fortnight from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

Emergency Response Officer Allowance

11.52. Where an employee, other than a non-ongoing employee employed on an irregular or intermittent basis, is formally appointed to undertake the responsibilities of Emergency Response Officer, and they are not receiving an allowance associated with a formal appointment as either a First Aid Officer or Occupational Health and Safety Representative, the employee will be paid an allowance of \$16.58 per fortnight from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

Chief Emergency Response Officer Allowance

11.53. Where an employee, other than a non-ongoing employee employed on an irregular or intermittent basis, is formally appointed to undertake the responsibilities of Chief Emergency Response Officer, and they are not receiving an allowance associated with a formal appointment as either a First Aid Officer or Occupational Health and Safety Representative, the employee will be paid an allowance of \$21.54 per fortnight from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

Occupational Health and Safety Representative Allowance

11.54. Where an employee, other than a non-ongoing employee employed on an irregular or intermittent basis, is formally appointed to undertake the responsibilities of Occupational Health and Safety Representative, and they are not receiving an allowance associated with a formal appointment as either a First Aid Officer or Emergency Response Officer, the employee will be paid an allowance of \$16.58 per fortnight from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

Business Travel Allowances

11.55. Travel for business purposes, and associated allowances payable, shall be in accordance with the GBRMPA Business Travel Policy and Procedures.

An employee may only claim one of the allowances listed in this clause per night of travel and an employee cannot claim an allowance under this clause if GBRMPA have paid for accommodation for the employee in normal accommodation (e.g. hotel, motel, cabin, unit).

- 11.55.1. **Overnight Accommodation Allowance:** The Overnight Accommodation Allowance applies to employees when they are required for official purposes, to lodge temporarily with friends and family.

The Overnight Accommodation Allowance will be \$50 per night from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

- 11.55.2. **Camping Allowance:** The Camping Allowance applies to employees when they are required for official purposes, to camp or lodge temporarily in a place that lacks basic facilities. Basic facilities include a kitchen, toilet, potable water, hot water and mains electricity. In this type of working environment personnel have responsibilities relating to the maintenance and security of the campsite that require attention outside the usual hours of work.

The Camping Allowance will be \$50 per night from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

- 11.55.3. **At Sea Allowance:** The At Sea Allowance applies to employees when they are required for official purposes, to be on a vessel at sea overnight. The vessel is "at sea" from the time it leaves a wharf, mooring or anchorage at the start of the voyage until it returns to a wharf, mooring or anchorage at the completion of the voyage. In this type of working environment personnel are subject to uncomfortable, cramped and restrictive living and working conditions. Personnel often have responsibilities relating to the maintenance and operation of the vessel that require attention outside the usual hours of work.

The At Sea Allowance will be \$50 per night from the date of commencement of the Agreement. This allowance will increase by 3% on 1 July 2012 and a further 3% on 1 July 2013.

Reef HQ – Easter Saturday Allowance

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

Healthy Lifestyle Allowance

- 11.57. An allowance will be awarded to an employee who wishes to participate in the following Healthy Lifestyle Improvement activity:
- Health Assessment as conducted a qualified GP or other approved Health Services provider
 - Gym membership
 - Attending a qualified dietician, or other approved Health Services provider to develop a weight management plan
 - Nicotine replacement therapy in conjunction with your GP
 - Athletic footwear
 - Yoga, pilates or similar
 - Corporate health activity
 - Personal safety wear for runners/bike riders.
- 11.58. The allowance will be awarded upon the production of receipts of purchase, with the reimbursement in one payment per year only up to the value of \$150.

Christmas Shut Down Working Allowance

- 11.59. For those employees who are required to work any of the three days (non public holidays) over the Xmas Shut down period will be awarded the following:
- Day in lieu for each day worked and
 - An allowance of \$100.
- 11.60. This is a one off allowance that applies to the period between Christmas Day and New Year's Day inclusive.
- 11.61. This allowance is in recognition for those staff who are required to work at Reef HQ, Field Management, or other staff as directed, when the GBRMPA offices are closed.
- 11.62. Additional Public Service Day is observed on the next normal day working day after the Boxing Day holiday.
- 11.63. Those employees who are rostered as "On Call" are not entitled to this allowance as they are getting the on call allowance. However if you were rostered "On Call" and then worked, you would receive the Christmas Shut Down Working Allowance.

SUPERANNUATION CHOICE

- 11.64. Employees with a relevant interest in the Commonwealth Superannuation Scheme (CSS) and Public Sector Superannuation Scheme (PSS) are not eligible for superannuation choice.
- 11.65. Where choice is offered, the Public Sector Superannuation Accumulation Plan (PSSap) will be the default fund for employees. The GBRMPA may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the GBRMPA's payroll system.
- 11.66. Employer contributions to the PSSap or any other employee nominated complying fund will be 15.4% of the employee's fortnightly notional contribution salary (based on salary at the employee's last birthday) unless increased by legislation or PSSap Deed.
- 11.67. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 11.68. Superannuation will continue to be paid for employees 70 years of age or older if they meet the work test. The work test is if an employee has worked at least 40 hours over 30 consecutive days of gainful employment in that financial year.
- 11.69. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 11.70. For employees who take paid or unpaid parental leave (which includes maternity, adoption, supporting partner and foster care leave), employer contributions will be made for a period equal to a maximum of 18 weeks as if the leave was paid leave, in accordance with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made.

SALARY PACKAGING

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

SECTION 12 - LEAVE

AUTHORITY TO GRANT LEAVE

12.1. The Chairman (or delegate) may grant an employee leave in accordance with the following provisions:

ANNUAL LEAVE

PRINCIPLE

The purpose of annual leave is to enable all employees to undergo a period of rest and recreation. It is generally expected that employees will have access to their annual leave in the year that it is accrued.

Accrual of Annual Leave

12.2. The GBRMPA employee will accrue 26 working days paid annual leave per annum credited on a pro rata basis from date of engagement.

12.3. Annual leave will accumulate, however, an employee's annual leave credits must be no greater than 50 days at 30 September each year.

Use of Annual Leave

12.4. Employees may access their annual leave as they accrue. Granting of annual leave will be subject to operational requirements.

12.5. Where a public holiday occurs during a period of approved annual leave the public holiday will not be deducted from the employee's annual leave credits.

12.6. Annual leave counts as service for all purposes.

12.7. Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave entitlement in a manner which avoids their credit exceeding 50 days.

12.8. Where an employee who will otherwise have a leave credit in excess of 50 days on 30 September in any year applies to use part or all of that leave the Chairman (or delegate) will either:

12.8.1. Approve the leave.

12.8.2. If the employee cannot be released on the dates requested due to operational requirements, negotiate alternative dates for the leave with the employee. The alternative dates must be on or before 1 October in that year.

12.9. Annual leave on half pay may be approved on the request of an employee.

Additional Annual Leave for Shift Workers

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

Instructions for employees with an annual leave credit greater than 50 days

12.11. As at 30 September each year an employee with an annual leave credit greater than 50 days will be instructed by their director to take annual leave from 1 October for the period necessary to reduce their annual leave credit to 50 days or below, but only if the requirement is reasonable.

12.12. An employee is eligible to cash out annual leave if:

- 12.12.1. The employee has taken a minimum of two (2) weeks annual leave in the previous 12 months.
- 12.12.2. The employee gives the GBRMPA a written election to cash out the amount of annual leave prior to the 1 October.
- 12.13. An employee is not eligible to cash out leave if this would result in the employee's remaining accrued paid annual leave being less than four (4) weeks.
- 12.14. An employee shall receive pay in lieu of the amount of annual leave at a rate that is no less than the employee's basic periodic rate of pay at the time that the election was made.
- 12.15. Where an employee's annual leave credit will remain in excess of 50 days on 30 September post an election to cash out annual leave, the employee will be instructed to be on annual leave from 1 October for the period necessary to reduce their annual leave credit to 50 days.
- 12.16. Where an employee has been on compensation leave and has commenced a graduated return to work program, he or she will not be instructed to be on leave until three (3) months after returning to his or her pre-injury hours of work.

Reimbursement of Expenses – Cancellation of Annual Leave or Recall to Duty

- 12.17. Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from annual leave or to work during a public holiday, the employee will be reimbursed travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source. The employee must submit a formal request for any reimbursement.
- 12.18. Reasonable costs which could be reimbursed include:
- Economy airfares
 - That part of accommodation costs and any other non-refundable costs unable to be used by the employee
 - Deposits on accommodation or travel, or advance fares which are not refundable either by the booking agency or through prior insurance cover
 - Fares or motor vehicle allowance where the cost would not have otherwise been incurred
 - For family members, only those additional costs directly resulting from recall to duty
 - Other unavoidable costs arising from the recall to duty.

Payment in Lieu of Retirement, Resignation, Termination of Employment or Death

- 12.19. Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave credits. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- 12.20. Where an employee dies or is presumed to have died on a particular date, the Chairman (or delegate) may authorise the payment of an amount in lieu of unused annual leave credits in accordance with clause 11.16.
- 12.21. Where an employee dies, if Long Service Leave is applicable payment should be made in accordance with the provisions of *Long Service Leave (Commonwealth Employees) Act 1976*.

COMPASSIONATE LEAVE (BEREAVEMENT LEAVE)

- 12.22. An employee is entitled to a period of three (3) days of compassionate leave, for each permissible occasion, if a member of the employee's immediate family or a member of the employee's household:

- Contracts a personal illness that poses a serious threat to his or her life
- Sustains a personal injury that poses a serious threat to his or her life or
- Dies.

12.23. The employee may be required to provide medical evidence, or a copy of a death certificate or funeral notice, as appropriate.

12.24. An employee who is entitled to a period of compassionate leave under clause 12.21. is entitled to take the compassionate leave as:

- A single, unbroken period of up to three (3) days
- Three (3) separate periods of one (1) day each or
- Any separate periods to which the employee and his or her supervisor agree.

COMPENSATION/ACCIDENT LEAVE

12.25. Compensation leave is covered by the *Safety Rehabilitation and Compensation Act 1988*.

CHRISTMAS/NEW YEAR LEAVE

12.26. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.

12.27. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is on half pay).

12.28. There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.

12.29. Reef HQ employees required to work on these two (2) days will be provided with two (2) days of time off in lieu at a time convenient to each employee and agreed with their manager.

DEFENCE RESERVISTS LEAVE

Leave for ADF Reserve and Continuous Full Time Service of Cadet Force obligations.

12.30. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under Defence Reserve Service (Protection) Act 2001.

12.31. An employee is entitled to ADF Reserve leave with pay, for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

12.31.1. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

12.31.2. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.

12.31.3. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

12.32. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

12.32.1. Defence Reserve leave counts as service for all purposes, except for unpaid Leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.

12.33. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

12.33.1. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

LONG SERVICE LEAVE

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

12.35. Periods of long service leave cannot be broken with annual leave, purchased leave or flex leave. However, an employee can take annual leave or purchased leave before or after long service leave.

12.36. Except where an employee is on parental leave, an employee does not have an unqualified right to access long service leave at any particular time and the Chairman (or delegate) will consider applications against operational requirements.

12.37. To provide for more flexible access to long service leave, leave may be granted for a minimum period of seven (7) calendar days (one calendar week).

PAID MATERNITY LEAVE

12.38. Eligible employees are entitled to receive the paid maternity leave entitlement under the *Maternity Leave (Commonwealth Employees) Act 1973*. The eligible employees entitled to take the legislated 12 weeks paid maternity leave will receive an additional two (2) weeks GBRMPA approved maternity leave, totalling a 14 week period of absence at full pay

PAID ADOPTION/FOSTER CARERS LEAVE

12.39. An employee who:

- Has at least 12 months continuous service in the APS
- Adopts an eligible child or assumes long-term responsibility for an eligible child arising from the placement of the child through permanent fostering arrangement
- Is that eligible child's primary care giver,

is entitled to 14 weeks paid adoption/foster carers leave immediately after the placement of the eligible child with the employee for adoption or fostering.

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

12.41. Only the entitlement to 14 weeks full pay adoption/fosters careers leave will count as service for all purposes.

- 12.42. An employee who applies for paid adoption/foster carers leave must provide the GBRMPA with the following documents:
- 12.42.1. A statement from an adoption/fostering agency of the expected date for the placement of the eligible child and
- 12.42.2. A statutory declaration made by the employee which states:
- That the child who will be placed with the employee is an eligible child
 - That the employee intends to be the child's primary care-giver at all times while on paid adoption/foster carer's leave
 - The first and last days of the period (or periods) of adoption/foster carers leave, or any other authorised leave taken, or intended to be taken, by the employee's spouse because of the placement of the child and
 - That the employee will not engage in any conduct inconsistent with the employee's contract of employment while on adoption/foster carers leave.
- 12.43. An employee may not take personal/carer's leave during the period of paid adoption/foster carers leave.
- 12.44. Paid adoption/fosters carers leave counts as service for all purposes.
- 12.45. For the purpose of these clauses relating to adoption/foster carers leave, eligible child means a child who:
- Has not previously lived continuous with the employee for a period of 6 months or more before the day of placement and
 - Is not a child or step-child of the employee or the employee's spouse or the employee's de facto partner.

Half Pay Option

- 12.46. In order to provide for more flexible administration of Maternity Leave, an employee may elect to take an additional 14 weeks on Maternity Leave without pay, and spread their payment for the 14 week period of required absence over the total period of absence of 28 weeks, at a rate of half normal salary.
- 12.47. Any additional leave without pay totalling 30 days or more taken in addition to the legislated 12 weeks paid maternity leave, plus an additional two (2) weeks GBRMPA approved maternity leave, will not count as service for any other purpose other than to determine an employee's entitlement to a later period of parental leave or as described by the regulations under the *Fair Work Act 2009*.
- 12.48. Employees have a right to seek additional maternity leave without pay for a period of up to one (1) year. If granted, this year would count towards the total of five (5) years parental leave referred to in clause 12.51.
- 12.49. These clauses also provide for leave relevant to adoption/fostered/warded situations but only as unpaid leave.

PARENTAL LEAVE

- 12.50. An employee is entitled to 10 working days paid leave within four (4) weeks of a birth event involving the employee's partner.
- 12.51. The entitlement to parental leave (maternity leave, paternity leave, pre-adoption, and adoption leave) is provided for under the *Fair Work Act 2009*.

12.52. Employees have the right to seek parental leave for a period up to five (5) years. Parental leave is without pay. Parental leave without pay does not break an employee's continuity of service. However, parental leave without pay totalling 30 days or more will not count as service for any other purpose other than to determine an employee's entitlement to a later period of parental leave or as described by the regulations under the *Fair Work Act 2009*.

FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

12.53. An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Agency Head may waive this requirement in exceptional circumstances).

12.54. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- is a long term casual employee immediately before making the request and
- has reasonable expectation of continuing employment on a regular and systematic basis.

NOTE: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009

12.55. A request made in accordance with clause 12.52 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal. For the purpose of this clause:

- 'qualifying service' means service that is recognised for redundancy pay purposes;
- 'casual' means an employee engaged on an irregular or intermittent basis.

RETURN TO WORK AFTER PARENTAL LEAVE

12.56. 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 – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

12.57. For the purposes of this clause, duties means those performed:

- if the employee was moved to safe duties because of the pregnancy – immediately before the move or
- if the employee began working part-time because of the pregnancy – immediately before the part-time employment began or
- otherwise – immediately before the employee commenced maternity or parental leave.

PERSONAL/CARER'S LEAVE

PRINCIPLE

Personal/Carer's leave is a provision that differs from other forms of leave such as annual or long service leave. It is an unfunded liability whose underlying philosophy is to assist employees when they fall ill or have caring responsibilities.

As such, it is not an entitlement to be annually exhausted as there is no link to improvements in organisational productivity or performance.

Accrual of Personal Leave

- 12.58. 18 days full-pay personal leave will be credited on the date of an ongoing employee's engagement to the APS and thereafter will accrue on a pro-rata basis.
- 12.59. Non-ongoing employees will accrue 18 days full pay personal leave per annum on a prorata basis from date of engagement.
- 12.60. An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis (for both full-pay and half-pay personal leave).
- 12.61. Unused personal leave will accumulate, but cannot be paid out on separation.
- 12.62. Approved personal leave with or without pay counts as service for all purposes.
- 12.63. The Chairman (or delegate) may grant ongoing employees additional personal leave without pay where paid leave is exhausted.

Use of Personal Leave

- 12.64. Employees must advise their supervisor as soon as possible of an absence, or their intention to be absent, and wherever possible the anticipated length of absence and the reason for absence.
- 12.65. Paid personal leave is available for the purposes of:
 - 12.65.1. Personal illness or injury.
 - 12.65.2. Caring purposes as outlined in Clauses 12.68. .
- 12.66. Personal leave at half-pay can only be accessed in circumstances where an employee has exhausted their accrued full-pay personal leave credits.
- 12.67. The Chairman (or delegate) may allow an employee who has worked in the APS for at least five (5) years and has exhausted all of their full-pay personal leave credits, to convert, or use, their half-pay personal leave credits to full-pay personal leave credits.

Use of Personal Leave for Caring Purposes

- 12.68. Paid personal leave may be taken by an employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, because of:
 - 12.68.1. A personal illness, or injury, of the member.
 - 12.68.2. An unexpected emergency affecting the member.

Carer's Room

12.69. The GBRMPA will provide a carer's room within its offices to provide flexibility for employees in such circumstances. Use of the carer's room will be in accordance with the GBRMPA Policy and Procedures for Use of the Carer's Room.

Production of Supporting Evidence

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

12.71. Supporting evidence for personal illness or injury, whether related to the employee or for carer's purposes, will be a medical certificate or statutory declaration or supervisor's observation.

12.72. Supporting evidence for carer's leave due to an unexpected emergency may be either actual documentary evidence or statutory declaration.

12.73. Personal leave granted for personal needs is personal leave without supporting evidence.

12.74. Personal leave without pay may only be granted by the Chairman (or delegate) where relevant supporting evidence is provided.

Access to Personal Leave on Public Holidays, Annual Leave, Purchased Leave, Long Service Leave and Maternity Leave

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

12.76. If an employee is ill for one (1) day or longer while on annual leave, purchased leave or long service leave, and obtains a medical certificate, those days covered by the medical certificate will be recredited to the employee's annual leave, purchased leave or long service leave.

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

No Retirement for Invalidity before Personal Leave Credits Exhausted.

12.78. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal leave credits have been exhausted..

War Service Personal Leave

12.79. Employees who are war veterans will accrue two (2) separate credits of paid war service personal leave:

12.79.1. Special Credit: nine (9) weeks war service personal leave is credited on first commencement with APS following eligible military service.

12.79.2. Annual Credit: three (3) weeks annual credit on commencement and again following each 12 months of service. Unused credits accumulate, subject to a maximum credit balance of nine (9) weeks. This credit cannot be accessed until the special credit has expired.

12.80. The Chairman (or delegate) may only grant war service sick leave when an employee is unfit for duty due to a war-caused medical condition. The employee should present a statement from the Department of Veterans' Affairs stating what condition(s) has been accepted as being war caused.

- 12.81. In applying for War Service Personal Leave the employee must present a medical certificate stating the nature of the medical condition, or stating it was a war-caused condition.
- 12.82. Where an employee's war service personal leave credits have expired, the employee may apply for personal leave.
- 12.83. Employees who rejoin the APS and who have been credited with war service personal leave in respect of an earlier period of APS employment will be credited with the following:
- 12.83.1. Any special credit that remained unused as at the final day of the prior APS employment may be carried forward.
 - 12.83.2. Any annual credit held on the final day of previous APS employment. The next annual credit will accrue when the employee's period of service since recommencement and the employee's period of service between 1 November before cessation and the date of cessation from the APS equals 12 months. Thereafter, further annual credits will accrue after each 12 months of service.

SABBATICAL LEAVE (Deferred Salary Scheme)

Refer to clauses 16.12 to 16.38 in Section 16 – Other Benefits.

PURCHASED LEAVE (Employee Funded Leave)

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

Eligibility for Purchased Leave

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

Application for Purchased Leave

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

12.87. Applications for purchased leave will not be approved retrospectively. An application for purchased leave must be submitted to the employee's supervisor by the end of April for the following financial year or end of November for the following calendar year, on which the employee:

- Nominates the number of weeks being requested and the proposed dates the leave will be taken
- Provides a brief description of the reason for the request e.g. family needs or extended travel.

12.88. The employee's supervisor will make a recommendation for approval/non-approval, considering operational requirements, to the Director. The Director will advise the employee of their decision and forward the decision to People Management. Where approved, the employee will be provided with a formal confirmation of purchased leave.

Calculation and Payment of Salary Deductions

12.89. In order to “pay” for the “purchased leave” the employee will have an amount deducted from their gross salary each fortnight for a period of 52 weeks. The fortnightly deduction is calculated using the following formula:

- Gross fortnightly salary X number of hours purchased leave / 1950 hours (equivalent to 52 weeks)

Remote locality allowance is included in the deduction as it is considered to be part of salary.

12.90. The first deduction will be made on the first payday after the commencement date of the Purchased Leave period. Adjustments to deductions resulting from any change in the employee’s gross fortnightly salary will be made at the end of the Purchased Leave period unless otherwise formally requested by the employee.

Access to Purchased Leave

12.91. If approved, employees will have immediate access to their purchased leave from the commencement date of the Purchased Leave period. However, approval to access purchased leave is subject to operational requirements and each period requires the approval of the Chairman (or delegate).

12.92. Purchased leave must be taken within the 52 week Purchased Leave Period. Salary for unused purchased leave will be refunded at the end of the Purchased Leave Period.

Effect of Purchased Leave on Other Conditions of Service

12.93. With the exception of compensation payments, purchased leave arrangements have no effect on an employee’s conditions of service. However, where additional leave without pay is taken, resulting in more than 30 calendar days leave without pay, the leave does not count as service for any purpose.

Effect of Purchased Leave on Separation from the GBRMPA

12.94. Employees on the Purchased Leave Scheme who have accessed, but not fully paid for, their purchased leave when they cease employment with the GBRMPA, will be treated as having been “overpaid” on leaving the GBRMPA, and any monies owing will be deducted from their final monies. Where employees are moved or promoted to another APS agency, the receiving agency will be requested to continue recovery of monies.

12.95. Employees on the Purchased Leave Scheme who have purchased part of their proposed purchased leave, but have not accessed the leave for which they have paid, will be reimbursed for the amount for which they have paid, but not taken, when they leave the GBRMPA.

PORTABILITY OF ACCRUED ANNUAL LEAVE AND PERSONAL LEAVE

12.96. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee’s unused accrued Annual leave, Personal/carers leave (however described), will be recognised provided there is no break in continuity of service.

12.97. Where an employee joins the GBRMPA on or after the lodgement date from an employer staffed under the PS Act, *the Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

12.98. Prior service will be recognised for long service leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* if the break is not more than 12 months.

12.99. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head will, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

12.100. For the purposes of this clause:

- 'APS employee' has the same meaning as in the *PS Act**
- 'non-ongoing employee' includes employees employed for a specified term, duration of a specified task or duties that are irregular or intermittent.

Resignation due to the Marriage Bar

12.101. An employee who was deemed to have resigned due to the Marriage Bar and has since rejoined the APS, may have their personal leave credits at the time of resignation added to their current credits without application of the two (2) months continuity rule.

Entitlement to Accrued Credits

12.102. The entitlement to these accrued credits of leave, and any future entitlements to annual leave and personal leave, will be those prevailing in the GBRMPA.

PUBLIC HOLIDAYS

12.103. Employees will be entitled to the following public holidays:

- 12.103.1. New Year's Day (1 January)
- 12.103.2. Australia Day (26 January)
- 12.103.3. Good Friday
- 12.103.4. Easter Monday
- 12.103.5. Anzac Day (25 April)
- 12.103.6. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- 12.103.7. Christmas Day (25 December)
- 12.103.8. Boxing Day (26 December)
- 12.103.9. Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

12.104. 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.

12.105. 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.

12.106. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

12.107. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay)".

ADDITIONAL PUBLIC SERVICE DAY

12.108. The GBRMPA will observe the public service additional day (which is to be observed on the next normal working day after the Boxing Day holiday).

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

12.109. Employees from other cultural and religious backgrounds can access leave to attend important events – there is a limit of three (3) days per year. Any additional days can be approved by the General Manager.

12.110. Attending National Aboriginal and Islander Day Observance Committee (NAIDOC) ceremonies – there is a limit of three (3) days per year. Any additional days can be approved by the General Manager.

MISCELLANEOUS LEAVE

12.111. Up to an additional two (2) days paid leave may be granted by the Chairman (or delegate) per accrual year to address personal needs that cannot be dealt with outside ordinary hours and cannot be addressed through access to flextime. These matters are limited to:

- Essential travel associated with compassionate leave
- Attending to urgent health or legal appointments
- Attending urgent household matters at the employee's principal place of residence
- Repairing and moving house
- Actions in relation to the estate of a deceased member or caring for another GBRMPA employee.

12.112. An employee who is asked to provide the caring duties for a GBRMPA work colleague:

- May choose to either accept or decline the request without providing a reason
- Must complete a miscellaneous leave request application

OTHER LEAVE WITH OR WITHOUT PAY

12.113. Other leave may be granted by the Chairman (or delegate):

- For the period requested or for another period
- With or without pay
- Subject to conditions.

12.114. Where other leave is refused the Chairman (or delegate) will advise the employee in writing of the reason for the decision.

Other Leave With Pay

12.115. Other leave with pay will be granted by the Chairman (or delegate), having regard to operational requirements of the GBRMPA, for:

- Emergency purposes i.e. inability to attend work due to a genuine local emergency situation
- Disaster situations (where an employee's home or contents have been destroyed or significantly damaged by a disaster – limit of four (4) days)
- Members of emergency service organisations to assist during emergencies (e.g. cyclones, floods etc – limit of four (4) days)
- Returned soldiers for medical purposes (subject to presentation of satisfactory evidence) or
- Attending Jury Service.

Other Leave Without Pay

12.116. The Chairman (or delegate) may grant other leave without pay as outlined the GBRMPA Policy and Procedures for Leave Without Pay.

12.117. Leave without pay totalling 30 or more calendar days does not count as service for any purpose.

SECTION 13 - PERFORMANCE CULTURE

PRINCIPLE

The GBRMPA is committed to further developing a performance culture that promotes excellence, is respected by both managers and employees, and recognises and rewards employees for their contribution towards the achievement of the GBRMPA's objectives.

STRATEGIC MANAGEMENT

- 13.1. Agency performance will be planned and managed strategically through the Corporate Plan. The Corporate Plan will contain a vision statement and operate on a three year rolling planning cycle with objectives, strategies and performance indicators which will be reviewed on an annual basis. The Corporate Plan will drive the development of Annual Operating Plans for all sections and associated annual budgets, which will flow to employee performance and development agreements as part of the Performance and Development Scheme (PDS).

PERFORMANCE AND DEVELOPMENT SCHEME (PDS)

This section is to be read in conjunction with the GBRMPA Performance and Development Scheme Policy and Procedures.

Application of the GBRMPA Performance and Development Scheme

- 13.2. The GBRMPA PDS is linked to the Annual Operating Plan.
- 13.3. The Scheme provides a formal mechanism through which the GBRMPA ensures that managers are providing employees with formal guidance about their work objectives and priorities, and the performance standards expected of them; with regular, well structured feedback regarding their performance; and with timely opportunities to assess and plan to meet current and strategic learning and development needs. In addition, the Scheme provides a formal link between performance outcomes and remuneration outcomes, and measures to address underperformance.
- 13.4. All ongoing employees, and non-ongoing employees with contracts longer than 6 months, are required to participate in the GBRMPA PDS. The only exceptions are ongoing employees engaged within 3 months of the end of the performance cycle. Performance planning and assessment for these employees will be undertaken as part of their probation (see clauses 10.13 and 10.14).

LEARNING AND DEVELOPMENT

PRINCIPLE

The GBRMPA is committed to the principle of lifelong learning and recognises the importance of supporting the development of our employees to achieve their personal goals as well as the agency's vision. Individuals are encouraged to take responsibility for their ongoing development in consultation with their manager, who will provide guidance and reasonable support.

- 13.5. The GBRMPA will commit to learning and development by:
 - 13.5.1. Identifying organisational competency needs, identifying competency gaps, and putting in place a Strategic Organisational Learning and Development Plan to address organisational competency gaps

- 13.5.2. Establish individual Learning and Development Agreements, as part of the GBRMPA's Performance and Development Scheme, that identify individual learning and development requirements for performance development within the parameters of the Strategic Learning and Development Plan (corporate competency requirements) and succession management planning.

Approval to Attend Learning and Development Activities

- 13.6. Employees require formal approval to attend learning and development activities. Employees must submit a Learning and Development Proposal for all proposed learning and development activities with the exception of:
- On-the-job training/coaching/mentoring
 - Induction which is compulsory for all new employees
 - Work placements/rotations which require applications
 - Formal study assistance which requires an application under the GBRMPA's Study Assistance Policy and Procedures (see clause 13.8).
- 13.7. The Chairman (or delegate) may approve learning and development activities where:
- they address a strategic corporate requirement which is relevant to the employee's current duties and/or career development within the GBRMPA
 - it is specified in the employee's Learning and Development Agreement
 - the proposal is considered a priority in terms of organisational wide proposals.

Study Assistance

- 13.8. The Chairman (or delegate) may approve study assistance, as outlined in the GBRMPA Study Assistance Policy and Procedures, in the form of paid or unpaid leave and/or reimbursement of fees for eligible employees undertaking a course of study that is conducted or arranged by Australian universities, TAFE colleges, or any other approved institutions.

PROFESSIONAL MEMBERSHIP FOR DEVELOPMENT

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

ASSISTING PERFORMANCE

- 13.10. Employees who are experiencing difficulty in meeting the requirements of their performance agreement will be given assistance to improve their performance to the level specified in their performance agreement.
- 13.11. Where performance consistently falls below the required standard despite performance feedback and discussion, support procedures are applied to assist an employee to improve his or her performance.

The supervisor will provide an underperforming employee with a written summary of performance feedback and discussion, and a formal statement regarding the need for his or her performance to improve. The statement will specify:

- a) the acceptable standard of work
- b) how the employee's work does not meet the standard
- c) that the performance will need to improve over the next 3 months (assessment period).

The employee may provide a written response to the supervisor's summary and this response will form part of the record.

- 13.12. During the assessment period, the supervisor will assess the employee's performance on a fortnightly basis and prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the supervisor's progress report and such comment, if in writing, will form part of the record.
- 13.13. If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.
- 13.14. If at the end of the assessment period, the employee's performance fails to meet the expected standard, the supervisor, in conjunction with their Director may seek to have the employee undertake a temporary reassignment of duties to allow the Authority to assess the employee's performance in another area of the Authority. A temporary reassignment is typically 3 months.
- 13.15. If the employee has met the expected standard of performance in another area of the Authority, at the end of the assessment period, no further underperformance action will be taken. The permanent reassignment of the employee to the other area may be a consideration at the end of temporary reassignment period.
- 13.16. If however, the performance of the employee is still not at an acceptable standard, the supervisor/Director may issue a Notice of Intention to:
 - (a) reduce the employee's classification or,
 - (b) terminate the employee on the grounds of unsatisfactory performance.
- 13.17. The employee will have seven days to show cause why this action should not be taken. The Director has the discretion to extend this period in special circumstances.
- 13.18. Employees may seek the assistance of a representative of their choice at any stage of the above process. The GBRMPA Guidelines for Managing Underperformance provide further information.

SECTION 14 - REDEPLOYMENT AND REDUNDANCY

PRINCIPLE

These provisions are designed to facilitate effective career transition for potentially excess and excess employees while addressing the organisational requirements of the GBRMPA.

- These provisions recognise the need for financial security and supportive career counselling while employees seek new work.
- The GBRMPA will as far as practicable, avoid involuntary terminations and will throughout the process take all reasonable steps to redeploy a potentially excess or excess employee to a suitable vacancy at an equal classification within the GBRMPA in accordance with GBRMPA Redeployment Principles.
- There will be no change unless there is consultation with the Community and Public Sector Union and ACG when dealing with displaced staff.

APPLICATION OF THIS SECTION

14.1. The following provisions apply to all employees covered by this Agreement excluding:

- 14.1.1. An employee serving a probationary period
- 14.1.2. A non-ongoing employee.

Definitions

14.2. The following definitions apply:

Potentially excess employee	An employee will be considered potentially excess where there is a possibility or probability they will be subject to the organisational factors as defined below for an excess employee.
Notification	Where GBRMPA is aware that an employee is likely to become excess, the employee is advised accordingly.
Consultation Period	Is a period of four (4) weeks commencing from the date the Director or General Manager commences discussions with the employee regarding their potentially excess status.
Excess employee	An employee will be considered excess where: <ul style="list-style-type: none"> • The GBRMPA declares an employee excess after the four (4) week consultation period, or earlier if the employee consents • The employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the GBRMPA • The services of an employee cannot be effectively used because of technological or other changes in the work methods of the GBRMPA, or structural or other changes in the nature, extent or organisation of the functions of the GBRMPA • The duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the Chairman has determined that these provisions will apply to that employee.
Consideration Period	Is a period of four (4) weeks commencing from the date the Chairman (or delegate) declares an employee to be excess and makes that excess employee a formal offer of voluntary termination.
Salary	Includes: <ul style="list-style-type: none"> • The employee's salary on the date of termination • Temporary performance loading where the employee has received the loading for a continuous period of at least 12 months immediately preceding the date on which the employee is given a formal offer of a voluntary termination

	<ul style="list-style-type: none"> • Allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
Retention Period	<ul style="list-style-type: none"> • Six (6) months where an employee has 10 years of APS service • Three (3) months for other employees. <p>The retention period commences the day after the expiry of the consultation and consideration periods in cases where an offer of voluntary termination has been offered and rejected, and where the GBRMPA proceeds with involuntary termination.</p>

Consultation Process

14.3. When the Chairman (or delegate) is aware that an employee is likely to become potentially excess or excess, the Chairman (or delegate) will notify the employee, in writing, of the situation at the earliest practicable time, and will invite the employee to discuss their situation. The nature of discussions will depend upon whether the employee is likely to become potentially excess or excess, as this will guide the discussion in terms of proposed action. The employee will be entitled to bring a support person to the discussions.

Redeployment Process for Potentially Excess Employees

14.4. Depending upon the particular circumstances, a potentially excess employee will usually have a period of time for the GBRMPA Redeployment Principles to be applied and action taken to transfer the employee, at level, to an alternative position within the GBRMPA. Priority consideration for vacancies at level is provided to potentially excess employees. Where the employee nominates a representative they wish to be involved in this matter, the Chairman (or delegate) will hold discussions with the employee and their representative.

Redeployment

14.5. At the time the employee is identified as potentially excess, they will be offered assistance and support consistent with the GBRMPA Redeployment Principles and the APS Redeployment policy and procedures which will include:

- Advice on the redeployment and redundancy processes
- A point of contact for individual queries
- The ability to request calculations of their redundancy pay out figure
- Assistance with identifying redeployment opportunities, including referral to an approved provider of redeployment services
- Training and re-skilling assistance as per the GBRMPA redeployment principles
- Access to the Employee Assistance Program for free personal counselling.

Transition from Potentially Excess to Excess

14.6. Following the application of the GBRMPA Redeployment Principles (i.e. action taken to transfer the employee, at level, to an alternative position within the GBRMPA together with referral to the APSC Career Transition Support Centre) the GBRMPA will continually monitor the progress of redeployment action and the likelihood of the employee being placed at level. The period of time allowed for this is variable depending upon job vacancies and the skills and qualifications of the employee.

14.7. Where, following the application of the Redeployment Principles, the GBRMPA believes that the possibility of a suitable vacancy at level is unlikely, the potentially excess employee may be declared excess.

- 14.8. In some circumstances, the organisational factors as defined in clause 14.2 (excess employee) will be immediate and may not allow the employee to be regarded as potentially excess, and therefore eligible for internal redeployment. In such cases, the employee will be immediately declared as excess.

Excess Employee(s) - Consultation Period

- 14.9. Where an excess employee situation is identified the Chairman (or delegate) will:

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

- 14.10. Where 15 or more employees are likely to become excess the Chairman (or delegate) will comply with the provisions of sections 530 and 531 of the *Fair Work Act 2009*.

Voluntary Termination Offer

- 14.11. The offer must state when the Chairman (or delegate) proposes to issue the termination notice if the offer is accepted.

- 14.12. The offer should include the following information to assist the employee in their considerations:

- 14.12.1. Amount payable as termination pay, pay in lieu of notice, and accrued annual and long service leave credits.
- 14.12.2. Contact details for superannuation contribution information providers.
- 14.12.3. Taxation rules applicable to the various payments.
- 14.12.4. The availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$500.

- 14.13. Only one offer of voluntary termination will be made to an employee.

Excess Employee(s) - Consideration Period

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

- 14.15. An employee who has received an offer of voluntary termination must advise the Chairman (or delegate), in writing, before the end of the consideration period whether the employee wishes to accept or reject the offer of voluntary termination.

- 14.16. If the employee does not accept the formal offer of voluntary termination and indicates their preference for continued employment within the APS or elsewhere, the employee will be taken to have a preference to be considered for involuntary termination, and their retention period will commence in accordance with clauses 14.29. to 14.32.

Early voluntary termination option

- 14.17. Should the employee request an earlier termination date that falls within the discussion and consideration period, the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period.

- 14.18. An offer of voluntary termination to an employee who is not fit for work and not at work may be made to an employee who is excess in accordance with the excess employee circumstances outlined in clause 14.2, only where the Chairman (or delegate), having regard to the Commonwealth's potential liability, decides it is appropriate.

Voluntary Termination Process

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

Severance Pay

- 14.23. As per clause 14.9.4 an employee who is offered and accepts voluntary termination and whose employment is terminated by the Agency Head under section 29 of the PS Act on the grounds that they are excess to requirements, will be entitled to the following severance pay:
- Two (2) weeks salary for each completed continuous year of service, and a pro-rata payment for each completed continuous month of service since the last completed year of service, to a maximum of 48 weeks salary.

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

- 14.24. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part time during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

Service for Severance Pay Purposes

- 14.25. Service for severance pay purposes means:

- 14.25.1. Service in the GBRMPA.
- 14.25.2. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 14.25.3. Service with a Commonwealth body (other than service with a Joint Commonwealth - State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes.
- 14.25.4. Service with the Australian Defence Forces.
- 14.25.5. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes.
- 14.25.6. Service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

- 14.26. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- 14.26.1. 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.

- 14.26.2. The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Service Not to Count for Severance Pay Purposes

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

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

14.28. Absences from duty which do not count as service for Long Service Leave purposes will not count for severance pay purposes.

Retention Period

- 14.29. Should an employee not accept the formal offer of voluntary termination, the employee will be formally advised that the GBRMPA has commenced involuntary termination proceedings and their retention period commences on the day after the expiry of the discussion and consideration period.
- 14.30. The intention of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the retention period:
- 14.30.1. The GBRMPA will continue to provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy via the APSC Career Support Transition Centre.
 - 14.30.2. Employees will take reasonable steps to secure permanent re-assignment or placement.
- 14.31. The retention period is:
- 14.31.1. Six (6) months where an employee has 10 years APS service
 - 14.31.2. Three (3) months for other employees.

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

14.32. Where the Chairman (or delegate) determines there is insufficient productive work available to an excess employee during the retention period, the Chairman may, with the agreement of the employee, terminate his or her employment under section 29 of the *PS Act* and pay an appropriate amount if prescribed under the NES. Employees who are terminated in accordance with this clause are not entitled to severance pay as per clause 14.23.

Support during Retention Period

14.33. The following provisions will apply to employees during their retention period:

- 14.33.1. In respect of payments for outplacement services or training opportunities that would be expected to enhance employment prospects, employees at the APS1-6 levels can access up to \$3,000 and employees at the EL1 level and above can access up to \$5,000.
- 14.33.2. Employees may, on request, seek to use the above assistance to meet reasonable travel costs and incidental expenses incurred while seeking alternative employment.

Reduction in Classification

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

Leave during the Retention Period

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

Involuntary Termination

14.36. If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, his or her employment will be terminated under section 29 of the PS Act.

14.37. Where an excess employee's employment is to be terminated the employee will be given 4 weeks notice of termination (or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

14.38. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.

14.39. In deciding whether to terminate an excess employee, the Chairman (or delegate) will take account of any re-assignment process that may be in progress.

14.40. An excess employee may consent to involuntary termination during the retention period.

SECTION 15 - TERMINATION OF EMPLOYMENT

- 15.1. The Chairman (or delegate) has the power to terminate an employee's employment under section 29 of the PS Act. Termination of employment will be in accordance with the *Fair Work Act 2009*.

Note: Termination decisions may not occur without the relevant documentation being examined and approved by the Director – Legal Services.

- 15.2. The procedures cited in Procedures Regarding Termination of Employment (see Appendix 1) must be followed when termination decisions are being considered.

- 15.3. Further guidance may be found in:

- The GBRMPA's Policy and Procedures for Termination of Employment
- The GBRMPA's Policy and Procedures for Improving Poor Performance
- The GBRMPA's Policy and Procedures for Managing Breaches of the APS Code of Conduct.

SECTION 16 - OTHER BENEFITS

REMOTE LOCALITY BENEFITS

PRINCIPLE

Remote Locality Benefits are to recognise the climatic conditions and the lack of access to services in remote localities due to the geographical isolation.

Dependant Remote Locality Allowance

- 16.1. Ongoing employees with dependants, working outside a capital city, will receive a Dependant Remote Locality Allowance of \$1,900 per annum where their partner is not an APS employee claiming a dependant remote locality allowance (or similar).

Note: This allowance is not subject to the annual increases in the life of this Agreement.

Emergency or Compassionate Fares

- 16.2. Where a close relative of an ongoing employee, working outside a capital city, dies or is critically ill (where there is a well founded expectation of imminent death on medical advice), and the employee or his/her spouse travels to visit the critically ill person or attend the funeral, the Chairman (or delegate) may authorise the reimbursement of the cost of an one (1) economy airfare in respect to travel within Australia. Reimbursement will not occur where there has been previous reimbursement of an airfare in relation to the matter.
- 16.3. The Chairman (or delegate) will not authorise reimbursement unless the employee submits a death certificate, a funeral notice or a statement from a registered medical practitioner who has been treating the close relative, stating the close relative is, or for the period in the statement was, critically ill.

Reimbursement of Transport Costs for Specialist Medical Treatment

- 16.4. Where an ongoing employee working outside a capital city, or a dependant of the employee who resides with the employee, is required to travel for specialist medical treatment, the Chairman (or delegate) will authorise the reimbursement of the cost of reasonable return transport for the person requiring specialist medical treatment.
- 16.5. Where circumstances prevent the person receiving the treatment from returning home on the same day, the Chairman (or delegate) will authorise the reimbursement of reasonable costs incurred for accommodation.
- 16.6. The Chairman (or delegate) will only authorise reimbursement where the employee submits a statement from a registered medical practitioner stating the nature of the medical problem and certifying that the travel for specialist medical treatment was necessary. Any assistance provided by the GBRMPA will take into account any assistance provided by private health care, the public health care system and/or community schemes.

LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

- 16.7. Where loss or damage occurs to clothing or personal effects in the course of an employee's work, other than due to negligence on the behalf of the employee, the Chairman (or delegate) may provide assistance in terms of replacement cost taking into account:
- 16.7.1. The age of the item.
- 16.7.2. Any other assistance available through insurance.

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

EXTRA DEPENDANT CARE COSTS

16.9. In recognition of dependent care responsibilities, the Chairman (or delegate) may, subject to the presentation of receipts, authorise reimbursement of reasonable expenses arising from additional dependent care arrangements which are necessary because:

16.9.1. The employee is required to travel for business purposes or

16.9.2. The employee is required by the General Manager to attend a meeting outside the band of hours.

16.10. Reimbursement must be approved in writing by the Chairman (or delegate) prior to business travel or meeting attendance.

MATURE AGE WORKERS' BENEFITS

Financial Advice Assistance

16.11. Employees over 50 years will be eligible for payment up to the value of \$500 towards obtaining independent financial advice.

SABBATICAL LEAVE (DEFERRED SALARY SCHEME)

PRINCIPLE

Sabbatical leave provides the GBRMPA employees with flexible working arrangements that provide the opportunity to undertake up to 12 months leave for a broad range of activities, including professional development, travel and transition to retirement. Policy and Procedures will be developed during the life of the Agreement.

16.12. Staff may apply to have their salary payments deferred in accordance with the provisions of this clause.

Eligibility

16.13. Full time and part-time on-going staff employed by the GBRMPA for a minimum of two (2) years of continuous service and are over the age of 45 years are eligible to apply.

16.14. The approval of participation in the Sabbatical Leave arrangements will be at the sole discretion of the Chairman (or delegate).

Period of Leave

16.15. The period of leave will be for 12 months, from 1 February to 31 January of the subsequent year.

16.16. Participants will not be able to return to GBRMPA during the 12 month leave period.

16.17. Should alternative employment be sought during the year of leave, the employee is required to advise the GBRMPA as soon as is practicable.

16.18. A participant may defer the taking of leave under this clause by agreement with the GBRMPA. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, see clauses 16.25. to 16.27.

Payment of Salary

- 16.19. The sabbatical leave is funded by the staff member who defers the payment of salary by reducing his or her normal annual wage or salary by 20% and taking the sabbatical leave in the fifth year. The staff member continues to work the normal agreed hours.
- 16.20. During the four-year accrual period, participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as an employee's normal fortnightly salary plus any associated allowances.
- 16.21. In the fifth year, when leave is taken, the participants will receive the money contributed over the four-year period. This amount will be paid fortnightly.
- 16.22. The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). Prior to entering into this arrangement, prospective participants are strongly encouraged to discuss taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.
- 16.23. Interest will not be paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds.
- 16.24. The year of leave (the fifth year) will be considered as leave without pay and will not be taken into account in calculating the period of service for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of service.

Suspension of Contributions

- 16.25. Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- 16.26. A participant may elect to suspend contributions for a period of less than 12 months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- 16.27. The GBRMPA retains the discretionary authority to approve suspension for a period of 12 months at the request of the participant. Such a suspension will extend the taking of the sabbatical leave by 12 months.

Withdrawal

- 16.28. Participants may withdraw from the scheme at any time by writing notice to the GBRMPA.
- 16.29. The exact money paid into the scheme less applicable taxes will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- 16.30. The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may therefore apply. Participants are strongly encouraged to discuss these taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.
- 16.31. Where a participant's service is terminated by the participant's death, the participant's entitlement under this clause vests in the participant's personal representative.

Long Service Leave, Sick Leave and Increment Entitlements

- 16.32. A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period, i.e. leave without pay status.

16.33. If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will be deferred and may be taken in the fifth year of the scheme.

16.34. A participant who has sick leave credits and has need of sick leave during the first four years will be paid at 80% of the normal salary.

Workers' Compensation

16.35. Employees in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary.

16.36. Any period of suspension due to workers' compensation shall be undertaken in accordance with clause 12.25.

16.37. During the fifth year, the year of leave, the participant is not covered by workers' compensation.

Superannuation

16.38. Contributions are based on 100% of the participant's normal salary over the first four (4) years only.

SECTION 17 – CLASSIFICATION STRUCTURE AND SALARY RATES

17.1 GBRMPA CLASSIFICATION STRUCTURE AND SALARY RATES

GBRMPA Local Designation	APS Classification	Pay Point	Rates – to be advised	Rates 1.07.2012	Rates 1.07.2013
			3.00%	3.00%	3.00%
			\$	\$	\$
GBRMPA Level 1	APS Level 1	APS 1.1	32,963	33,951	34,970
		APS 1.2	37,620	38,748	39,911
		APS 1.3	41,790	43,043	44,335
		APS 1.4	45,959	47,338	48,758
		Perform Point	46,819	48,224	49,671
	APS Level 2	APS 2.1	47,006	48,417	49,869
		APS 2.2	48,626	50,085	51,588
		APS 2.3	50,249	51,757	53,309
		APS 2.4	51,869	53,425	55,028
		Perform. Point	52,839	54,424	56,057
GBRMPA Level 2	APS Level 3	APS 3.1	53,213	54,810	56,454
		APS 3.2	54,535	56,171	57,856
		APS 3.3	55,862	57,538	59,264
		APS 3.4	57,248	58,965	60,734
		Perform. Point	58,319	60,069	61,871
	APS Level 4	APS 4.1	59,039	60,810	62,634
		APS 4.2	61,530	63,376	65,278
		APS 4.3	62,365	64,236	66,163
		APS 4.4	63,903	65,820	67,795
		Perform. Point	65,099	67,052	69,063
GBRMPA Level 3	APS Level 5	APS 5.1	65,583	67,551	69,577
		APS 5.2	67,269	69,287	71,366
		APS 5.3	68,955	71,024	73,154
		APS 5.4	70,646	72,765	74,948
		Perform. Point	71,967	74,126	76,350
	APS Level 6	APS 6.1	72,345	74,516	76,751
		APS 6.2	74,262	76,490	78,785
		APS 6.3	77,879	80,215	82,621
		APS 6.4	80,803	83,227	85,723
		Perform. Point	82,314	84,784	87,327
	Executive Level 1	Exec 1.1	90,446	93,160	95,955
		Exec 1.2	92,737	95,519	98,384
		Exec 1.3	95,023	97,873	100,810
		Exec 1.4	97,310	100,230	103,236
		Perform Point	99,131	102,105	105,169
	Executive Level 2	Exec 2.1	105,928	109,106	112,379
		Exec 2.2	111,282	114,620	118,059
		Exec 2.3	115,067	118,519	122,075
		Exec 2.4	118,953	122,522	126,198
		Exec 2.5	122,879	126,565	130,362
	Perform. Point	125,178	128,933	132,801	

17.2 GBRMPA GRADUATES STRUCTURE AND SALARY RATES

GBRMPA Local Designation	APS Classification	Pay Point	Rates – to be advised	Rates 1.07.2012	Rates 1.07.2013
			3.00%	3.00%	3.00%
			\$	\$	\$
GBRMPA Graduate	APS Level 3	APS 3.1	53,214	54,810	56,455
		APS 3.2	57,247	58,965	60,734
	APS Level 4	APS 4.1	61,530	63,376	65,277
		APS 4.2	65,099	67,052	69,064

17.3 GBRMPA LEGAL OFFICERS STRUCTURE AND SALARY RATES

GBRMPA LEGAL OFFICERS CLASSIFICATIONS PAY RATES

GBRMPA Local Designation	APS Levels	Pay Point	Rates – to be advised	Rates 1.07.2012	Rates 1.07.2013	
			3.00%	3.00%	3.00%	
			\$	\$	\$	
GBRMPA Legal Officer Structure	APS Level 3	LO1.1	53,992	55,612	57,280	
	APS Level 4	LO1.2	63,247	65,144	67,099	
	APS Level 5	LO1.3	66,401	68,393	70,445	
		LO1.4	70,446	72,559	74,736	
	APS Level 6	LO1.5	76,978	79,287	81,666	
		LO1.6	83,666	86,176	88,761	
	Executive Level 1		SLO1.1	94,929	97,777	100,710
			SLO1.2	100,430	103,443	106,546
			SLO1.3	108,465	111,719	115,070
			SLO1.4	115,070	118,522	122,078
	Executive Level 2		PLO1.1	122,079	125,741	129,513
			PLO1.2	125,745	129,517	133,403
			PLO1.3	132,960	136,949	141,057

Summary Of Allowances 21 July 2011

Allowance Name	Clause	Rates – to be advised	Rates 1.07.2012	Rates 1.07.2013
		3.0%	3.0%	3.0%
		\$	\$	\$
Restriction Allowance - non executive level	11.43	8.50%	8.50%	8.50%
Restriction Allowance - executive level	11.46	16.22	16.71	17.21
On Call Shipping Incident Response Coordinator	11.47	227.12	233.93	240.95
Dive Allowance	11.50	22.81	23.50	24.20
First Aid Officer Allowance	11.51	16.58	17.08	17.59
Emergency Response Officer Allowance	11.52	16.58	17.08	17.59
Chief Emergency Response Officer Allowance	11.53	21.54	22.18	22.85
OH&S Representative Allowance	11.54	16.58	17.08	17.59
Overnight Accommodation Allowance	11.55.1	50.00	51.50	53.05
Camping Allowance	11.55.2	50.00	51.50	53.05
At Sea Allowance	11.55.3	50.00	51.50	53.05
Christmas Shut Down Working Allowance	11.59	100.00	103.00	106.09
Healthy Lifestyle Allowance	11.57	150.00	150.00	150.00

FORMAL ACCEPTANCE OF THIS AGREEMENT

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

By signing below the parties to the agreement signify their Agreement to the terms of the Great Barrier Reef Marine Park Authority Enterprise Agreement 2011 - 2014.

On behalf of the Minister for Sustainability, Environment, Water, Population and Communities

Russell Reichelt
Chairman, Great Barrier Reef Marine Park Authority

Dated

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

Nicole Robbins
Bargaining Representative

_____ Dated

Margaret Stokes
Bargaining Representative

_____ Dated

Michael Shanahan
Bargaining Representative

_____ Dated

Althea Harding
Bargaining Representative

_____ Dated

Adam Smith
Bargaining Representative

_____ Dated

Sue Creece
Bargaining Representative

_____ Dated

Phil Laycock
Bargaining Representative

_____ Dated

Fred Nucifora
Bargaining Representative

_____ Dated

Chris Briggs
Bargaining Representative

_____ Dated

Jameelie Fletchett
Bargaining Representative

_____ Dated

John Mackay
Bargaining Representative

_____ Dated

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

Alistair Waters
CPSU Deputy National President

Dated _____

Appendix 1

PROCEDURES REGARDING TERMINATION OF EMPLOYMENT

Instruction:

Before any action is taken to dismiss any GBRMPA employee (whether engaged on a permanent full-time, permanent part-time, casual, probationary or fixed-term basis) the staff member proposing dismissal must forward a Chairman brief, which includes responses to the following questions, to the Chairman, the relevant General Manager and Director of Legal Services.

A Chairman brief is not required in respect of employees engaged on a fixed-term contract where the term of the contract is about to expire.

- What is the position of the employee and are they engaged on a full-time, part-time, fixed-term (temporary) or casual basis?
- What is the employee's date of commencement of employment?
- Is the employee still within their probation period?
- What classification/s and period/s of leave has the employee undertaken during their employment with the GBRMPA?
- What is the reason for the proposed dismissal, for example:
 - Is dismissal being proposed as a result of poor performance or lack of ability; or
 - Is dismissal being proposed for conduct-related reasons (including serious misconduct)?
- What support has been offered to the employee during their employment, for example remedial training, counselling, adjustments to the position?
- Has procedural fairness been afforded to the employee? That is, has the employee been notified of unsatisfactory performance or conduct and has the employee had sufficient opportunity to respond?
- What previous verbal and written warnings has the employee received and have these been documented?
- What performance standards were used to assess performance and what are the results of that assessment (please attach relevant documentation such as probation report; annual performance and development scheme (PDS) and assessment form; other performance objectives)?
- Are there any grounds on which the employee could argue that the reasons for termination are based on unlawful grounds? Unlawful grounds include:
 - Any discriminatory reason such as age, race, disability, family responsibilities;
 - Temporary absences from work because of illness or injury;
 - Union membership or participation in union activities;
 - Absence from work during maternity or other parental leave;
 - The filing of a complaint against an employer involving alleged violation of laws or regulations.

Reference materials:

- *Fair Work Act 2009;*
- *Public Service Act 1999;*
- *GBRMPA Certified Agreement 2006 – 2009;*
- *GBRMPA Guidelines for Probation;*
- *GBRMPA Performance Management Scheme Guidelines;*
- *GBRMPA Guidelines for Managing Under-Performance;*
- *GBRMPA Guidelines for Termination of Employment;*
- *GBRMPA Guidelines for Managing Breaches of the Australian Public Service Code of Conduct.*

This instruction is NOT intended to discourage proper performance management processes, including appropriate disciplinary action, within the GBRMPA. Rather it is to provide support for staff involved in performance management processes.