



Australian Government



**AUSTRALIAN INSTITUTE
OF MARINE SCIENCE**

AIMS ENTERPRISE AGREEMENT 2012 - 2015



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PART A – FORMAL AGREEMENT MATTERS

1. TITLE

This Agreement shall be known as the Australian Institute of Marine Science (**AIMS**) Enterprise Agreement 2012– 2015.

2. DATE OF OPERATION & DURATION

This Agreement will come into effect on the first day of July 2012 if approved by FWA on this date. If the Agreement is not approved by this date it will be effective from the date of approval. The nominal expiry date of this Agreement is 30 June 2015.

3. NO EXTRA CLAIMS

- 3.1 This Agreement is in full and final settlement of all logs of claims served on AIMS up to and including the commencement date of operation of this Agreement.
- 3.2 It is agreed by the parties and the Staff Members that, up to the nominal expiry date of this Agreement, the parties will not pursue or make any extra claims for wage rises or improvements in conditions of employment except where authorised by and procedurally consistent with the terms of this Agreement.

4. PARTIES COVERED

This Agreement is made under section 172 of the *Fair Work Act 2009 (Cth)*. In accordance with section 53 of the *Fair Work Act 2009 (Cth)*, this Agreement covers:

- (i) all Staff Members whose employment is, at any time when the Agreement is in operation, covered by this Agreement; and
- (ii) the following Unions if FWA notes in its decision to approve this Agreement that it covers that particular Union:
 - Community and Public Sector Union (**CPSU**); and
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AMWU**).

5. SCOPE OF AGREEMENT

This Agreement applies to AIMS staff members who are classified at the AOF level 1 to AOF level 7. It also applies to AIMS AOF level 8 employees who are designated as specialists by the CEO for the purpose of this agreement.

6. INTERPRETATION & DEFINITIONS

6.1 Interpretation

The following rules apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) **Headings** are for convenience only and do not affect interpretation.
- (c) A **gender** includes all genders.
- (d) If a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (f) A reference to a **Clause** or **Schedule** is a reference to a clause or a schedule to this Agreement.

- (g) A reference to an **agreement** or **document** is to the agreement or document as amended, varied, supplemented, novated or replaced from time to time, except to the extent prohibited by this Agreement.
- (h) A reference to a **party** to this Agreement or another agreement or document includes the party's successors, permitted substitutes and assigns (and, if applicable, the party's legal personal representatives).
- (i) A reference to an **Act** or **legislation** or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to **conduct** includes, without limitation, an omission, statement and undertaking, whether or not in writing.
- (k) Without limiting sub-clause (g), a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement whether or not in writing and a reference to a **document** includes an agreement (as so defined) in writing, and any certificate, notice, instrument or document of any kind.
- (l) A reference to an **AIMS' Policy or Procedure** in this Agreement does not infer that the policy or procedure forms part of this Agreement. Unless and to the extent expressly stated otherwise, all such references shall be for information purposes only.
- (m) At the end of some clauses in this Agreement is the notation '**Refer**', '**Reference**' or '**Notes**'. The inclusion of these words is for information purposes only. Neither the notation nor the matters or instruments referred in the notation form part of this Agreement and nor do they affect interpretation or meaning.

6.2 Definitions

The following interpretations and/or definitions will apply:

“Action” is a process or act and includes a refusal or failure to act.

“Agreement” means the Australian Institute of Marine Science Enterprise Agreement 2012 – 2015 and includes any schedules, annexures, appendices and exhibits.

“AIMS” means the Australian Institute of Marine Science a body corporate established under the *Australian Institute of Marine Science Act 1972 (Cth)*.

“APS” means the Australian Public Service.

“Authorised Person” means an AIMS' Staff Member having express authority under the AIMS' Authorisations Manual (or equivalent).

“Calendar Days” means any day of a calendar year and without limitation includes Public Holidays, weekends and stand down days.

“Casual Employee” means Staff employed for short periods on an irregular, intermittent, or ad hoc basis who are not Temporary Employees.

“CEO” means the Chief Executive Officer of AIMS or Authorised Person acting on their behalf.

“Close Relative” has the meaning given to it in clause 40.5.

“Commonwealth” means the Commonwealth of Australia;

“Consultation” and **“Consult”** mean: provide on a timely basis, wherever possible, all relevant information to Staff about impending changes, decisions or other issues that will impact on them, so that they are able to:

- meaningfully participate in debate;
- be involved in the decision-making processes, taking into account the views expressed by Staff and their Recognised Representatives; and/or

- explain the decisions that have been made including how the views expressed by Staff and their Recognised Representatives were taken into account.

“**Council**” means the AIMS’ Council as defined under the *AIMS Act 1972 (Cth)*.

“**Dependant**” means a person wholly reliant on the Staff Member as the primary source of income.

“**Determinations**” means a written decision made under an Act by an administrative or regulatory authority.

“**External merit selection process**” means a merit selection process that is open to both external and internal candidates to AIMS.

“**FWA**” or “**Fair Work Australia**” means the body established by section 575 of the *Fair Work Act 2009 (Cth)*

“**Field Duties**” in relation to a Staff Member means work during which the Staff Member is required to live without daily access to their usual home address and is required to undertake work outdoors in often uncomfortable conditions, for example mangroves, coral reefs, or at sea.

“**Flexibility**” means an individual flexibility arrangement varying the application and effect of this Agreement in relation to the Staff Member in the manner specified in the individual flexibility arrangement in order to meet the genuine needs of the Staff Member.

“**Immediate Family**” means the following members of a Staff Member’s family:

- (a) a spouse (which term shall include a former spouse), de facto partner (which term shall include a former de facto partner), a child (which term shall include an adult child, adopted child, a fostered child or a stepchild) and a parent, grandparent, grandchild or sibling of the Staff Member or the Staff Member’s spouse or de facto partner;
- (b) a person who has a Strong Affinity with the Staff Member;
- (c) anyone lawfully entrusted to the Staff Member’s care; and
- (d) or a person who is related by blood or marriage, adoption, fostering or traditional kinship.

“**Immediate Supervisor**” means the person the Staff Member routinely reports to regarding work arrangements and their Annual Performance Agreement (**APA**).

“**JCC**” means the AIMS’ Joint Consultative Committee which comprises Staff representatives including Unions, and an equal number from AIMS’ management.

“**LWOP NTCAS**” means leave without pay not to count as service.

“**Level**” means one of the eight (8) salary ranges set out in Schedule I of this Agreement.

“**NES**” or “**National Employment Standards**” are minimum standards applying to employment of employees.

“**Officer**” For the purposes of this Agreement means Staff employed for periods longer than twelve (12) months excluding the CEO.

“**Ordinary Hours of Duty**” means 8:00 am to 4:40 pm (36 hours 45 minutes per week excluding a Staff Member’s stand down day, weekends and Public Holidays unless specified otherwise in any particular clause) for full-time Staff or the nominated attendance hours for Part Time Staff.

“**Ordinary Hours**” means the hours of attendance that a Staff Member usually works.

“**Overtime Duty**” has the meaning given in clause 37.1.1;

“**Part Time Staff**” means a Staff Member who works for longer than twelve (12) months and:

- works less than the Ordinary Hours of Duty of 73 hours 30 minutes each fortnight
- has specified hours of work; and
- receives on a pro rata basis, equivalent pay and conditions to those of full-time Staff of equivalent pay level.

“**Public Holiday**” has the meaning given in clause 71;

“Recognised Representative” is a person appointed to represent a Staff Member or Members and may include another Staff Member, Union official or any other person appointed in writing.

“Reward Review Committee” is the committee appointed by the CEO to make recommendations to the CEO either to approve or deny cases for reward in accordance with the applicable AIMS’ Policy and Procedure.

“Shift Worker” means a Staff Member who is rostered to perform and performs Ordinary Hours of Duty on an alternating or rotating shift, any part of which falls between the hours of 6.00pm and 8.00am for a continuous period exceeding four (4) weeks.

“Staff” or **“Staff Member”** means full-time and part-time Officers, temporary employees and casual employees (whether part-time or full-time) of AIMS excluding the CEO.

“Strong Affinity” means a demonstrated close association or relationship without discrimination as to sexual preference and can include circumstances where the parties reside in separate dwellings.

“Temporary Employee” means Staff employed for short periods (being less than twelve (12) months) fixed basis who are not Casual Employees.

“Union” means any registered employee association as defined by the *Fair Work Act 2009 (Cth)* which is a party to this Agreement.

“Visitor” means a person who is not a Staff Member and means the following persons visiting AIMS approved in accordance with the AIMS’ Visitor Registration Form and any other applicable AIMS’ Policy or Procedure:

- volunteer;
- visiting scientist;
- collaborator;
- contractor;
- student (including work experience)

“Workplace Delegate” is a Staff Member who is a member of a Union and is elected by other members of that Union to represent Staff at the workplace.

7. CONTEXT OF THIS AGREEMENT

7.1 This Agreement supports the strategic directions delivered through the AIMS’ Research Plan current at the time this Agreement is entered into.

7.2 The following key elements underpin all provisions in this Agreement:

- Attracting, retaining, rewarding and motivating the right mix of highly skilled, outcome - focused and team-oriented people;
- Encouraging development, learning and growth;
- Celebrating outstanding contributions by individuals and teams through meaningful awards and rewards;
- Providing competitive salaries that recognise Staff Members’ contributions and achievements;
- Providing a healthy and safe working environment;
- Treating people equitably and with respect;
 - Encouraging and fostering effective communication processes and productive work relationships; and
- Facilitating a realistic balance between work and personal responsibilities.

7.3 AIMS and its Staff agree that nominated Team Leaders/Service Group Managers/Supervisors carry a major responsibility for effective people management at AIMS.

7.4 AIMS and its Staff agree that Staff Members have a responsibility for self-management, understand

the consequences of their Actions, appreciate their effective contribution to performance and the importance of operating as a team.

- 7.5 Workplace health and safety will be paramount to the operations and activities of AIMS whilst maintaining low environmental impact and planning continuous improvement initiatives.
- 7.6 Consistent with AIMS' Code of Conduct, all Staff Members are expected to perform their duties with professionalism and integrity and behave at all times in a manner that maintains and enhances the reputation of AIMS. This includes observation of relevant Acts and determinations and compliance with AIMS' Policies and Procedures, instructions and directions.

8. RENEWAL OF AGREEMENT

The parties agree to commence negotiations for a new enterprise agreement at least six (6) months before the nominal expiry date of this Agreement.

9. CHANGES TO THE AGREEMENT

Any amendments, variations, replacement, supplement, novation or other change to this Agreement must be made in accordance with the provisions of the Fair Work Act 2009.

10. AWARD MODERNISATION

During the life of this Agreement the AIMS Award 2001 will go through the 'award modernisation process'. If any term of a Modern Award that specifically refers to AIMS provides benefits greater than what is contained in this Agreement the change(s) will be implemented in the next Agreement.

11. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES CONCERNING MATTERS COVERED BY THIS AGREEMENT

11.1 Dispute Resolution Term

11.1.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

This term sets out procedures to settle the dispute.

11.1.2 A Staff Member who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

11.1.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Staff Member or Staff Members and relevant Supervisors and/or management.

11.1.4 Throughout all discussions to resolve the dispute the parties will act in good faith.

11.1.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

11.1.6 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available

to it under the *Fair Work Act 2009 (Cth)*.

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 *Fair Work Act 2009 (Cth)*. Therefore, an appeal may be made against the decision.

- 11.1.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) a Staff Member 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; and
 - (b) a Staff Member must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Staff Member to perform; or
 - (iv) there are other reasonable grounds for the Staff Member to refuse to comply with the direction.
- 11.1.8 Any disputes arising under a previous collective or enterprise agreement, or the National Employment Standard, that are unresolved at the date of commencement of this Agreement will be progressed under the dispute resolution procedures in this Agreement.
- 11.1.9 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

Policies and Guidelines subject to Dispute Resolution Process

The operation of this Agreement is supported by policies, procedures, and guidelines that as amended from time to time, will continue to apply to all employees. These policies and guidelines provide employees and managers with a more comprehensive understanding of provisions and conditions relating to their employment and responsibilities as employees and managers.

- (a) 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.
- (b) Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Resolution procedures of this Agreement.
- (c) Guidelines, policies and procedures shall be published on the AIMS intranet.

12. 2001 AWARD NOT TO APPLY

The parties affirm that the AIMS Award 2001 does not form part of this Agreement.

13 CONSULTATION PROCEDURE

13.1 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Staff of the enterprise;

13.2 The employer must notify the relevant Staff Members and their nominated representatives of the decision to introduce the major change.

- 13.3 The relevant Staff Members may appoint a representative for the purposes of the procedures in this term if:
- (a) a relevant Staff Member appoints, or relevant Staff Members appoint, a representative for the purposes of consultation; and
 - (b) the Staff Member or Staff Members advise the employer of the identity of the representative; The employer must recognise the representative.
- 13.4 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant Staff and nominated representatives:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Staff; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Staff; and
 - (b) for the purposes of the discussion provide, in writing, to the relevant Staff:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Staff; and
 - (iii) any other matters likely to affect the Staff.
- 13.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Staff.
- 13.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Staff and nominated representatives.
- 13.7 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses (2), (3) and (4) are taken not to apply.
- 13.8 For the purposes of this clause, a major change is **likely to have a significant effect on Staff** if it results in:
- (a) the termination of the employment of Staff Members; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of Staff; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Staff; or
 - (f) the need to relocate Staff to another workplace; or
 - (g) the restructuring of jobs.
- 13.9 In this clause, **relevant Staff Members** means the Staff who may be affected by the major change.

14. FORMAL ACCEPTANCE OF THIS AGREEMENT

- 14.1 This Agreement is made and approved under section 54 of the *Fair Work Act 2009 (Cth)*.
- 14.2 Formal acceptance and agreement to the terms and conditions of this Agreement shall be signified by the execution of this Agreement by the representative parties in Part J.

PART B – APPOINTMENT AND EMPLOYMENT

15. ANTI DISCRIMINATION

- (i) AIMS' considers workplace bullying, discrimination, sexual harassment and vilification as unacceptable behaviour and will not tolerate it under any circumstances. Accordingly, the parties are committed to developing and maintaining a culture in which unlawful discriminatory policies and practices are not tolerated. This commitment is reflected in AIMS' Code of Conduct and is consistent with AIMS' obligations under antidiscrimination legislation.
- (ii) The parties covered by this Agreement will seek to prevent and eliminate unlawful discrimination on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, relationship or marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or industrial affiliation.
- (iii) Every endeavour will be made to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause affects:

- treatment exempted under Commonwealth anti-discrimination legislation;
- payment of junior rates of pay;
- the right to pursue matters in any state or federal jurisdiction, in/through the Australian Human Rights Commission; or
- any exemptions permitted by the *Fair Work Act 2009(Cth)*.

(Reference: See AIMS' Workplace Bullying, Discrimination, Harassment and Vilification Policy and Procedures for more details.)

16. CASUAL EMPLOYMENT

- 16.1 (a) A Casual Employee shall be paid for work performed within the Ordinary Hours of Duty at an hourly rate based on the appropriate salary taken from the most applicable classification level prescribed in Schedule 2 .
- (b) In calculating the hourly rate, a loading will be paid to Casual Employees in recognition that they do not have access to certain entitlements. The loading will apply as follows:
- (i) For work performed Monday to Friday the hourly rate is:
 - the hourly rate applicable to their AOF level plus 20% loading
 - (ii) For work performed on a Saturday:
 - the hourly rate applicable to their AOF level plus a 50% loading
 - (iii) For work performed on a Sunday:
 - the hourly rate applicable to their AOF level plus 100% loading
 - (iv) For work performed on a Public Holiday:
 - the hourly rate applicable plus a 150% loading

16.2 Casual Employees are entitled to unpaid Carers Leave and Compassionate Leave.

(Reference: See clause 63 Personal/Carers Leave for definitions of the above terms.)

16.3 Casual Employees are not entitled to the following:

- paid leave, except Long Service Leave;
- paid Public Holidays unless duty is actually performed on the Public Holiday; and
- allowances, unless expressly provided for elsewhere in this Agreement.

17. CLASSIFICATION STANDARDS

- (a) AIMS' classification system spans eight (8) levels, known as AOF (AIMS Officer) levels.
- (b) There are Classification Level Descriptors assigned to each AOF level which describe in generic terms the standard of work required at each level and which the parties agree are needed in order to make the standards practical. The details applicable to each AOF level are provided in the AIMS' Work Classification Standards.
- (c) Each AOF level has a salary range associated with it. The salaries that apply to each level are varied as specified in this Agreement.

Refer: Schedule 1: Function-based work classification standards. For further information refer AIMS' Policy and Procedure: *APA Classification Guidelines*; and

Schedule 2: Remuneration Arrangements.

18. FITNESS FOR WORK

18.1 Fitness for Work

- (a) AIMS is responsible for taking all reasonably practicable steps to protect the health and safety of all Staff and third parties (including Visitors) acting for, on behalf of, or at the direction of AIMS. In fulfilling this responsibility AIMS must ensure that Staff are Fit for Work.
- (b) **Fitness or Fit for Work** for the purposes of clause 18 means that an individual is in a state (medically, physically and psychologically) to perform work tasks assigned to them competently and in a manner which does not compromise the safety or health of themselves or others.
- (c) An individual's Fitness for Work may be impaired by a variety of factors including fatigue, psychosocial factors or the effects of alcohol and drugs (including prescription, non-prescription and illicit drugs).

18.2 Medical Assessment

- (a) The primary purpose for medical assessments, examinations and reports (**Medical Assessments**) conducted at AIMS is to either establish or confirm that an individual is Fit for Work and to ensure health and safety of Staff. To these ends AIMS may require a Staff Member to have a Medical Assessment upon giving reasonable notice.
- (b) Any Medical Assessment must take into consideration the work environment, work factors, tasks to be performed by the Staff Member and access to primary medical care.
- (c) Medical assessments may be required in the following circumstances:-
 - Fitness for Work Medical Assessments including clearance to return to work;
 - Additional Medical Assessments specific to the nature of work intended (e.g. dive medical, offshore / remote area work);
 - Effective Return to Work / Alternative Duties Medical Assessment to ensure that any injury, illness or medical condition has been duly assessed in consideration of available alternative duties or a graduated return to work program ;
 - Oral testing for alcohol and/or drugs in accordance with Australian Standards.

18.3 Fatigue – may be caused by a number of factors arising from both work and non-work related factors including hours of work, nature of work, environmental conditions, stress, hours and quality of sleep, lifestyle and health conditions. Staff Members are to plan workplace activities to minimize the risk of fatigue.

18.4 Psychosocial Factors – are conditions which lead to stress at work and associated health and safety problems. Psychosocial hazards can constitute a psychiatric, psychological and / or physical

risk and as such actions should be identified as early as possible, reported and well managed.

Examples include bullying, harassment, violence, work overload and other workplace factors that increase the risk of workers having a stress response.

As a precaution, an Employee Assistance Program is provided to ensure access to counsellors.

(Refer: Clause 73 Employee Assistance Program.)

18.5 Drugs and Alcohol – To ensure that AIMS provides a safe workplace, AIMS shall, as far as reasonably practicable ensure that Staff Members are not working under the influence of drugs or alcohol.

A Staff Member who returns a positive oral confirmatory test or blood alcohol level equal to or greater than 0.05% shall be regarded as under the influence of drugs and / or alcohol and not Fit for Work. A refusal to undertake a test for drugs and alcohol will be deemed as a positive result.

If a Staff Member is found to be under the influence of drugs and / or alcohol while at work, they will be excluded from undertaking work until a clear sample is returned. Furthermore, the person may be subject to disciplinary action in accordance with the applicable AIMS' Policy and Procedure.

(Note: A person may have a blood alcohol content equal to or greater than 0.05% if associated with an official work function sanctioned under the AIMS Fitness for Work, Drugs and Alcohol Procedure. However no work is permitted with a blood alcohol content equal to or greater than 0.05 %).

18.6 Cooperation by Staff – AIMS' Staff are required to co-operate with AIMS to ensure that all reasonably practicable steps are taken to protect the health and safety of all persons. Staff shall cooperate in being Fit for Work and notify AIMS via their Immediate Supervisor if they are not fit to safely undertake full duties. This may include short-term situations such as fatigue or a medical condition such as hypothermia, hyperthermia or dehydration.

Staff may be required to participate in a return to work or rehabilitation program or present a Fit for Work medical certificate to ensure the workplace health and safety of the Staff Member or others at the workplace.

18.7 Work related incidents, illnesses and injuries – To enable effective rehabilitation and reduce risk, all work- related injuries and illnesses must be reported to the Staff Member's Immediate Supervisor and the AIMS' Health Safety Environment (HSE) Coordinator within 24 hours of the incident occurring (or becoming aware of such an injury or illness). Such notification must be in accordance with AIMS incident notification procedures.

(Reference: AIMS' Fitness for Work, Drugs and Alcohol Procedures)

19. PROBATION

19.1 The CEO shall notify the duration of the probationary period to be served when making an offer of appointment to a Staff Member. The maximum probation period will be six (6) months.

19.2 The services of a Staff Member appointed on probation may be dispensed with by the CEO at any time during such probationary period.

19.3 Appointment of Staff Members will usually be confirmed after a satisfactory probation period of six (6) months.

19.4 Temporary Employees and Casual Staff Employees are not normally subject to probation provisions; however Temporary Employee appointments, exceeding a period of six (6) months in duration, will automatically be subject to a six (6) month probationary report

19.5 The CEO may approve a shorter period of probation for short duration appointments.

20. RECRUITMENT, SELECTION AND APPOINTMENT OF STAFF

20.1 General

AIMS is committed to good practice in the recruitment of its Staff. Good practice includes maintaining openness and transparency and ensuring that all Staff selections are based solely on merit.

In the interests of fairness and equity, AIMS will not employ Immediate Family of existing Staff unless a merit- based approach is undertaken in each instance.

20.2 Australian Citizens (including permanent residents and New Zealand citizens)

20.2.1 Appointments as Officers shall be either indefinite or fixed term noting that:

- (a) where the work of the Officer is of an ongoing nature, appointment will usually be indefinite;
- (b) the duration of fixed term appointments will usually be for three (3) years, but may be between one (1) and five (5) years; and
- (c) appointments of Officers will usually be confirmed after a satisfactory probation period of six (6) months which period may be extended but will not normally exceed twelve (12) months (also subject to normal clearance procedures such as medical fitness).

(Refer: Clause 18.2 Medical Assessments).

20.2.2 When additional employment is offered to a fixed-term Officer, the cumulative period of fixed term of appointments should not exceed six (6) years (or two normal contract periods). AIMS is committed to employing Staff indefinitely, where circumstances will allow. Where employment will exceed five (5) years, the Officer should receive written advice about future employment status. This advice should be given twelve (12) months before the expiry of the last contract.

20.2.3 In exceptional circumstances, the CEO may offer employment for specified periods that will exceed the six (6) year cumulative limit.

20.3 Non -Australian Citizens (excluding permanent residents and New Zealand citizens)

- (a) Employment of non-Australian citizens will be made as a fixed-term Staff Member, usually for three (3) years, but may be between one (1) and five (5) years, subject to a normal probation period of six (6) months. Such appointments may be renewed but only to a limit of ten (10) years of service. Extension beyond this period may be made only in exceptional circumstances.
- (b) Not less than twelve (12) months before the cessation of each term of employment of a non-Australian citizens by AIMS, where possible, the CEO shall decide whether the appointment will be renewed and give this advice to the Staff Member.
- (c) Where the Officer being a non-Australian citizen takes out Australian citizenship, the CEO shall, not less than twelve (12) months prior to the expiry of the term of their employment , determine whether the appointment will be converted to the provisions applying to Australian citizens.
- (d) For the avoidance of any doubt, appointment of permanent residents and New Zealand citizens will be made as per sub-clause 20.2.

20.4 Severance Payments relating to Fixed Term and Indefinite Appointments

- (a) Persons employed on Fixed Term Appointments for more than one (1) year, will be entitled to severance payment if AIMS terminates their employment prior to completion of the specified fixed term, except if the termination is due to inefficiency or misconduct.
- (b) The severance payment will comprise one (1) week's salary for each completed six (6) months of service with AIMS (together with reasonable relocation costs). Previous Fixed Term Appointments where there has been a break in service will not count for severance

payment purposes.

- (c) A Staff Member who is employed on an indefinite basis is entitled to a severance payment in accordance with Schedule 4, except if the termination is due to inefficiency or misconduct.

20.5 Appointment of AOF level 8

- (a) The CEO may appoint AOF level 8 as it thinks necessary.
- (b) The following conditions apply to promotions and new appointments to AOF level 8 Officers:
- the term of the appointments will be for a fixed period of three (3) to five (5) years;
 - appointments are used for career development purposes, as a consequence of which an effective leader may not have his appointment renewed if the CEO elects to use that position to develop another leader;
 - where an appointment is made to AOF level 8, regression at the end of the Officer's term will be to the Officer's substantive classification;
- (c) The CEO will carry out an assessment of the Officer's performance to decide if a further term is appropriate and if so the length of the term;
- (d) The means to assess an appointment to AOF level 8 or renewal of such an appointment, will be determined by the CEO which at the CEO's option, may include obtaining written referee reports from a range of eminent scientists or corresponding industry leaders, who are able to provide feedback in relation to the appointee with respect to key performance indicators and general competencies.

20.6 Appointment of Retrenched Commonwealth Staff Member

Any person, who has received a severance benefit from the Commonwealth in the twelve (12) months immediately prior to the date of a proposed appointment as an AIMS' Staff Member, must disclose that fact when applying for the appointment and at AIMS' discretion may not be employed by AIMS. This clause shall equally apply where the employment or engagement of the former Commonwealth Staff Member was through a contractual agreement and/or consultancy.

20.7 Reappointment - Unsuccessful Candidates at Parliamentary or Municipal Council Elections

- (a) An AIMS' Staff Member, who has resigned in order to stand for election for Parliament or local Council and failed to be elected, may apply for reinstatement providing:
- (i) the resignation was effective within one (1) month of the closing date for election nominations; and
 - (ii) their application is submitted within two (2) months of the election result.
- (b) The CEO may decide to re-appoint the person at the same level, designation and salary and period of appointment as that immediately prior to the resignation. Such a re-appointment shall be regarded as leave without pay for the period of absence and deemed part of the Officer's period of service.

21. RESIGNATION

21.1 AIMS requires notice for resignations as per the *Fair Work Australia Act 2009 (Cth)* scale below:

Staff Member's period of continuous service:	Notice required:
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 21.2** Where a Staff Member fails to return property/assets and resolve all outstanding matters to AIMS satisfaction, AIMS may instigate action under clause 11 to resolve the matter before taking any court action.
- 21.3** Schedule 5 to this Agreement sets out the form and manner for the Staff Clearance process.
- 21.4** Notwithstanding clause 21.1, a different notice period can be negotiated between the Authorised Person and the Staff Member.

22. RETIREMENT – OFFICER / FORFEITURE OF OFFICE/ TERMINATION OF EMPLOYMENT

22.1 Retirement – Officer

For the purposes of the *Long Service Leave (Commonwealth Employees) Act 1976*, an officer, having attained the age of 55 years, shall be entitled to retire from the service of AIMS if the Officer desires to do so.

22.2 AIMS will fund access to financial advice for any Staff Member as per the following:

- up to \$500 maximum;
- once only entitlement; and
- the Staff Member must be retiring within 12 months of the financial advice being given.

22.3 Forfeiture of Employment

22.3.1(a) Where a Staff Member has been absent from duty without permission, AIMS will make reasonable enquiry into the circumstances of the absence, including issuing a notice to the Staff Member informing the Staff Member that they will be deemed to have resigned from AIMS at the expiration of a period of two (2) weeks unless:

- (i) the Staff Member returns to duty; or
- (ii) the Staff Member explains the absence and seeks permission for any further period of absence.

(b) When no reply/response/reason is received and the absence extends for a period of not less than four (4) weeks, two (2) weeks notification of termination on the basis of abandonment of employment will be given. If no response is received the termination will proceed. Where the Staff Member responds within the notification period disciplinary action may be instigated.

22.3.2 Where a Staff Member who has been sent a notice under clause 22.3.1 explains the absence and seeks the permission of the CEO for a further period of absence before the notice period of two (2) weeks expires, the CEO will either:

- (i) approve the leave for such a period and on such conditions as the CEO deems appropriate; or
- (ii) direct the Staff Member to return to duty within a specified period.

22.3.3 The forfeiture of office provisions, do not apply to Temporary and Casual Employees.

22.4 Termination of Employment of Temporary and Casual Employees

(a) The employment of a Staff Member may be terminated at any time by the CEO with appropriate notice provisions being applied as per Part 2.2, Division 11 – Notice of Termination and Redundancy Pay, section 117, *Fair Work Act 2009 (Cth)*.

22.5 Redeployment and Redundancy

Officers will be bound by the Redeployment, and Redundancy procedures set out in *Schedule 4*.

23. SHIFT WORK

23.1 Annual Leave – Shift Workers

Shift workers regularly rostered for Sunday and Public Holiday duty forming part of the Ordinary Hours of Duty per week shall be allowed seven (7) consecutive days leave (including non-working days) in addition to the period of Annual Leave prescribed in clauses 62.

23.2 Shift Duty at Night

- 23.2.1 Subject to the provisions of this clause, a Staff Member who is rostered to perform and performs Ordinary Hours on an alternating or rotating shift, any part of which falls between the hours of 6.00 p.m. and 6.30 a.m., shall be paid an additional 15% of salary for that shift.
- 23.2.2 Where a Staff Member is required to work Ordinary Hours continuously for a period exceeding four (4) weeks on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m., they shall be paid an additional 30% of salary for that shift.
- 23.2.3 The additional payment prescribed in this clause shall not be taken into account in the computation of overtime or in the determination of any allowance based upon salary nor shall it be made with respect to any shift for which any other form of penalty payment is made.
- 23.2.4 The period for which the additional payment prescribed in this clause shall be paid will be calculated to the nearest quarter of an hour of the total amount claimed in each fortnightly period.
- 23.2.5 For the purposes of this clause:
 - (a) a shift which, but for its being worked continuously by a Staff Member with the prior approval of their Immediate Supervisor, would alternate or rotate, shall be deemed to be an alternating or rotating shift; and
 - (b) where it is not practicable for a Staff Member to be rostered on alternating or rotating shifts, they shall, with respect to any day on which any part of their Ordinary Hours falls between the hours of 6.00 p.m. and 6.30 a.m., be deemed to be working on an alternating or rotating shift.
- 23.2.6 Where a Staff Member to whom this clause applies performs Shift Duty on a Sunday or a Public Holiday, an additional payment shall be made in accordance with the provisions of clause 37.
- 23.2.7 Additional payment for Ordinary Hours as provided for in this clause shall be made in respect of any Shift Duty at night which a Staff Member would have performed had they not been on Annual Leave.

23.3 Shift Duty on Saturdays

- 23.3.1 Subject to the provisions of this clause, a Staff Member, who is rostered to perform and performs Ordinary Hours between midnight on Friday and midnight on Saturday, shall be paid at the rate of half time in addition to their ordinary rate of pay. For the avoidance of any doubt such Staff Members shall not be entitled to the 15% allowance referred to in clause 23.2.1
- 23.3.2 The provisions of this clause shall apply only to a Staff Member who performs duty on -
 - (a) alternating or rotating shifts involving the performance of rostered duty -
 - i) commencing before 6.30 a.m. or terminating after 6.30p.m. or at or before 8.00 a.m., Monday to Friday; or
 - ii) terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday;
 - (b) a constant shift involving the regular performance of Ordinary Hours after 1.00 p.m. on Saturday; or
 - (c) a shift which, but for its being worked continuously with the prior approval of the

Immediate Supervisor or to suit the convenience of AIMS, would fall within the terms of sub-clause(a).

- 23.3.3 Where a Staff Member to whom this clause applies, performs overtime duty on a Saturday, payment shall be made at the rate of double time in accordance with clause 37:
- provided that, in the case of a Saturday overtime attendance not continuous with Ordinary Hours, the payment so resulting shall be subject to the minimum overtime payment provisions contained in clause 37 whether a probationary period applies and if so, the duration of the probation period; and
- 23.3.4 The period for which the additional payment as prescribed in this clause 23.3 shall be paid, shall be calculated to the nearest quarter of an hour of the total amount to be claimed in each fortnightly period.
- 23.3.5 In any locality where a day other than Saturday is observed as the weekly half-holiday, such other day shall be substituted for Saturday in the application of this clause.
- 23.3.6 Where a Staff Member to whom this clause applies, performs shift duty on a Public Holiday falling upon a Saturday, an additional payment shall be made in accordance with the overtime provisions contained in clause 37
- 23.3.7 Additional payment for Ordinary Hours as provided in this clause shall be made in respect of any Shift Duty on Saturdays, which a Staff Member would have performed had the Staff Member not been on Annual Leave.

24. TYPES OF EMPLOYMENT

24.1 AIMS may appoint Staff under different arrangements and conditions. At the time of appointment, AIMS will inform each Staff Member in writing of the terms of their appointment including:

- the type of employment;
- whether a probationary period applies and if so, the duration of the probation period; and
- if the Staff Member is appointed for a specified term, the duration of that term

24.2 The different appointment categories are as follows:

- (a) Indefinite - Employment for an indefinite period (no fixed date for cessation of employment) - generally working nine (9) days/fortnight (Officer conditions).
- (b) Fixed-term - Employment for a specified period of 12 months or more - generally working nine (9) days/fortnight (Officer conditions).
- (c) Temporary (under section 35 of the *AIMS Act 1972 (Cth)*) - Employment for a specified period of more than three and less than 12 months - generally working nine (9) days per fortnight (Non-Officer conditions).
- (d) Casual (under section 35 of the *AIMS Act 1972 (Cth)*) - Employment for a specified period usually less than twelve (12) months - working between one (1) and five (5) days per fortnight OR employment for up to three (3) months if working full-time (nine (9) days per fortnight).
- (e) Part-time - Employment may be spread between one (1) and eight (8) days per fortnight under any of the above categories.

PART C – REMUNERATION AND ALLOWANCES

25. CAR PARKING – AIMS’ WESTERN AUSTRALIA (WA)

25.1 General Provisions:

AIMS will pay re-imbusement of car parking expenses for AIMS’ WA Staff Members in accordance with either Options 1 or 2 below upon production of:

- (i) an invoice that has been paid and receipted; and
- (ii) where Option 2 below is selected a copy of a completed car parking application form.

25.2 Option 1:

Individual car parking permit, current cost – red permit \$407- per annum.

AIMS will pay re-imbusement to a maximum of \$106- per Staff Member.

25.3 Option 2:

Car pool – car parking permit current cost \$305- per annum.

AIMS will pay re-imbusement of \$106- per Staff Member to the maximum of the cost of the permit.

25.4 The re-imbusement will be non-taxed.

26. CLOTHING ALLOWANCE

An Authorised person and a Staff Member may negotiate the payment of an appropriate clothing allowance where special circumstances dictate. Such negotiations will be carried out in good faith.

27. COMMUTING ARRANGEMENTS AT CAPE FERGUSON SITE

27.1 In recognition of the isolation of the AIMS’ Cape Ferguson site, AIMS agrees to provide transportation for its Staff between Townsville and Cape Ferguson, to attend for duty. To provide clarification, the pickup boundary for the life of the Agreement is defined in clause 27.2 and represented diagrammatically in Schedule 6. Staff Members who come under clause 27.4 may be required to provide their own transport to a designated pick up location within the Townsville pickup boundary.

27.2 For the purposes of this clause, ‘**Townsville pickup boundary**’ is defined as the High Water Mark, Townsville (*North*), Pallarenda (*North West*), Bohle River, Shaw Road (*West*), Junction Ring Road and Hervey Range Road (*West*), Bohle River (Kelso Section) (*West*), Kelso Drive (*South West*), Southwood Road Stuart (*South*), Port Access Road (*East*), Bruce Highway Corridor (including Julago, Nome & Alligator Creek) (*East*).

27.3 AIMS reserves the right to review its transportation methods, boundaries, and implement alternative options (for example car park and buses). Any reviews conducted will include an extensive consultation process, and for the period of this agreement Management commits to only implementing significant changes by mutual agreement with the affected staff.

27.4 If an existing Staff Member (as at the commencement of this Agreement) chooses to move outside the Townsville pickup boundary during the term of this Agreement the provisions of this clause 27 will apply to such Staff Member. New Staff Members who live outside the Townsville pickup boundary defined in clause 27.2 will also come under the provisions of clause 27.

(NB: Commuting arrangements maybe accessed by negotiation on a case by case basis, by those Staff Member/s affected by this clause.)

27.5 (a) If a Staff Member is forgotten to be picked up (e.g. returned from leave and driver overlooked picking them up) and subsequently drives out to AIMS in their own vehicle, a **personal vehicle allowance** will be paid in accordance with Schedule 2 Table 2, subject to approval by the Staff Member’s Immediate Supervisor/Authorised Person.

(b) If a Staff Member, by mutual agreement, undertakes AIMS business either before starting work on site or prior to completing work (e.g. attend a meeting or equipment pick up) and

subsequently drives out to AIMS in their own vehicle, a personal vehicle allowance will be paid in accordance with Schedule 2 Table 2, subject to approval by the Staff Member's Immediate Supervisor/Authorised Person.

- 27.6** If during the term of this Agreement, a new AIMS' site is established outside of any statistical district as classified by the Australian Bureau of Statistics (terms defined in the Census Dictionary' published following completion of each Census of Population and Housing), then AIMS agrees to consult with Staff and/or, their Recognised Representatives, as to the provision of any transportation allowance.
- 27.7** The personal vehicle allowance will not be paid to Staff: (a) who reside in a dwelling provided by AIMS; (b) where the Staff Member's dwelling is situated at the isolated establishment; or (c) where AIMS determines, after duly taking into account the comments of relevant Staff and/or their Recognised Representatives, that the personal vehicle allowance should not be made because the dwelling is in very close proximity to the isolated establishment.
- 27.8** Where a Staff Member decides for personal reasons to use their own transport, then no entitlement for reimbursement or payment of the personal vehicle allowance by AIMS is applicable.

NOTE (i) the map at Schedule 6 is scaled to identify streets, within the Townsville pickup boundary following train lines and watercourses and is to be viewed and read in conjunction with the above sub-clauses.

(ii) Refer AIMS' Opt In/Opt Out Commuting Policy and Procedure.

28. CRUISE LEADER ALLOWANCE

28.1 General

Staff Members who are at AOF level 2 & 3 and who are appointed to the role of a Cruise Leader may be paid an allowance at AOF level 4.3 in respect to the increased duties and additional responsibilities as listed in clauses 28.2 and 28.3.

28.2 Responsibilities

The Cruise Leader shall be responsible for undertaking the following duties:

- Coordination of the field trip with respect to health, safety & environment aspects including planning, risk assessments, emergency response contingencies, safety inductions, daily safety briefings, incident reporting and ensuring the health and well being of AIMS' Staff Members, including authorised Visitors;
- Coordination of pre-cruise and post-cruise operational procedures, requirements and reporting, including pre-cruise plan and post-cruise completion report;
- Coordination of daily field work activities and maintaining detailed cruise log;
- Liaison with ship master / crew in fulfilment of cruise requirements;
- Stopping work if HSE risks are not adequately controlled.

28.3 Payment criteria

The payment of the Cruise Leader Allowance will be via the same method as the Field Duty and Diving Allowances are paid (i.e., upon the conclusion of the field trip) and will be paid on the same basis and processes as the Enhanced Responsibilities Allowance under clause 30 from the commencement and/or for the duration of the field trip whilst undertaking the Cruise Leader role.

29. DIVING ALLOWANCES

29.1 Diving Allowance

Staff Members required to undertake diving duties shall be paid an allowance in accordance with

Schedule 2 Table 2.

29.2 Dive Supervisor Allowance

- (a) The Dive Supervisor Allowance is payable to Staff at level 2 or level 3 who undertake the duties of Dive Supervisor in accordance with Schedule 2 Table 2. The allowance is payable regardless of whether the Dive Supervisor actually dives or not. In the event that the Dive Supervisor dives, they would receive both the Dive Supervisors Allowance and the Diving Allowance.

30. ENHANCED RESPONSIBILITY ALLOWANCE

30.1 General

- (a) A Staff Member may be directed by their Immediate Supervisor to temporarily perform responsibilities in addition to, or in substitution of those usually associated with the Staff Member's role.
- (b) Where a Staff Member:
- is directed to, and temporarily performs, management responsibilities (responsibilities for the management of Staff or facilities or financial resources or a combination of these) which are in addition to, or in substitution of the Staff Member's normal role; and
 - in the opinion of the Immediate Supervisor, the changed responsibilities add significantly to the value to AIMS of the Staff Member's work,

the Authorised Person may approve the payment of an Enhanced Responsibilities Allowance (**ERA**) to the Staff Member.

30.2 Criteria for ERA

- 30.2.1 ERA provisions will retain the eligibility period of more than nine (9) consecutive working days (however for the purpose of this clause a Public holiday falling within the 9 days does not constitute a break in the period). Once the eligibility requirements have been met the ERA is payable for the whole period.
- 30.2.2 In all cases of ERA, except unexpected absence due to Special Leave, prior approval must be obtained and the Staff Member must possess the competencies necessary to effectively undertake the higher level duties.
- 30.2.3 Staff who are asked to undertake increased responsibilities for less than nine (9) consecutive working days will not receive additional remuneration but will be able to use the experience to support an application for promotion should they wish to apply for promotion in the future.
- 30.2.4 Where a Staff Member temporarily performs duties of a lower AOF level, the Staff Member shall not suffer any reduction in pay or loss of status.
- 30.2.5 The ERA level will be determined by the Immediate Supervisor and approved by the Authorised Person and would normally be no higher than the base salary point of the AOF level of the person who normally occupies the position the ERA is being received for.
- 30.2.6 Where the ERA paid to a Staff Member puts them at an AOF level which has different conditions to those of the Staff Member's normal AOF level, the conditions of the higher level apply for the duration of the ERA.
- 30.2.7 Where a Staff Member temporarily performs the duties of a Staff Member with a higher AOF level and does not perform the whole of the duties usually performed by such a Staff Member, the acting Staff Member may be paid an ERA scaled in respect of the (partial) duties performed as determined by the Authorised Person.
- 30.2.8 The ERA shall be regarded as salary for the purposes of the calculation of the payment for extra duty and excess travelling time.

30.2.9 Where a Staff Member who is in receipt of an ERA is promoted to that AOF level, the salary point of the ERA may be taken into consideration in determining the pay point of the Staff Member if they are promoted to that AOF level.

30.2.10 Unless otherwise provided in clause 30.3 below, ERA is not payable during leave.

30.3 Extended ERA

Where AIMS deems it appropriate, a Staff Member may receive the ERA for an extended period, i.e. where for the duration of a project the Staff Member assumes a higher level of responsibility. In such instances and where the duration will exceed twelve (12) months, the Staff Member will be accorded the ERA during periods of paid leave and may benefit from enhanced superannuation conditions, due to being paid at a higher AOF level.

30.3.1 A Staff Member who has been in receipt of the ERA for a period of at least twelve (12) months may have their rate of payment varied by AIMS to take account of performance - related salary movements.

30.3.2 The decision to pay an extended ERA shall be determined by AIMS at the commencement of the ERA and advice provided to the Staff Member and to AIMS' Human Resources Manager of the extended nature and reason/s for the ERA.

31. EXCESS TRAVELLING TIME ALLOWANCE

31.1 Definition of Excess Travelling Time (ETT)

31.1.1 A Staff Member who is travelling or on duty away from their usual place of duty shall be paid for their excess travel time.

31.1.2 A Staff Member who has ceased normal duty (for the day) and is recalled to duty, shall be paid for their excess travel time (e.g., pursuant to clause 40.1.1 a Staff Member travels interstate or overseas to attend a seminar or another AIMS work location/s including commencement of field trips).

31.2 A Staff Member in receipt of a salary which exceeds that of AOF level 3.5 shall not be entitled to payment for excess travelling time. The maximum hourly rate for the payment of ETT shall be that of AOF level 3.3.

31.3 The term 'usual place of duty' shall mean:

31.3.1 For Staff who are required ordinarily to work day by day at the same fixed place of work – that place fixed by the Immediate Supervisor/approved by the Authorised Person.

31.3.2 For Staff whose place of work is varied – that place fixed by the Immediate Supervisor/approved by the Authorised Person,

31.4 Payment will be made for time necessarily spent in travelling, exclusive of Overtime Duty, in excess of:

31.4.1 The Staff Member's ordinary hours of attendance for the day; and

31.4.2 The time necessarily spent travelling to and from the Staff Member's usual place of residence and their usual place of work provided that the minimum time of 20 minutes each way shall be considered the normal amount of travelling time required to attend for duty.

31.5 Payment will be made at the following rates:

- Ordinary rates of pay on Mondays to Saturdays (single time @ 36 hours 45 minutes);
- Time and a half rates on Sundays and Public Holidays (time and a half @ 36 hours 45 minutes);
- Payment shall not be made unless the time exceeds:
 - One half hour in any one day; or
 - Two and one half hours in any fortnightly pay period; and

- Payment shall not exceed five (5) hours in any one day.

31.6 Travelling time

31.6.1 Travelling time shall include:

- The time a Staff Member has to wait for change of trains/planes/buses or other scheduled means of transport.

31.6.2 Travelling time shall not include:

- The time spent in travelling by ship or boat on which accommodation and meals are provided.

31.7 Members of camping parties shall not be entitled to the payment of ETT and shall travel from the camp to the place of work within the prescribed hours of duty and return to the camp after ceasing duty.

31.8 The payment of ETT shall not effect payments a Staff Member is eligible for as outlined in the overtime provisions in clause 37.

31.9 The hourly rate for the payment of ETT shall be calculated to four decimal points.

32. FIELD DUTY ALLOWANCE

Staff Members who are required to perform fieldwork will be paid a Field Duty Allowance in accordance with Schedule 2 Table 2; the administrative provisions of this allowance are included in *Schedule 3* of this Agreement.

33. FLEXIBLE REMUNERATION PACKAGING

33.1 Flexible Remuneration Packaging (Pre-tax Superannuation) is available to Staff covered by this Agreement on a salary sacrifice basis. Under Flexible Remuneration Packaging, Staff may choose to sacrifice up to 50% of their pre-tax salary in return for the pre-tax superannuation benefits or vehicle leasing as outlined in AIMS' Flexible Remuneration Policy and Procedures. The salaries at *Schedule 2* will be used when determining salary for all purposes including superannuation, severance and termination payments.

33.2 Flexible Remuneration Packaging is offered to Staff on the basis that it will involve no additional cost to AIMS. Accordingly, any Fringe Benefits Tax and administrative costs incurred as a result of Flexible Remuneration Packaging arrangements will be met by the Staff Member on a salary sacrifice basis. Staff entering into Flexible Remuneration Packaging will also be required to demonstrate that they have first received professional independent financial advice.

34. MEAL ALLOWANCE

34.1 A meal allowance in accordance with Schedule 2 Table 2 shall be paid to a Staff Member who:

- (i) is required, after completion of their Ordinary Hours of Duty for the day, to perform duty after a break for a meal where that Staff Member is not entitled to payment for that break;
- (ii) is required, after the completion of their Ordinary Hours of Duty for the day, to perform extra duties which involves their attendance without a break up to the completion of or after the meal period which occurs next after such completion;
- (iii) is required to perform duty on a day before the time at which their Ordinary Hours of Duty for the day commence, is granted a break for a meal before that time and is not entitled to payment for that break; or
- (iv) is required to perform duty on a Saturday, Sunday or Public Holiday, in addition to the Staff Member's Ordinary Hours of Duty, extending beyond a meal break and is not entitled to payment for that meal break,

provided that in relation to sub-clauses (i),(iii) and (iv) the Staff Member satisfies their Immediate Supervisor that they cannot reasonably be expected to go to their home or lodgings for a meal between the time they cease duty before the meal and the time they are required to

return to duty after the meal.

34.2 For the purposes of a meal period the following meal periods shall apply:

7 a.m. to 9 a.m. 12 noon to 2 p.m.

6 p.m. to 7 p.m. 12 midnight to 1 a.m.

A minimum of thirty (30) minutes within these designated times outside of Ordinary Hours are required for a meal break which will be paid in accordance with Schedule 2 Table 2.

(NB: (i) Where AIMS covers the expense or provides for a meal, the Meal Allowance will not be paid.

(ii) A Staff Member is not eligible for Overtime Duty payment during a meal break.

(iii) A minimum of a half (½) hour break must be taken after five (5) continuous hours of work).

35. OCCUPATIONAL HEALTH AND SAFETY ALLOWANCES

An allowance in accordance with Schedule 2 Table 2 is payable to those persons appointed and trained as Health and Safety Representatives, Chief Emergency Warden, Deputy Chief Emergency Warden/s, Designated First Aiders, Radiation and Laboratory Safety Officers, Bio-safety Officer/s and Quarantine Contact and Compliance Officer/s.

36. CALL DUTY ALLOWANCES

36.1 General

A Call Duty situation is where a Staff Member is directed by an Authorised Person prior to ceasing their normal duty that they are required to remain available to perform extra duty outside their Ordinary Hours There are two (2) categories of Call Duty: Close Call and On Call.

36.2 Close Call Duty

(a) Close Call Duty applies when a Staff Member is instructed prior to ceasing their Ordinary Hours that they may be required to attend for extra duty if the need arises before the Staff Member's next normal commencement of Ordinary Hours and is to remain:

- contactable and available for immediate recall to extra duty; and
- in attendance at their place of employment overnight or over a non-working day, or both, and may be required to perform certain tasks periodically or on an ad hoc basis, but will be provided with appropriate facilities for sleeping (if attendance is overnight) and for other personal activities.

(b) The rate of payment applicable to a Staff Member in a Close Call Duty situation are set out in Schedule 2 Table 2.

36.3 On Call Duty

(a) On Call Duty applies when a Staff Member is instructed prior to ceasing their Ordinary Hours that they may be required to attend for extra duty some time prior to their next normal commencement of Ordinary Hours and that they are to remain contactable and available to return to perform extra duty without delay or within a reasonable time of being recalled having regard to the urgency of the circumstance.

- The rate of payment applicable to a Staff Member in an On Call Duty situation are identified in Schedule 2 Table 2

36.4 Where a Staff Member is required for Close Call Duty or On Call Duty, Excess Travel Time and Overtime provisions apply. (**Refer:** Clauses 31 and 37.)

36.5 For the purposes of this clause 36, day is defined as 12 hours (6am to 6pm) and night as 12 hours (6pm to 6am). Where there is an overlap between day and night, the hourly rate shall be apportioned appropriately (i.e., day and night rate divided by 24 to get an hourly rate that can be

applied).

36.6 Where a Staff Member who is in an On Call Duty situation is also required to perform intermittent duties on a predetermined basis normally involving receiving and/or making telephone calls, an additional loading on the prescribed remuneration for On Call Duties may be paid as follows:

Telephone Calls whilst On Call	Overtime Payment
a) 1 to 2 calls not exceeding 45 minutes in total duration	1 hour
b) 3 to 5 calls or where calls at a) exceed 45 minutes	2 hours
c) Total calls duration exceeds 1 hour	3 hours

36.7 Where a Staff Member is On Call Duty and receives a call back or is required to receive and/or make telephone calls a Call Back Log Sheet and / or a Phone Call Log Sheet is to be completed/submitted with any claim made under clause 36.6 and a register maintained (in the relevant work area) for verification, audit and quality improvement processes.

36.8 Concurrent Payments

Where a Staff Member is required to attend work for On Call Duty or Close Call Duty, the allowance will be payable concurrently with any ETT or amount payable for Overtime Duty. (Refer: Clauses 31 and 37.)

37. OVERTIME DUTY

37.1 General

- 37.1.1 A Staff Member may, whenever it is necessary to bring up arrears of work or to meet pressure of business, be required to perform duty after the Ordinary Hours (**Overtime Duty**). Subject to the provisions of this clause 37, every Staff Member shall, where required by their Immediate Supervisor/Authorised Person, remain after the Ordinary Hours of Duty to complete work considered necessary to be done on the same day.
- 37.1.2 A Staff Member may refuse to perform Overtime Duty in circumstances where the performing of such Overtime Duty would result in the Staff Member working hours which are unreasonable having regard to:
- any risk to the Staff Member's health and safety;
 - the Staff Member's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;
 - the length of the notices (if any) given by AIMS to the Staff Member to perform Overtime Duty and/or by the Staff Member of their intention to refuse to perform Overtime Duty ; and /or
 - any other relevant matter.
- 37.1.3 Where special circumstances arise which are not covered by the provisions of this clause 37 , and the Authorised Person considers the circumstances warrant compensation to a Staff Member for duty performed outside their Ordinary Hours of Duty, the Authorised Person may recommend the appropriate compensation.
- 37.1.4 The following Staff Members are not entitled to payment for Overtime Duty:
- Staff Members whose salary (including any allowance in the nature of salary) is greater than the maximum salary for AOF level 4; and
 - Staff Members not working under close supervision.

(**NB:** Amounts paid for Overtime Duty will normally be available to all AIMS Staff AOF level 1 to AOF level 4. However, the CEO may determine that Staff above AOF level 4 may in some circumstances be eligible to claim payment for Overtime Duty. Where payment for Overtime Duty is claimed, attendance details for that pay period will be required when submitting the claim.)

37.2 Authority for Overtime Duty Payments

Payment of claims for Overtime Duty shall be made only if the performance of the Overtime Duty in question was authorised by the Staff Member's Authorised Person prior to the Overtime Duty being performed.

37.3 TOIL

- (a) Staff at all levels shall be entitled to convert any performed Overtime Duty to Time Off In Lieu (**TOIL**) as follows:
 - Full payment for overtime worked;
 - Partial payment for Overtime Duty performed in accordance with the provisions of clause 37.1 and 37.2 and partial TOIL;
 - Full TOIL to cover the time of performance of the Overtime Duty.
- (b) The method of compensation must be agreed between the Staff Member and their Authorised Person before the period of overtime is worked.
- (c) TOIL shall be granted in lieu of Overtime Duty performed provided the Immediate Supervisor/Authorised Person and the Staff Member agree, on an "hour for hour" basis with an entitlement to a residual payment, or on a penalty time basis. For example, 3 hours TOIL plus 3 hours pay at half time in lieu of 3 hours Overtime Duty performed at time and a half, or alternatively 4 1/2 hours TOIL.

37.4 Overtime Duty – Standard Conditions

37.4.1 Overtime Duty performed is paid in the following circumstances and amounts:

- Overtime Duty in excess of Ordinary Hours Monday to Friday(not being Public Holidays):
 - Overtime Duty up to 36.75 hours is paid for at ordinary time; and
 - Overtime Duty after the completion of 36.75 hours is paid for at the rates set out in clauses 37.4.2 and 37.5 below.
- Overtime Duty performed on Saturdays, Sundays and Public Holidays is paid for at the rates set out in clauses 37.4.2 and 37.5 below.
- Field Duties - where eleven(11) hours have been worked (**Refer:** Schedule 3.1.1)

37.4.2 The hourly rate of payment for authorised Overtime Duty performed shall be:

Overtime worked:	Rate of payment:
Monday to Friday(in excess of 36.75 hours)	Time and a half
Saturday	Time and a half for the first three (3) hours and double time thereafter
Sunday	Double time
Public Holiday	Double time and a half

37.4.3 Where a Public Holiday is worked on a Staff Member's normal working day it is to be paid at time and a half at 36 hours 45 minutes as ordinary pay is already factored in – the extra time and a half brings the overall payment up to double time and a half.

37.4.4 The hourly rate for the payment of overtime shall be calculated to four decimal places.

- 37.4.5 Payment for Overtime Duty performed shall be calculated to the nearest quarter of an hour of the total amount of overtime in each fortnightly period.
- 37.4.6 An ERA shall be regarded as salary for the purposes of calculating payment for Overtime Duty.
- 37.4.7 Where a Staff Member who is entitled to payment for the performance of Overtime Duty performs that duty for a period which results in not having a break of at least eight (8) continuous hours between ceasing Overtime Duty on one day and recommencing duty on the next, that Staff Member is entitled to remain off duty until they have had a break of at least eight (8) hours. This break of eight (8) hours will be without a loss of pay. This provision does not apply to Staff Members while performing Field Duties.
- 37.4.8 If the Staff Member is required to resume or recommence duty without a break of at least eight (8) hours, they will be paid the double time rate from the commencement of their Ordinary Hours of Duty until they are released from duty which results in an eight (8) hour break. This provision does not apply to Staff Members while performing Field Duties.

37.5 Overtime Duty-Rates and Formulas

37.5.1 For the purposes of the calculation of overtime the following formulas apply:

Rate	Formula
ST @ 36 ¾ hours	$AS \times 6 \div 313 \div 36.75 \times \text{No. of hours overtime worked}$
T1/2 @ 36 ¾ hours	$AS \times 6 \div 313 \div 36.75 \times 1.5 \times \text{No. of hours overtime worked}$
DT @ 36 ¾ hours	$AS \times 6 \div 313 \div 36.75 \times 2 \times \text{No. of hours overtime worked}$
DT 1/2 @ 36 ¾ hours	$AS \times 6 \div 313 \div 36.75 \times 2.5 \times \text{No. of hours overtime worked}$

(NB: Key: ST = Single Time; T = Time; DT = Double Time; AS = Annual Salary; No. = Number; T1/2=Time and a half)

37.6 Overtime Duty– Separate Attendance/Minimum Overtime Duty Payment

(NOTE: The provisions in respect of the separate attendance/minimum Overtime Duty payment contained in this clause 37.6 do not apply to Staff Members performing Field Duties.)

- 37.6.1 Separate attendance is where a Staff Member is recalled to duty and required to perform Overtime Duty and that duty is not continuous with Ordinary Hours of Duty. For the purposes of determining whether Overtime Duty is or is not continuous with Ordinary Hours of Duty, meal breaks will be disregarded.
- 37.6.2 A Staff Member shall be deemed to be on duty whilst travelling from their place of residence to their place of employment for the purpose of performing Overtime Duty and whilst returning to their place of residence after ceasing to perform Overtime Duty.
- 37.6.3 Where a Staff Member is recalled to duty, and is not in a Call Duty situation as specified in clause 36.3 the minimum payment payable for each separate overtime attendance shall be for four (4) hours at the prescribed rate.
- 37.6.4 Where a Staff Member is recalled to duty, and is in a Call Duty situation as specified in clause 36.3, the minimum payment payable for each separate overtime attendance shall be for three (3) hours at the prescribed rate.
- 37.6.5 Where more than one attendance is involved, the overall payment to a Staff Member under clauses 37.6.3 and 37.6.4 is not to exceed the payment they would have received if they had remained on duty from the commencement of one attendance to the ceasing of a subsequent attendance.

- 37.6.6 Where a Staff Member is recalled to duty and that duty involves Overtime Duty attendance before and after midnight, the minimum overtime provision requirements will be satisfied when the total payment for the whole of that attendance is equal to or greater than the required minimum overtime payment applicable to one day provided that where a higher Overtime Duty rate applies on one (1) of the days, the minimum payment shall be calculated at the higher rate.
- 37.6.7 Where a Staff Member has ceased working for the day and is recalled for duty, such duty shall be recorded as Overtime Duty and, except where a Call Duty situation as specified in clause 36.3 applies, shall include the time necessarily spent in travelling to the place of duty and returning to their usual place of residence.

38. RATES OF PAY/SALARIES/ATTENDANCE/HOURS/WEEKEND DUTY

38.1 Rates of Pay

Schedule 2 Table 1 provides the rates of pay and their adjustment through the duration of this Agreement. The rate increases to be effective from the first full pay period in July 2012 are subject to the Agreement being approved prior to this date by FWA. Should the Agreement not be approved by this date these rates of pay will be effective from the date of approval.

38.2 Attendance Records

Staff are required to maintain a diary record of their hours of attendance and this record may be required for audit purposes at any time. The exceptions to this provision are:

- Casual Staff must continue to lodge attendance records for salary purposes.
- Staff claiming overtime will be required to complete an attendance record sheet for that particular pay period only. That attendance record must show the full hours worked by the Staff Member for the whole of the pay period.
- Unless reasonable cause is shown, no Staff Member shall absent themselves from their duties during their Ordinary Hours, except by permission from their Immediate Supervisor.
- If a Staff Member is prevented by illness or other unforeseen circumstances from attending during their Ordinary Hours, they shall report the fact to their Immediate Supervisor and shall provide their Immediate Supervisor with any necessary supporting evidence.
- Where a Staff Member is absent from their duties during their Ordinary Hours, other than on approved leave, such absence shall be recorded in their personal record of attendance. At the discretion of the Immediate Supervisor / Authorised Person, leave for such absence may be granted with or without pay or may be deducted from the Staff Member's Annual Leave

38.3 Hours of Attendance

- (a) Except where otherwise stated in or permitted by this Agreement, the Ordinary Hours of Duty must be observed by all Staff (other than Part-Time Staff) being 73 ½ hours per fortnight worked within the commencing and finishing times set by the CEO. The Ordinary Hours for Part-Time Staff shall be those specified for each Part-Time Staff Member.
- (b) The Ordinary Hours shall be worked exclusive of meal periods, weekends and Public Holidays within a nine (9) day fortnight during the hours of 8.00am to 4.40pm.
- (c) The Ordinary Hours of Duty will not be changed without Consultation.

38.4 Saturday/Sunday Duty – Other than Shift Workers

(NOTE: The provisions of this clause do not apply to Shift Duty on Saturdays, which is covered by clause 23.3.)

- 38.4.1 Subject to the provisions of this clause, a Staff Member who is rostered to perform and performs Ordinary Hours on a Saturday shall be paid an additional 50% of their ordinary rate of pay for the period of that duty.

- 38.4.2 Subject to the provisions of this clause, a Staff Member who is rostered to perform and performs Ordinary Hours on a Sunday shall be paid an additional 100% of their ordinary rate of pay for the period of that duty.
- 38.4.3 The period for which the additional payment prescribed in this clause shall be paid will be calculated to the nearest quarter of an hour of the total amount to be claimed in each fortnightly pay period.
- 38.4.4 Where a Staff Member to whom this clause applies, performs Ordinary Hours on a Public Holiday falling upon a Saturday or Sunday, the additional payment shall be made in accordance with the overtime provisions.
- 38.4.5 Where a Staff Member is rostered to perform Ordinary Hours on a Saturday or Sunday as provided in this clause, and takes Leave, they will be paid the respective additional loadings.
- 38.4.6 A Staff Member cannot be rostered to work on a Saturday or Sunday under this clause without prior Consultation with the Staff Member.

39. SUPERANNUATION

- 39.1 The Public Sector Superannuation accumulation plan (PSSap) and UniSuper Option 1 shall be the default funds for eligible Staff who do not choose an alternative superannuation fund. Where no selection has been made between PSSap and UniSuper Option 1 by the Staff Member within a reasonable time after being fully informed, the PSSap will be the fund allocated to the Staff Member. AIMS will ensure that all Staff are fully informed about superannuation arrangements immediately on commencement or recommencement of employment.
- 39.2 AIMS will provide an employer superannuation contribution of 15.4% (or any authorised government change) to any of the following:
- PSSap (Public Sector Superannuation accumulation plan);
 - UniSuper Option 1; or
 - Australian Government Employees Superannuation Trust (**AGEST**).
- 39.3 AIMS will provide an employer superannuation contribution of 9% (the legislated minimum at the date of this Agreement) to other nominated superannuation funds.
- 39.4 Staff who choose to nominate another superannuation fund under Choice provisions (other than the two default funds or AGESt) are subject to approval at AIMS' discretion. In exercising its discretion AIMS will take into account the following factors:
- the number of Staff likely to use the superannuation fund (preference is given to funds with expected larger coverage);
 - the requirement to be a complying superannuation fund and registered with APRA;
 - whether or not the fund can make satisfactory arrangements to accept payments from AIMS and for the transfer of information transfer between AIMS' Payroll Department and the fund;
 - whether or not the fund is able to accept contributions fortnightly via electronic funds transfer and not impose a minimum contribution likely to cause administrative difficulty for AIMS; and
 - any other relevant factors.
- 39.5 Superannuation will continue to be paid for Staff Members attaining the age of 70 years and over.

40. TRAVEL ARRANGEMENTS

40.1 General

- 40.1.1 AIMS' work requires Staff to travel, sometimes on a regular basis. Accordingly, Staff need to ensure that they can meet their work commitments and travel as required. In

recognition of the work-related travel Staff are required to undertake, AIMS is committed to meeting all reasonable expenses incurred for official travel.

- 40.1.2 Staff need to ensure that they organise their official travel efficiently and effectively, avoiding unnecessary costs, maximising discounts available and making the best use of their time. In addition, Staff must undertake official travel in accordance with the AIMS' Credit Card and Travel Policies and Procedure as administered by AIMS' Finance Section.

40.2 Domestic Travel

- 40.2.1 Staff who are required to be absent overnight from their usual place of work on official business within Australia will be provided with a Corporate Credit Card, or recoverable cash advance, to meet reasonable business expenses, meals and accommodation.
- 40.2.2 An allowance for each 24 hour period or part thereof is made to cover incidental expenses will be paid in accordance with Schedule 2 Table 2.

40.3 Overseas Travel

- 40.3.1 Staff required to travel on official business overseas will be provided with a Corporate Credit Card and/or a recoverable cash advance to meet reasonable business expenses, meals and accommodation. Overseas travel expenses are to be accounted for as detailed in the AIMS' Credit Card Procedure.
- 40.3.2 An allowance of payment for each 24 hour period, or part thereof is made to cover incidental expenses will be paid in accordance with Schedule 2 Table 2.

40.4 Class of Travel

The normal class for domestic air travel is economy class for Staff below AOF level 8 or business class for Staff Members at AOF level 8, unless the CEO or General Manager considers another class is reasonable in the circumstances and this is approved prior to travel. For overseas travel, the normal class of travel is business class.

40.5 Travel for Close Relatives Visiting Sick Staff Members

- 40.5.1 AIMS will meet the reasonable costs associated with a Close Relative and/or Dependant/s visiting a Staff Member who becomes critically or dangerously ill, while that Staff Member is absent from their normal place of duty.
- 40.5.2 Where a Staff Member is absent from their normal place of duty and a Close Relative or Dependant becomes critically or dangerously ill, AIMS will meet the reasonable costs of travel to the Staff Member's normal place of residence.

40.6 Definition of Close Relative

For the purposes of clause 40.5, the following are **Close Relatives**:

- 40.6.1 The spouse, a child and a parent of the Staff Member; and
- 40.6.2 Any other person who is in a close familial relationship with the Staff Member and who is approved by the Authorised Person as being a Close Relative.

PART D – CAREER DEVELOPMENT, PERFORMANCE AND REWARDS

41 AOF LEVEL 3

41.1 AOF level 3 has nine (9) performance and development steps (3.1 to 3.9):

All fixed term/indefinite positions at AOF level 3 submitted for recruitment action, whether a new or existing position, will be required to be evaluated with regard to the salary range applicable for the appointment. The Application for Recruitment Action (**ARA**) will be approved by the Authorised Person confirming whether the position will be offered as AOF level 3.1 to 3.5 or AOF level 3.1 to 3.9.

41.2 Letter of Appointment:

The successful candidate will be provided with a Letter of Appointment that will stipulate the maximum salary for the position i.e. if the position is determined to be in the range AOF level 3.1 to 3.5, then the letter will state that the position will increment upon satisfactory performance to a maximum AOF level 3.5. A similar statement will be provided for a position offered in the range of AOF level 3.1 to 3.9.

41.3 AOF level 3.5 Positions:

Where a position is determined to have as a maximum AOF level 3.5, the Staff Member may apply for Reclassification via Position Description review through an application for Reward Review under the Annual Performance Agreement (**APA**) system detailed in clause 42.

41.4 Superior Performance Rating:

A Staff Member at AOF level 3.5 who is eligible for the Superior Performance Rating may submit an application to the Reward Review Committee for consideration and subject to meeting the criteria may be rewarded with the Superior Performance Rating (**Refer** : APA Merit Promotion Guidelines).

41.5 AOF level 3.9:

A Staff Member at AOF level 3.9 will also be eligible for Merit Promotion (to AOF level 4.1) or Superior Performance Rating should they satisfy the reward criteria as determined by the APA Merit Promotion Guidelines and the Reward Review Committee.

42. APA REWARDS

- (a) The APA cycle provides a framework for performance management which facilitates effective communication of work requirements, alignment of corporate and individual goals and individual and team performance improvement. Satisfactory achievement of work objectives set in the APA is required in order to advance through Performance and Development Steps within an AIMS' AOF level. The APA also provides information or evidence for performance and development steps, performance rewards and promotions.
- (b) Management and Staff agree to continue the use of the APA as a means of performance management. and further agree that it is a requirement of employment at AIMS that all Staff (excluding Staff appointed off the AIMS' Employment Register) participate in the APA process.

- (c) The payment of a performance development step shall not be deferred where a Staff Member has been absent on:
- leave counting as service;
 - leave for study or training; or
 - as defined in the APA guidelines.

43. CAREER MANAGEMENT – LEARNING AND DEVELOPMENT

43.1 General:

- (a) AIMS values and supports the development of its Staff through the provision of learning opportunities to enhance professional and technical capabilities. AIMS will promote a broad range of Learning and Development (**L&D**) activities designed to improve Staff performance and satisfaction in existing roles and preparation for new jobs, promotion opportunities, personal growth and/or changing career directions.
- (b) Individuals are responsible for career development and Immediate Supervisors play a significant partnering /mentoring role to ensure that the development of Staff fits broader organisation goals and that AIMS provides an environment that is conducive to L&D. AIMS expects active and constructive participation by both the individual and their Immediate Supervisor.
- (c) L&D is not intended to be an inherent right or operate as a mandatory provision but rather a highly regarded values-based objective of AIMS.

43.2 Principles:

43.2.1 AIMS will provide L&D support to Staff under the following criteria:

- they must normally have completed a minimum of one (1) year's service;
- have demonstrated a commitment to the organisation;
- expressed an interest in undertaking a course of study or L&D activity;
- Part- Time Staff may participate provided that some flexibility may be required in terms of the degree of attendance;
- for multiple year applications for L&D , support will be approved for one(1) calendar year with any subsequent year/s requiring re-application and fresh approval.

43.2.2 AIMS' L&D support does not apply to:

- People who are employed on a temporary, casual or external contract basis; or
- L&D activities that bear no relevance to the Staff Member's current or future work or career development;

provided always that where an application for L&D is not supported, reason/s for non-approval will be provided to the Staff Member in writing.

43.2.3 AIMS will support Staff to utilise a range of work, education and other relevant experiences, recognising that L&D can take place both in an informal and formal setting. Formal & Informal activities are set out below:

Informal activities:

- enhanced responsibilities (adding additional tasks to existing duties);
- fieldwork and associated experiences;
- leave relief;
- mentoring;

- preparation and delivery of papers, publications and presentations;
- reading work specific journals and publications;
- redeployment for a project or task specific work i.e., data analysis; and
- secondment.

Formal activities:

- course of study (see clause 43.3.2 below);
- conferences, seminars and workshops;
- short course of study i.e., Project Management (see clause 43.3.3 below);
- specific work related training i.e. Radiation Safety Officer;
- study to achieve a higher qualification; and
- additional responsibilities i.e. ,First Aid Officer;

43.3 Scope

43.3.1 In addition, L&D activities may fall into the following three categories:

- training and development needs in respect of current duties which are reflected in the individual's APA;
- career and / or personal development activities that align with longer term goals of the individual and / or work unit and / or AIMS (Personal Development Plan within the APA);and
- professional development and networking which includes attendance at relevant conferences, seminars and presentations by related professional bodies.

43.3.2 **Course of study** includes:

- a first Bachelor's degree or first professional diploma course which may be undertaken on a part time or distance education basis at a University or TAFE / Technical College;
- a TAFE / Technical College course leading to a first sub-professional diploma or first certificate including the accreditation of on and off-the-job training to national standards, the recognition of skills acquired and utilised and the certification of work competencies; and
- post graduate degree, diploma, or certificate offered by an accredited tertiary institution.

43.3.3 **Short course of study:**

- (a) This is a course of instruction not covered by a course of study under clause 43.3.2 approved as per the application process referred to in clauses 43.4.1 & 43.4.2, which has particular application to the work of AIMS and the duties of the Staff Member.
- (b) Short course of study can further be defined as:
- a component of a course of study which does not lead to an immediate qualification;
or
 - externally provided training/skill enhancement of a short duration such as computer training, post- trade subjects, operating certificates or work related specific training.

43.4 L&D Assistance

43.4.1 Application:

- (a) To obtain AIMS' support for undertaking a L&D activity a L&D Application is to be completed which must set out as a minimum the following:
- proposed activity;
 - reason/s for activity / benefits to AIMS;
 - duration, cost, provider ,supporting information; and
 - leave expectations.
- (b) A Staff Member, who is employed on a Part-Time basis, is not eligible for the grant of L & D leave or the reimbursement of fees in relation to a course of study.
- (c) The amount of leave and financial assistance will be that which is agreed/approved by AIMS in response to the application.

43.4.2 Approval:

- (a) Once completed the L&D Application is to be supported by the Staff Member's Immediate Supervisor and Next Level Supervisor and AIMS' Human Resources Manager having regard to:
- the L&D principles listed in clause 43.2 above;
 - the duties of the Staff Member;
 - the operational needs of the work unit in which the Staff Member performs their duties;
 - the operational needs of AIMS;
 - the career development needs of the Staff Member;
 - the future needs of AIMS; and
 - any factor the Immediate Supervisor/s consider/s relevant.
- (b) Final approval for a short course of study is to be obtained from the Staff Member's Team Leader or Support Group Manager for financial component and the Human Resources Manager for L&D leave.
- (c) Final approval for course of study is obtained from the CEO.

43.4.3 Leave:

- (a) L&D leave refers to leave approved to complete the requirements of the course of study and is approved in accordance with the L&D application process described in clauses 43.4.1 and 43.4.2.
- (b) A Staff Member is entitled to paid L&D leave to:
- prepare for an exam or an assignment (1 day, per subject, per semester);
 - sit an exam;
 - attend courses with a compulsory residential component (normally limited to 5 days total per annum, additional leave may be negotiated on a case by case basis);
 - attend courses with an optional residential component (normally limited to 2 days per annum, additional leave may be negotiated on a case by case basis);
 - attend compulsory lectures, tutorials and workshops which are available during work hours will be capped at one (1) day per fortnight;

- attend a short course of study (normally limited to 2 days total per annum, additional leave may be negotiated on a case by case basis);

(NOTES : (i) For the purposes of this clause L&D leave will not be granted retrospectively.

- (ii) A Staff Member may apply to their Immediate Supervisor for a period of leave without pay to undertake full time study commitments in accordance with the L&D application process described in clauses 43.4.1 & 43.4.2 (**Refer:** Clause 69).

43.4.4 Financial Assistance:

Financial assistance refers to the reimbursement of relevant expenses incurred as part of a short course of study or course of study and is approved by AIMS under the L&D application process described in clauses 43.4.1 and 43.4.2. Financial assistance is subject to the following conditions:

- it will not be granted for unapproved study activities;
- reimbursement up to 100% of short course or course of study fees (including fees associated with *Higher Education Support Act 2003 (Cth)* i.e., HECS, HELP) and compulsory text book fees (**NB:** Text books will become the property of AIMS after the course of study has been completed);
- it will not cover compulsory service fees, graduation fees, residential accommodation fees, penalty fees for late enrolment or any other fee as a result of some act or omission on the Staff Member's part;
- it will be paid on the following provisos:
 - (i) that sufficient evidence is produced that confirms that the Staff Member has passed the examination/s that they were enrolled in for the relevant academic period;
 - (ii) that all course requirements specified by the educational institution have been complied with, in cases where satisfactory completion does not depend upon the passing of examinations;
 - (iii) the Staff Member produces original receipts for the payment of fees to the institution; and
 - (iv) the Staff Member was a Staff Member on the date on which the examination results were announced.

44. MERIT PROMOTION

44.1 Merit Promotion to a higher AOF level may be approved where:

- a Staff Member has a sustained record of achievement that clearly demonstrates the requirements defined for the next AOF level in the relevant Functional Area Work Classification Standards (**Refer:** APA Guidelines); and
- AIMS requires the role to be performed at the higher level for the foreseeable future.

44.2 Since Staff will develop their roles and competencies at different rates, depending on their personal potential and the opportunities that arise in the workplace, the period over which sustained performance can be demonstrated will vary but would normally be at least two (2) and will not be less than one (1) full (i.e., 12 month) APA cycle. Where the performance is over a period less than two (2) full APA cycles, the case must clearly address the candidate's capacity to sustain that level of performance beyond the period being assessed.

44.3 A Staff Member need not be on the maximum performance and development step of their existing AOF level to be promoted.

44.4 Where a promotion is denied on the grounds that there is no organisation requirement or ongoing need for the role to be performed at the higher level for the foreseeable future, the Staff Member will be advised in writing of the functions or activities that are no longer required to be performed. The work objective set through the APA process will reflect this advice.

44.5 The names of Staff who receive a Merit Promotion will be publicised within AIMS.

45. NON -CASH RECOGNITION REWARDS

45.1 These rewards may be given to individuals or teams to mark praiseworthy effort or long service where other rewards are not appropriate.

45.2 These rewards are separate from normal salary and allowance payments made to Staff for their work and are not a substitute for such payments.

45.3 Staff may be nominated for a non-cash recognition reward by colleagues, Supervisors or senior managers, at any time.

45.4 A list of non -cash recognition rewards is detailed in the APA Guidelines:

45.5 Any tax in relation to a non-cash recognition reward will be paid by AIMS.

45.6 AIMS' Management will decide on the best method of collection of details to enable the publishing within AIMS of the names of non-cash recognition reward recipients.

45.7 Proposals for Non-Cash Recognition Rewards may be lodged and processed at any time.

46. PERFORMANCE CASH REWARDS

46.1 Performance Cash Rewards may be applied to teams as well as to individuals. Team rewards should be fairly distributed amongst team members according to their contribution.

46.2 Performance Cash Rewards will be available where there is a case for rewarding performance but where accelerated advancement, reclassification or other reward options are not suitable. Performance Cash Rewards are not to substitute for other rewards where the necessary eligibility criteria have been satisfied. Criteria for a cash reward should include an unexpected 'spike' in responsibility and performance above and beyond that expected in the Position Description of the Staff Member and which is not expected to be sustained over a longer term.

46.3 Staff may be nominated for a Performance Cash Reward by colleagues, immediate supervisors or senior managers.

46.4 The maximum Performance Cash Reward payable to a Staff Member is \$5,000 per annum.

46.5 The Reward Review Committee will consider reward nominations, including the amount and distribution within teams, and make recommendations to the CEO.

46.6 A Performance Cash Reward can be converted to a non-cash reward subject to any fringe benefits tax being deducted in which case the Staff Member will then receive the net value.

46.7 The names of Staff who receive a Performance Cash Reward will be publicised within AIMS.

47. PERFORMANCE CULTURE

AIMS will foster an environment in which exemplary standards of performance and behaviour of individuals and teams are recognised and rewarded through consistently applied and transparent processes.

48. PROFESSIONAL MEMBERSHIP FEES

48.1 AIMS agrees to pay the annual membership and any other like fees for any professional body or association of a full-time Officer of AIMS where being a member of the body or association is necessary to enable the full-time Officer to lawfully practice or hold themselves out as being able to practice as a member of that profession provided that the Officer's work at AIMS involves them in the capacity of the profession of which they are a member to substantial or material extent.

48.2 AIMS will consider the payment of annual membership and any other like fees for any professional body or association of a full-time Officer of AIMS where being a member of the body or association is not necessary to enable the full-time Officer to lawfully practice or hold themselves out as being able to practice as a member of that profession provided that the

Officer's work at AIMS involves them in the capacity of the profession of which they are a member to a substantial or material extent and they can reasonably satisfy senior management that such membership will be beneficial to AIMS.

48.3 Any Officer entitled to payment or reimbursement pursuant to these provisions shall be required to produce a tax invoice containing details of the membership fees.

49. REWARD ASSESSMENT PROCEDURES

Cases for accelerated advancement within an AOF level, promotions and performance cash rewards will be considered by the Reward Review Committee on an annual basis.

Membership of the Reward Review Committee will be approved by the CEO.

AIMS will provide to unsuccessful Performance Reward applicants, constructive feedback and advice.

The Reward Review process will take place after the completion of the APA Stage 3. The appraisal cycle is 1 May to 30 April of the following year. The Human Resources Services will issue an *all Staff* email advice detailing the date applications must be received by and directions for lodgement.

50. SUPERIOR PERFORMANCE RATING (SPR)

The SPR reward category applies to Staff at a career plateau.

- 50.1** SPR means that an Officer at a career plateau has demonstrated superior achievement relative to other Staff in their functional area at their current classification level in the preceding twelve (12) months. While the Officer must have significantly exceeded the objectives for that assessment period, in doing so they have not met the requirements for reclassification and it is not foreseeable that they would do so for the subsequent twelve (12) months.
- 50.2** Staff at a career plateau in AOF levels 1 to 7 who receive a SPR may be awarded a special lump sum payment in July following the year of assessment. The amount of the lump sum is equal to 7% of the Staff Member's annual salary.
- 50.3** Staff at a career plateau in AOF levels 1 to 7 who receive a SPR and who do not receive a lump sum will be placed on the premium step for their level (a premium step will have the value of 107% of the annual rate at the career plateau). Placement on a premium step will be approved for 27 fortnights. At the end of that period, the Officer will return to the salary point held prior to the award of the SPR. Staff who have received a SPR are not precluded from receiving one in subsequent years, providing they again satisfy the criteria.
- 50.4** The SPR applies only to Staff at a career plateau as defined in clause 50.5. A SPR rating is not a substitute for promotion.
- 50.5** Staff will be accepted as being at a **career plateau** where:
- they have been at the maximum pay point of their AOF level for two (2) years prior to the year in which the reward is to be paid; and
 - reclassification is not currently appropriate or foreseeable in the subsequent twelve (12) month period.
- 50.6** The overall distribution of SPR (and other rewards) will be compiled each year for Management review.
- 50.7** The names of Staff who receive a SPR will be publicised within AIMS in line with announcements about Reclassifications, Merit Promotions, Accelerated Advancements and Performance Cash Rewards.

PART E – STAFF PARTICIPATION

51. ALTERNATIVE DISPUTE RESOLUTION

51.1 In addition to the Dispute Resolution Term in clause 11.1, should a dispute arise under this Agreement that has not been resolved at the workplace level pursuant to clauses 11.1 to 11.3 then as an alternative to the process referred to in clauses 11.4 to 11.7 and due to greater efficiency, accessibility and convenience an alternative dispute resolution process is deemed more appropriate by the parties, the following procedure can apply in lieu of the process referred to in clauses 11.4 to 11.7 :

- (i) the parties to the dispute can elect to use an Alternative Dispute Resolution (**ADR**) process in an attempt to resolve the matter;
- (ii) the ADR is to be conducted by an accredited ADR provider agreed between the parties to the dispute;
- (iii) the ADR provider will attempt to resolve the dispute through an ADR process which may include mediation, conciliation, expressing an opinion or making a recommendation; and
- (iv) the ADR provider's fees will be paid by AIMS.

52. CODE OF CONDUCT

52.1 The parties acknowledge that Staff will, in the course of their employment behave in accordance with prescribed guidelines on official conduct outlined in AIMS' Code of Conduct.

53. EMPLOYEES RIGHT TO REPRESENTATION

AIMS acknowledge that every Staff Member is free to decide whether or not to join and be represented by a Union in the workplace, including during all enterprise bargaining processes. AIMS will respect and facilitate Staff Members' choice and will not take action to dissuade Staff Members from joining or being represented by a Union.

AIMS will respect and facilitate Staff Members freedom of association and choice in representation, by affording them:

- reasonable paid time, during Ordinary Hours, to seek and receive advice and assistance from their Union or other Recognised Representative in the workplace;
- reasonable paid time, during Ordinary Hours, to attend meetings with their Union or Recognised Representative in the workplace; and
- the right to be represented by their Union or their Recognised Representative on employment issues.

AIMS will respect the rights of Workplace Delegates and Recognised Representatives, and in dealing with each other all parties will act in good faith. In discharging their representative roles at the workplace level, the rights of Workplace Delegates and Recognised Representatives include the right to:

- a) be treated fairly and to perform their role as a Workplace Delegate without discrimination in their employment;
- b) recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- c) the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
- d) reasonable Consultation and access to information about the workplace agency;
- e) reasonable paid time, during Ordinary Hours, to represent the interests of those they represent to the employer and industrial tribunals;
- f) reasonable paid time during Ordinary 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;
- g) reasonable paid time, during Ordinary Hours to consult with Staff Members;
 - h) reasonable paid time, during Ordinary Hours, to attend appropriate training in workplace relations matters including training provided by a union;
 - i) address new Staff Members about the benefits of Union membership on commencement as part of the normal induction process;
 - j) reasonable access to facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, and other areas where employees meet) for the purpose of carrying out the role of a Workplace Delegate; and
 - k) subject to reasonable notice by the Union and agreement between the parties, reasonable paid Ordinary Hours time to represent union members in representative forums (for example Governing Council meetings)

In exercising these rights, Workplace Delegates and Unions will consider operational issues, departmental policies and guidelines so that the efficient operation of AIMS and the provision of services by the Commonwealth is not prejudiced.

AIMS will provide Unions and their Workplace Delegates with access to a prominently positioned notice board, an electronic notice board and email to facilitate the communications of industrial and workplace matters with Staff Members (subject to individual employees exercising their right to opt out).

54. FACILITIES FOR STAFF AND/OR UNION REPRESENTATIVES

54.1 A Staff and/or Union representative is a Staff Member who is chosen by Staff to represent their views to AIMS' Management for the purposes of this clause.

54.2 Effective participation requires adequate support for Recognised Representatives to fulfil their role of ascertaining Staff views on workplace issues, involvement in dispute settlement processes, representing Staff at consultative meetings and reporting the outcomes of such meetings to the Staff they represent.

Accordingly, AIMS will:

- take into account reasonable time spent on these activities when setting and evaluating APA objectives (**NOTE:** Recognised Representatives and their Immediate Supervisors should agree and record the time to be made available for the purpose of carrying out representative activities pursuant to clauses 53 and 54);
- give Recognised Representatives access to facilities to support these activities; and
- provide time and encourage Recognised Representatives to participate in training to enhance their effectiveness. (**NOTE:** See clause 69.2).

55. FLEXIBLE WORKING ARRANGEMENTS

Individual Flexibility Arrangement

55.1 An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the employer and Employee in relation to one (1) or more of the matters mentioned in clause (a); and
- (c) the arrangement is genuinely agreed to by the employer and Employee.

55.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*; and
- (c) result in the Employee being better off overall than the employee would be if no arrangement was made.

55.3 The employer must ensure that the individual flexibility arrangement:

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

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

55.5 The employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and Employee agree in writing at any time.

55.6 Where management is satisfied that the privacy rights of individuals are not compromised reports on the use of these arrangements will be provided on a regular basis to the Joint Consultative Committee. At a minimum these reports will be provided quarterly. That information will include the following (but without identifying any individual):

- (a) The number of flexibility agreements per classification level;
- (b) The reasons (or purpose) for the use of the flexibility agreements; and
- (c) The conditions varied through each flexibility agreement.

56. STAFF INDEMNITY

56.1 Staff receive indemnity cover to the maximum extent available at law provided always that this will be subject to the terms and conditions contained in AIMS' insurance policies (as may be amended from time to time during the course of this Agreement).

56.2 AIMS currently has insurance cover with Comcover, Comcare and several private insurance companies, examples of the areas covered include:

- public risk liability;
- Directors and Officers liability);
- property loss or damage including motor vehicles and in some circumstances personal effects;
- compulsory third party loss or damage Workers Compensation

56.3 The terms and conditions of the policies applicable as at the date of this Agreement can be viewed on AIMS' website.

57. STAFF PARTICIPATION AND CONSULTATION

- 57.1** Full and effective Consultation, involvement, and participation are essential for the successful implementation of this Agreement. It is the responsibility of both AIMS and its Staff to fully and co-operatively participate in any Consultative arrangements.
- 57.2** The CEO, Staff and their representatives agree to maintain the JCC chaired by the CEO or the CEO's Authorised Person. The JCC is designed as a means for Staff and AIMS' senior management to discuss and/or resolve any matters of concern in the workplace through Consultation and/or negotiation (as appropriate). The JCC comprises Recognised Representatives and an equal number from AIMS' senior management. The objective of the JCC is to promote good Staff- Management relations within AIMS which is achieved by:
- facilitating the research objectives of AIMS;
 - enabling Staff, through their Recognised Representatives, to participate in the process of decision- and policy -making at AIMS;
 - providing a forum for Consultation and open discussions between AIMS' senior management and Recognised Representatives which aim to resolve any differences in a mutually acceptable manner;
 - facilitating the mutual exchange of relevant information; and
 - improving mutual understanding of management and Staff issues .
- 57.3** The JCC will have the primary responsibility for monitoring and reviewing the implementation of this Agreement and any workplace change that is likely to affect Staff. The JCC will be the main vehicle for ongoing Staff participation and Consultation regarding matters covered by this Agreement.

58. WORKERS COMPENSATION

A Staff Member who meets with an accident arising out of or in the course of employment with AIMS shall have the right to claim the benefits provided under the *Safety, Rehabilitation and Compensation Act 1988 (Cth)* (SRC Act) as administered by COMCARE, the Government's Workers Compensation agency. (**NOTE:** COMCARE is also responsible for monitoring compliance in the workplace under the *Occupational Health and Safety (Commonwealth Employees) Act 1991 (Cth)* & www.comlaw.gov.au).

59. WORKPLACE DIVERSITY

- 59.1** AIMS and its Staff recognise that AIMS has a diverse workforce with individual differences in expertise, background, working style, preferences, beliefs, learning style, perspectives, cultures and interests.
- 59.2** AIMS and its Staff agree to value and respect individual differences and make use of them to increase AIMS' productivity and problem-solving capability.
- 59.3** AIMS recognises employment equity is a key element of a diverse workforce. AIMS will encourage Aboriginal and Torres Strait Islander people, people from non-English speaking backgrounds, people with disabilities and women not only to apply for positions but to progress through all AOF levels.
- 59.4** AIMS will encourage all Staff to contribute their strengths and realise their full potential.
- 59.5** AIMS seeks a considerate workplace free from harassment of any kind.
- 59.6** AIMS recognises the need to provide sufficient support and flexibility to enable Staff to balance work and family responsibilities.
- 59.7** AIMS' policy on Workplace Diversity incorporates Equal Employment Opportunity and Disability Awareness Statements.

60. WORKPLACE BULLYING AND HARASSMENT

AIMS' is committed to preventing Workplace Bullying and Harassment and will take action as per its Workplace Bullying, Harassment and Discrimination Policy and Procedures.

(Reference: AIMS Workplace Bullying, Harassment and Discrimination Policy and Procedures.)

6I. WORKPLACE HARASSMENT CONTACT OFFICERS

6I.1 AIMS' recognises the value provided by Workplace Harassment Contact Officers and will:

- support these Staff with ongoing training and refreshers;
- allow reasonable time during Ordinary Hours of Duty to undertake this role;
- provide formal recognition (if desired) in their APA as covered in the Corporate Citizen Activities in the APA Guidelines;
- support assistance from their Union in their workplace to carry out their role; and
- support Union involvement if agreed by the Staff Members involved.

PART F – LEAVE

62. ANNUAL LEAVE

- 62.1.1 Staff Members (other than Casual Employees) will accrue 25 working days paid **Annual Leave** per annum. The Annual Leave accrues on a pro rata basis from date of commencement of employment according to Ordinary Hours of Duty and accumulates from year to year.
- 62.1.2 Annual Leave credits accrue on a pro rata basis.
- 4 weeks at 36 $\frac{3}{4}$ hour week (=147 hours);
plus all AIMS localities receive an additional seven days (57 hours 10 minutes). Additional days are calculated at 8 hours 10 minutes (additional days originally derived from remote locality listed additional days).
- A total annual full-time credit is 204 hours 10 minutes (25 days)
- 62.1.3 To optimise Staff benefits from Annual Leave and to minimise employer costs, Staff are strongly encouraged to use Annual Leave in minimum blocks of 5 working days. Accordingly, all Immediate Supervisors and Staff are encouraged to ensure that Staff take regular breaks from their work and use their Annual Leave credits sensibly to ensure a safer and more productive work place.
- 62.1.4 Annual Leave debits are made on an hour for hour basis with no salary adjustments i.e. Staff are paid at their normal hourly rate and leave is deducted for the period of actual absence (excluding public holidays and rostered off days that fall during the period of leave).
- 62.1.5 Annual Leave counts as service for all purposes.
- 62.1.6 Periods of Long Service Leave cannot be broken with Annual Leave, except as provided by the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*.

62.2 Leave usage

In the interests of Staff health and well being, AIMS will encourage Staff to monitor and use their Annual Leave regularly and Immediate Supervisors will ensure that there is scope for Staff to utilise their Annual Leave. In line with this, procedures have been agreed, to ensure that the credit that a Staff Member has on 1 January each year will be no more than 50 days.

Where it is likely that a Staff Member will have accrued an Annual Leave credit in excess of 50 days on 1st January, the Staff Member and the Immediate Supervisor may discuss and implement an Annual Leave usage plan to ensure the Staff Member's Annual Leave credit does not exceed that amount.

Human Resources Services will monitor the accumulation of leave and in September of each year, will advise Staff and Immediate Supervisors of remedial action as necessary. Where a Staff Member has accrued an Annual Leave credit in excess of 50 days on 1 January of the relevant year, the CEO may where reasonable direct the Staff Member to absent themselves from the workplace until that excess credit has been taken subject to:

- The Staff Member being given one (1) month's notice;
- The period of Annual Leave the Staff Member is directed to take does not exceed the total accrued excess leave credits at the time the direction is given;
- The Staff Member not being directed if they are complying with a Annual Leave usage plan.

- 62.3 Each period of service which has different weekly hours, is calculated separately (e.g. full-time and part-time service). If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available. Part-time service credits are calculated on pro-rata basis of the full-time annual credit entitlement.

62.4 General provisions

- 62.4.1 A Staff Member may take Annual Leave at any time with the approval of their Authorised Person.
- 62.4.2 With the approval of their Authorised Person, a Staff Member may take Annual Leave in advance of the Annual Leave accruing up to a maximum of a full year's credit applicable to that Staff Member.
- 62.4.3 Absence on Annual Leave is paid at the salary rate of the Staff Member at the date the leave is taken and not at the rate payable when the leave was accrued and will include Extended Long Term ERA.
- 62.4.4 Leave without pay does not accrue Annual Leave.
- 62.4.5 Leave without pay totalling 30 or more calendar days does not count as service for any purpose.
- 62.4.6 Where a Staff Member ceases duty with AIMS for any reason other than death, the Staff Member will receive payment in lieu, calculated at the Staff Member's final rate of salary, for any unused Annual Leave credits and will repay to AIMS, any Annual Leave taken in advance which has not been accrued.
- 62.4.7 Any Annual Leave taken in advance which has not been accrued shall then be a debt due and payable to AIMS.
- 62.4.8 Where a Staff Member is to be retired on the grounds of invalidity, he/she may, if they desire, be granted Annual Leave following the expiration of their Personal/Carer's Leave providing they have an Annual Leave entitlement.

62.5 Annual Leave 'Sell Back'

Staff may voluntarily 'sell back' up to 81 hours 40 minutes (10 days) in a year upon written request by a Staff Member, provided they have previously taken at least fifteen (15) days Annual Leave in that year. By mutual agreement, a Staff Member may sell back more leave, however such may be refused at the discretion of AIMS' Management/Authorised Person.

NB: The Staff Member must have four (4) weeks (18 days for full time Staff) accrued leave available after the 'sell back' of the leave. **Refer:** National Employment Standards

- 62.5.1 Payment for any 'sell back' shall be calculated at the rate that the Staff Member would have received if they had taken the leave at the time the request is made, except that any ERA shall not apply.

62.6 Annual Leave – Payments on the Death of a Staff Member

Where a Staff Member dies, or the CEO has directed after consideration of all the circumstances that the Staff Member shall be presumed to have died on a particular date, the CEO may authorise payment of Annual Leave to a dependant of the Staff Member; or may authorise payments of an aggregated total of the above to two or more dependants of the Staff Member. In the breakup of monies in this manner, the CEO will take into account the respective losses suffered by the dependants as a result of the loss of earnings of the Staff Member. Where an amount is payable under this clause to a person who is under a legal disability, the CEO may authorise payment to a trustee.

- 62.6.1 Where a Staff Member to whom this clause applies, accessed Annual Leave in advance of it accruing which had not been accrued at the date of the Staff Member's death, the value of the outstanding Annual Leave will be a debt due and payable to AIMS. An invoice for the value of the outstanding Annual Leave will be issued at the discretion of the CEO, to the executor/s or legal representative of the Staff Member.
- 62.6.2 Where, upon the death of a Staff Member to whom this clause applies the amount payable under this clause in relation to his or her death would be such that there is no apparent owner of the goods or property, the amount shall be paid to the Commonwealth of Australia.

62.7 Annual Leave in Remote Localities

- 62.7.1 Where a Staff Member is stationed in a remote locality and engaged in duties which cannot ordinarily be performed within Ordinary Hours and he/she is given no compensation in time or money for the extra time worked, the period of leave of absence for Annual specified in Clause 62.1.1 and 62.1.3 may be increased to a period not exceeding a period equivalent to his Ordinary Hours of Duty for a period of four (4) weeks, or in Personal/Carer's circumstances, (5) five weeks.
- 62.7.2 Where a Staff Member is stationed in a remote locality or a locality where climatic conditions are unusually severe, the period of leave of absence for Annual specified in Clause 62.1.1 and 62.1.2 may be increased to a period not exceeding six (6) weeks;
- 62.7.3 A Staff Member stationed in a remote locality may be granted reasonable time for travelling while on Annual Leave in addition to Annual Leave provided that the CEO shall determine the localities to which the provisions of this sub-clause shall apply and the period of leave in respect of each year which shall be granted to Staff Members stationed in each locality.
- 62.7.4 Notwithstanding anything contained in Clause 62, Staff Members stationed in the localities referred to in sub-clause 62.7.2 may be allowed to accumulate credits for leave of absence for Annual for three consecutive years.

63. PERSONAL/CARERS LEAVE & COMPASSIONATE LEAVE.

Personal/Carer's Leave

- 63.1** AIMS Staff, except for Casual Staff Members, will accrue fifteen (15) days paid Personal/Carer's Leave for each year of service with AIMS which can be taken in the following circumstances:
- because the Staff Member is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - to provide care or support to a member of the Staff Member's immediate family, or a member of the Staff member's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member: or
 - (ii) an unexpected emergency affecting the member;
 - for other emergency reasons considered appropriate by the Authorised Person;
- 63.1.1 Staff Members who have exhausted all Personal/Carer's Leave credits are entitled to up to two (2) days unpaid Personal/Carer's Leave per occasion:
- (i) to care for Immediate Family member or member of the Staff Member's household, due to personal illness or personal injury; or
 - (ii) an unexpected emergency affecting the member.

63.2 Personal/Carer's Leave Credits and Accrual

On commencement of employment, the anniversary of which is hereafter referred to as the **Personal/Carer's Leave crediting date**, Staff Members, excluding Casual Employees, are credited with 15 days Personal/Carer's Leave (based on an 8 hour 10 minute day) and accrue an additional 15 days on each completion of twelve (12) months service. Part Time Staff receive a pro rata credit proportioned to their service.

Where a Staff Member exhausts their Personal/Carer's Leave credit in their first 10 years of service the CEO may grant additional Personal/Carer's Leave in anticipation of the next credit

Staff will be able to access Personal/Carer's Leave as they accrue it.

63.3 Personal/Carer's Leave – General conditions

- 63.3.1 A **Personal/Carer's Leave year** is defined as the 12 month period commencing on the Personal/Carer's Leave crediting date and finishing the day before the next Personal/Carer's Leave crediting date.
- 63.3.2 Absence on Personal/Carer's Leave is paid at the salary rate of the Staff Member at the date the leave is taken and not at the salary rate when the leave was accrued.
- 63.3.3 Where a Staff Member has an aggregated number of LWOP NTCAS days in a crediting year that exceeds 22 work days (Monday to Friday inclusive and/or Saturday where Saturday is a normal designated workday) accrual of Personal/Carer's Leave will be reduced by 1/12 for each period of 22 days LWOP NTCAS.
- 63.3.4 Personal/Carer's Leave cannot be converted to salary and cashed out on cessation or termination of employment.
- 63.3.5 If a Staff Member falls sick while on Annual Leave and or Long Service Leave and produces satisfactory medical evidence, the Staff Member will be re-credited the period of Annual Leave or Long Service Leave subject to credits for Personal/Carer's Leave being available.
- 63.3.6 A Staff Member is not able to access paid Personal/Carer's Leave while
- a) on paid Maternity Leave: or
 - b) Primary Carer's leave under clause 66.
- 63.3.7 A Staff Member receiving worker's compensation for more than 45 weeks will accrue Personal/Carer's Leave based on the hours actually worked.
- 63.3.8 Unless otherwise indicated, absence on Personal/Carer's Leave will count as service for all purposes.
- 63.3.9 A deduction of Personal/Carer's Leave is not made for absence on a Staff Member's rostered off days and or Public Holidays.
- 63.3.10 The maximum period of continuous Personal/Carer's Leave with pay allowable is 52 weeks.
- 63.3.11 Staff may be requested to attend a medical assessment as per Clause 18 Fitness for Work with respect to a period of absence on Personal/Carer's Leave.
- 63.3.12 Where a Staff Member has been absent on Personal/Carer's Leave for a continuous period of more than 13 weeks, they must be certified fit for duty by the Australian Government Medical Officer before resuming duty.
- 63.3.13 Personal/Carer's leave with or without pay will count as service for all purposes.
- 63.3.14 The retirement of a Staff Member on the grounds of invalidity shall not, except with the consent of the Staff Member, be actioned earlier than the date on which the Staff Member's credit for Personal/Carer's Leave on full pay exhausts provided that the continuous period on Personal/Carer's Leave does not exceed 52 weeks.
- 63.3.15 Where a Staff Member was retired from service with AIMS on the grounds of invalidity and is re-appointed as the result of action taken under the *Superannuation Act 1976*, the Staff Member shall receive Personal/Carer's Leave credits on the same basis as a new appointee. In addition, shall carry forward any credits for Personal/Carer's Leave held immediately prior to the Staff Member's retirement less an amount equivalent to the initial credit granted to a new appointee.
- 63.3.16 Where a Staff Member has service with a previous employer that is recognisable as service towards Personal/Carer's Leave that Staff Member will have their Personal/Carer's Leave credit on commencement at AIMS adjusted accordingly to accommodate the value of Personal/Carer's Leave arrived at in recognition of the Prior Service. (**Refer** Clause 78 Recognition of Prior Service)
- 63.3.17 Absences due to a Staff Member being affected by personal circumstances (as listed in

Clause 63.1) of three (3) consecutive working days or less will not be debited from a Staff Member's accrued Personal/Carer's Leave credits, but will instead be formally recorded by Personal/Carer's Leave application and Human Resources. Once the Staff Member has taken six (6) days in a year any further Personal/Carer's Leave absences will be formally recorded and debited against the Staff Member's accrued Personal/Carer's Leave credits.

63.3.18 A Staff Member cannot be granted Personal/Carer's Leave beyond the date of their appointment expiration.

Compassionate Leave

63.4 A Staff Member, except for Casual Employees, is entitled to two (2) days paid Compassionate Leave for each occasion, which can be taken in the following circumstances:

- when a member of the Staff Member's Immediate Family or a member of the Staff Member's household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life;
- on the death of an Immediate Family member or member of the Staff Member's household.

63.4.1 This Compassionate Leave entitlement is not deducted from the Staff Member's Personal/Carer's Leave accrual

63.4.2 Subject to satisfactory demonstration of need a staff member may access up to five additional days Compassionate leave that is deducted from their Personal/Carer's Leave accrual.

63.4.3 For Casual Employees, Compassionate Leave is unpaid leave

63.4.4 Unless otherwise indicated, absence on Compassionate Leave will count as service for all purposes.

Notice Requirements - Personal/ Carer's & Compassionate Leave

63.5 Staff are required to advise their Immediate Supervisor as soon as possible of their absence or their need to be absent on Personal/Carer's & Compassionate Leave.

NB: Staff are required to absent themselves from duty for the duration of their medical practitioner's advice (i.e. medical certificate) or where applicable undertake a graduated return to work plan. (**Refer:** AIMS Rehabilitation Procedure).

63.5.1 Absences for more than three (3) consecutive working days must be supported by appropriate documentation and this documentation should be provided within three (3) working days or the Staff Member may be deemed to have been on Personal/Carer's Leave without pay or Annual Leave for the duration of the absence. Where the required documentation is then provided, the deemed Personal/Carer's Leave without pay or Annual Leave will be converted to Personal/Carer's Leave with pay provided the Staff Member has sufficient Personal/Carer's Leave credits, or Compassionate Leave.

63.5.2 Where a Staff Member is absent without approval all pay and other benefits will cease until the Staff Member resumes duty or is granted leave.

64. FAMILY LEAVE

PARENTAL LEAVE (UNPAID)

64.1 Staff are entitled to 12 months unpaid parental leave in accordance with the Fair Work Act 2009 (Cth). Under the Act Staff are also entitled to apply for a further 12 months unpaid parental leave.

The CEO shall determine whether unpaid Parental Leave counts as service.

MATERNITY LEAVE (PAID & UNPAID)

- 64.2** Entitlements to Maternity Leave are provided for under the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)* and eligible Staff Members are entitled to leave in accordance with that Act with the following additions:
- 64.2.1 A Staff Member who is eligible for maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)* is entitled to:
- (a) a period of twelve (12) weeks and in addition the AIMS' provision of two (2) weeks, making a total of fourteen (14) weeks paid maternity leave;
 - (b) up to 52 weeks unpaid leave as per section 6, *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*.
- 64.2.2 Paid Maternity Leave shall count as service for all purposes.
Unpaid Maternity Leave under this clause is not cumulative with Parental Leave.
- 64.2.3 Half Pay Option - The payment of paid maternity leave may be spread over a period of up to 28 weeks at a rate of half normal salary. Any paid leave beyond the first fourteen (14) weeks does not count as service for any purpose. This administrative arrangement does not extend the total period of paid or unpaid maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*.
- 64.3** Where a Staff Member on maternity leave applies for paid leave after the expiration of the period of paid maternity leave absence, and is eligible for that leave, the leave will be granted.
- 64.4** A Staff Member is required to provide three (3) months notice in writing (in advance) to apply for Maternity Leave in conjunction with providing a certificate from a registered medical practitioner that indicates the expected date of confinement (**EDC**). If the three (3) months notice required is not possible (for instance due to a premature birth) then an application for Maternity Leave should be made as soon as possible after the birth of the child.
- 64.5** A Staff Member is required to provide four (4) weeks notice in writing regarding resumption of duties.
- Adoption/Guardian Leave:**
- 64.6** Adoptive/Guardian parents may access leave on the same terms as available under the Maternity Leave provisions at sub-clause 64.2 to 64.5 and Paternity Leave provisions at Clause 65.
- 64.7** Any additional leave without pay totalling 30 calendar days or more taken in addition to the legislative 12 weeks paid Maternity Leave plus an additional two (2) weeks AIMS' approved Maternity Leave, will not count as service for any other purpose other than to determine a Staff Member's entitlement to a later period of parental leave or as described by the regulations under the *Fair Work Act 2009 (Cth)*.

PATERNITY LEAVE (PAID)

- 65.** On completion of twelve (12) months service, a Staff Member may apply for up to a maximum of four (4) weeks paid **Paternity Leave** on:
- The birth of their child as defined by the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*.
 - The adoption of a child under the age of 16 years; or
 - Becoming a permanent legal guardian for a child under the age of 16 years, who is not already residing with then Staff Member.
- NB: Paternity leave cannot be taken at half pay.

PRIMARY CARERS LEAVE (UNPAID)

Request for additional Primary Carers Leave following parental, maternity or paternity leave

- 66.** Where an employee has used all of their maternity or paternity leave and other parental leave entitlements, including additional leave under s.76 of the FWA, the employee may apply to the CEO for additional unpaid leave up to a further 156 weeks where they are the primary carer.

Where the CEO refuses to grant leave under this clause s/he must provide written reasons.

A refusal by the CEO to grant leave under this clause is not reviewable.

Employees requesting additional leave under this clause are to provide at least 3 months notice of their request.

An employee may request in writing to return to work on a date earlier than approved. The granting of such a request will be at the discretion of the CEO.

Employees resuming duty after leave will return to the same classification level they held prior to their leave.

Leave under this clause will not count as service.

67. COMMUNITY SERVICE LEAVE

AIMS may grant paid leave to attend Community Service related activities as follows:

67.1 Staff Called as Witnesses

A Staff Member required as a witness on behalf of the Commonwealth, or of AIMS, shall not be entitled to receive any witness fee but shall be granted leave with pay for the period of necessary absence, and in cases where he/she is required to travel he/she may be allowed to claim reimbursement of travel expenses.

A Staff Member subpoenaed or called as a witness on behalf of a State shall be deemed to be on official duty and no witness fees other than expenses paid by AIMS for travel expenditure shall be charged by or paid to the Staff Member. Any fees received are to be paid to AIMS.

A Staff Member subpoenaed or called as a witness in other circumstances may be granted leave without pay and fees received as a witness may be retained by the Staff Member. Leave granted under the provisions of this clause shall count as service for all purposes.

67.2 Staff Called as Jurors

A Staff Member summoned as a juror to attend court during their Ordinary Hours of Duty shall be granted leave with full pay. Any payments received by the Staff Member in relation to jury service are required to be paid to AIMS other than an amount that is, or that is in the nature of, an expense-related allowance. Leave granted under the provisions of this clause will be with pay and will count as service for all purposes.

67.3 Emergency Services

Staff undertaking State Emergency Services (SES) and other community related activities will be governed by terms as legislated in the *Fair Work Act 2009(Cth.)*

Refer: Clause 69 Miscellaneous Leave - With/Without Pay

68. DEFENCE LEAVE

- 68.1** Defence Leave may be granted to enable Staff Members to engage in full-time defence service, in defence service training as members of the Defence Reserve, and in employment in the interests of national defence, as follows:

(a) **Leave on recruitment or for initial training** as a member of the Defence Reserve will be entitled to up to two (2) weeks with pay.

(b) **Leave to undertake training as a member of the Defence Reserve** may be granted with pay up to a maximum of 28 calendar days in a year commencing 1 July and ending 30 June.

(c) **Leave other than that for training** may be granted with or without pay.

- (d) **Full-time service** in time of war as a member of the Australian Defence Forces, of a country allied or associated with Australia for the purpose of defence, or of the United Nations.
- (e) **Full-time service** as a member of a part of the Australian Defence Force or of another force that is engaged in operations for the purposes of the United Nations. Leave will be on full salary for the first two (2) weeks followed by leave without pay.
- (f) **Continuous full-time service** as a member of the Navy, Army or Air Force for a period not exceeding four (4) years for which the Staff Member has volunteered. Leave will be on full salary for the first two (2) weeks followed by leave without pay.

68.2 Defence Leave counts as service for all purposes except that, in the case of employment in the interests of national defence, only the first twelve (12) months counts for Annual Leave purposes.

68.3 Staff Members who are members of the Defence Reserve may also apply for Annual Leave and/or Long Service Leave for Defence Reserve purposes.

68.4 Leave under 68.1 (a) and (b) may accumulate and be taken over a two year period.

68.5 Staff who are members of the Defence Reserves and receive payment will not be required to pay their tax-free Reserve salary to AIMS.

68.6A Staff Member, at the time of applying for Defence Leave must submit evidence that they are required to engage in a service specified in Clause 68.1 and on the conclusion of the leave must provide certificated evidence that they actually attended.

69. MISCELLANEOUS LEAVE (PAID AND UNPAID)

69.1 The CEO may approve leave for reasons not covered by other leave categories having regard to the operational needs of AIMS and the workplace. Miscellaneous Leave can be either with or without pay as indicated below:

69.2 Miscellaneous Leave with pay may be granted by the CEO in the following non exhaustive circumstances:

- (g) Participation in major international sporting events; or
- (h) Workplace Relations training – subject to operational requirements;
- (i) Leave to a Staff Member in extraordinary circumstances e.g. state of emergency situations such as bushfires, floods, earthquakes and/or cyclones.

69.3 Miscellaneous Leave without pay may be granted by the CEO for a period not exceeding three (3) months, or under special circumstances, for a period not exceeding twelve (12) months, or where the leave is granted for purposes relating to the duties of the Staff Member or where the CEO is satisfied that the leave is in the interests of AIMS or the Commonwealth of Australia or other periods the CEO considers reasonable under the circumstances.

Leave for the following reasons can be granted under this clause:

- (j) full-time study commitments (See also Clause 43);
- (k) days of cultural or religious significance for Staff Members;
- (l) Staff Member accompanying a partner on a posting;
- (m) employment or work in the interests of the Commonwealth of Australia or;
- (n) for other purposes where other types of leave have been exhausted; and
- (o) regular training and ceremonial duties in relation to emergency services duties.

69.4 The CEO shall determine whether leave under this clause will count as service for any purpose and leave will be restricted to cases where the CEO is satisfied that special circumstances exist (e.g. where a Staff Member applies for leave without pay to complete a course of study relating to the work being performed by the Staff Member).

69.5 Illness Arising from War Service

69.5.1 Subject to satisfactory evidence as to the necessity for such leave, Staff Members who are ex-members of the Defence Forces may be granted Miscellaneous Leave with pay in one or more periods up to a maximum of two (2) weeks in each year of service without deduction from Annual or Personal/Carer's Leave credits for the following purposes –

- (a) Attending hospital, Out-Patients' Clinic, or Medical Officer –
 - i) for pension review;
 - ii) to report for periodical examination, attention or treatment; and
- (b) Attending limb factories for supply, renewal and repair of artificial replacements and surgical appliances;

Such Miscellaneous Leave shall be in addition to Personal/Carer's Leave.

69.5.2 Leave of absence for the purpose of sub-clause 69.5.1 in excess of two (2) weeks in any year of service shall be deducted from Personal/Carer's Leave credits.

69.5.3 Leave required by a returned soldier to appear before a War Pensions Appeal Tribunal shall be granted with pay under Clause 69. 3 Miscellaneous Leave With/Without Pay and where the leave granted under that clause is exhausted, the period of absence shall be deducted from Annual Leave due, if any, or be granted without pay.

69.5.4 Where a Staff Member who is a returned soldier is absent as a result of disabilities due to war service, and it is not possible to grant him/her Personal/Carer's Leave either with or without pay from normal Personal/Carer's Leave credits, the CEO may grant him/her Personal/Carer's Leave without pay. Absence on such Personal/Carer's Leave, while not breaking continuity of employment, shall not count as service for any purpose.

70. LONG SERVICE LEAVE

Staff entitlements to Long Service Leave is pursuant to the Long Service Leave (Commonwealth employees) Act 1976. However entitlements must be taken at a minimum of seven (7) days per occasion.

71. PUBLIC HOLIDAYS

71.1 The following days, or any days prescribed under the law of any State or Territory to be observed in lieu thereof in that State or Territory, shall be observed as holidays by AIMS Staff:

1 January	New Year's Day
26 January	Australia Day
	Easter (Good) Friday
	Easter Saturday
	Easter Monday
25 April	Anzac Day
25 December	Christmas Day
26 December	Boxing Day
	Queens's birthday
	Labour Day or equivalent

71.2 In addition to the days mentioned above, any additional days to be observed as local public holidays, where these days are declared under State or Territory law and observed by the whole of the community in that Region, State or Territory.

71.3 The rate of pay for holidays occurring during absence on leave shall be the same as that allowed for the period of leave in which the holidays occurs.

71.4 In addition to the legislated public holidays set out in 65.1, Staff will observe an additional holiday each year on the ordinary working day following the Boxing Day public holiday or its substitute.

PART G – WORK / LIFE BALANCE

The CEO and Staff Member may make mutual agreements regarding work/life balance arrangements provided the agreements are not inconsistent with the terms of this Agreement or the *Fair Work Act, 2009 (Cth)*.

72. AIMS' ASSOCIATES

- 72.1** Associate Appointment recognise in a formal way the ongoing contribution and relationship associated with retired Staff Members who wish to retain an active role in science and continue important research or to complete research already well advanced.
- 72.2** An Associate Appointment cannot be offered until after the Staff Member has officially retired. Associate Appointments will be offered for a period of up to twelve (12) months with an option of extension.
- 72.3** AIMS 'Associates will not be Staff nor will they receive any direct remuneration. AIMS' Associates will be covered for personal / accident insurance under a general insurance policy that covers all approved Visitors in accordance with AIMS' Policy and Procedures on Visitors and the AIMS' Associates will be expected to report annually to the Research Director or an Authorised Person with respect to progress and achievements.
- 72.4** AIMS' Associates will be deemed to be employees solely for the purposes of coverage under the *Work Health and Safety Act 2011*.

(Reference: AIMS' Associate Appointments Procedure)

73. EMPLOYEE ASSISTANCE PROGRAM

AIMS will provide access to a Staff Assistance Scheme at no cost to Staff. A confidential, independent professional counselling service will be available 24 hours a day and seven (7) days a week to Staff and their families and Visitors to help resolve personal and work related problems.

(Reference: AIMS Employee Assistance Procedure).

74. BLANK CLAUSE *THIS CLAUSE HAS INTENTIONALLY BEEN LEFT BLANK.*

75. 48/52 ARRANGEMENT

- 75.1** The 48/52 arrangement (**48/52 leave**) provides a work / life balance initiative which gives Staff access up to twenty (20) days unpaid leave each year in addition to Annual Leave and other Staff entitlements. This arrangement is available to all full-time Officers on Fixed Term and Indefinite Appointments only (**NOTE:** Staff appointed under section 33 of the *AIMS Act 1972 (Cth)* as Temporary Employees are usually appointed for less than twelve (12) months.)
- 75.2** Eligible Staff may elect to purchase up to an additional four (4) weeks (i.e., twenty (20) days) leave per year if it meets the operational requirements of their work unit. Under this arrangement, salary for the forty eight (48) weeks worked is spread over the fifty two (52) week period.
- 75.3** 48/52 leave is required to be purchased in a block of no less than one (1) normal working week (i.e. five (5) days) and fully approved prior to 30 April in each Staff Member's year of work for commencement in the next following financial year. The utilisation of this leave will then be a matter between the Staff Member and their Immediate Supervisor i.e., if ten (10) days are purchased the 48/52 leave can be taken in periods of one (1) day or other timeframes as may be agreed with the Immediate Supervisor.
- 75.4** The way that 48/52 leave is taken may affect Long Service Leave accrual, Annual Leave credits and Personal/Carer's Leave credits.
- 75.5** Periods of 48/52 leave up to thirty (30) calendar days can be taken without any loss of continuity of service. However if additional 48/52 leave is taken resulting in more than

thirty(30) calendar days 48/52 leave without pay, the total period of leave will not count as service for any purpose.

75.6 48/52 leave is not an entitlement and requires approval by the Authorised Person.

75.7 On resignation, transfer (pursuant to clause 80) and/or at the end of the twelve (12) month period, a reconciliation of the 48/52 leave taken and salary paid will be required.

75.8 The Staff Member's salary for superannuation purposes will continue to be their full time salary as allowed under the relevant superannuation legislation.

75.8 Applications must be approved by 30 April for implementation in the next following financial year. (Reference: AIMS 48/52 Scheme Procedures).

76. OCCUPATIONAL HEALTH & SAFETY

76.1 AIMS and its Staff agree that they will strive to promote and maintain a work environment which protects the health, safety and welfare of all Staff at AIMS.

76.2 AIMS' management will take all reasonable and practical steps to monitor the health and safety of its Staff at work and the condition of the workplaces which are under AIMS' control and will provide ongoing training to all Staff, including the induction of new Staff in basic occupational health and safety principles.

76.3 AIMS and all Staff agree to work in accordance with AIMS' OH&S policies, safety procedures and requirements and to cooperate to the extent necessary to enable AIMS to meet its duty of care requirements, under the provisions of the *Work Health and Safety Act 2011*.

76.4 All Staff agree to participate in relevant OH&S training and awareness activities.

Health & Wellbeing

76.5 AIMS will provide annual skin check and flu vaccination programs for those employees wishing to participate. In most instances and unless circumstances dictate these will be provided on site.

76.6 AIMS will all consider the provision of additional healthy lifestyle initiatives on merit.

77. PART TIME / JOB SHARE

77.1 AIMS recognises two (2) categories of Part -Time Staff:

77.1.1 Staff Member initiated Part- Time employment referred to as Staff Part –Time positions; and

77.1.2 Management identified Part -Time positions referred to as Management Part –Time positions.

77.2 AIMS has set different minimum days per fortnight for each of the categories referred to in clause 77.1 and reserves the right to assess each application for Part -Time employment on its merits as to whether or not it is mutually beneficial. Where it is beneficial to both AIMS and the Staff Member, a flexible approach may be applied to the number of days that a - Part- Time Staff Member is able to work each fortnight.

77.3 Management Part -Time Positions - The Authorised Person may identify a position as a Management Part- Time position where there is insufficient workload for a full-time position. Management Part -Time positions may be between one (1) and eight (8) days each fortnight. Staff who are promoted/transferred/appointed to a Management Part -Time position do not have a right of reversion or conversion to full-time employment at AIMS. No Staff Member can be promoted/transferred/appointed to a Part -Time position without their consent.

77.4 Staff Part- Time Positions - All Staff are eligible to apply to work on a Staff Part -Time position basis including Staff returning to work from Maternity, Paternity or Personal/Carer's Leave. Staff Part -Time positions may be between six (6) and eight (8) days inclusive each

fortnight where it is beneficial to all parties (see also clause 77.2). The application for a Staff Part - Time position shall identify the Staff Member's requirements and will be subject to the following considerations:

- (a) all applications will be considered promptly by the Authorised Person with due account given for the reasons put forward by the Staff Member in support of the application; and
- (b) if after Maternity Leave, a Staff Member applies to return to work on a Part- Time basis, the first twelve (12) months of her application should be approved, where this can be reasonably provided, taking into account AIMS' and the Staff Member's requirements.

77.5 Procedure in relation to Part-Time Positions

- (a) Unsuccessful Applications - The Authorised Person will provide written advice to unsuccessful applicants for Staff Part -Time positions within four (4) weeks of receipt of the application together with information on avenues to seek a review of the decision.
- (b) Successful Applications – Prior to commencing of Part -Time work, AIMS and the Staff Member shall agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the Staff Member will work, the actual starting and finishing times each day and whether the Part -Time work is for a specified period.
- (c) Absence of Duress-No pressure will be exerted on a full-time Staff Member to convert to Management Part -Time work or to transfer to another position to make way for Management Part- Time work.

77.6 Reversion

- (a) Where full-time Staff are permitted to work in a Management Part -Time position for an agreed period not exceeding twelve (12) months (or in mutually beneficial circumstances up to twenty four (24) months), the Staff Member will have a right to revert to full-time employment at the level and in the position that the Staff Member occupied prior to entering into the Management Part -Time work arrangement.
- (b) Where a Staff Member has a Management Part -Time position which is for a period greater than twelve (12) months (other than in the mutually beneficial circumstances referred to in clause 77.2), and the Staff Member requests to revert to full-time hours, the CEO will attempt to accommodate that request. The parties agree that such Staff Member does not have an automatic entitlement to convert or revert to full-time hours.
- (c) Where a Staff Member is approved to work on a Management Part -Time basis for a period exceeding twelve (12) months in a position other than the position occupied on a full-time basis immediately prior to commencing the Management Part -Time work and that Staff Member desires to revert to full-time employment, the CEO will attempt to accommodate that request. The parties agree that such Staff Member does not have an automatic entitlement to convert or revert to full time hours.
- (d) The Staff Member should provide notification in writing to the Authorised Person of their desire to revert to full-time employment.

77.7 Variation

Any Part -Time work arrangement may be varied by agreement provided it is recorded in writing signed by both parties.

77.8 General Provisions

77.8.1 The prescribed weekly hours will not be varied, amended or revoked without the informed written consent of the Staff Member.

- 77.8.2 Personal/Carer's Leave will be accrued on the basis of the weekly hours prescribed for the Staff Member, calculated in accordance with the standard formula at clause 63.
- 77.8.3 Annual Leave will, on 1 January of each year, accrue by way of an Annual Leave credit on a pro-rata basis of full-time equivalent entitlement in accordance with the formula used to calculate Annual Leave as set out in clause 62.
- 77.8.4 Overtime will be payable to a Staff Member for duty directed to be performed outside the Ordinary Hours specified for that Staff Member (whether full-time or part-time).
- 77.8.5 All **allowances** and **entitlements** are to be paid on a pro-rata basis
(**Reference:** AIMS Permanent and Part- Time Employment Procedure)

PART H – STAFF MOBILITY – COMMENCEMENT, RELOCATION & TRAVEL

78. APPOINTMENT CONDITIONS

78.1 Appointments - New

- (a) A new appointee may be offered assistance with national and international relocation upon offer of employment. The CEO has the authority to approve financial assistance over and above the provisions outlined in exceptional circumstances and on a case by case basis.
- (b) Appointees may be entitled to:
 - (p) Reimbursement for economy air fare/s to the locality of appointment, including, if applicable, the fares of dependants. New appointees intending to use a private vehicle or another form of transport to travel to the new location must consult with AIMS' Human Resources Services before commencing their journey. Original receipts for out of pocket fuel expenses are to be provided for reimbursement.
 - (q) Reimbursement will be available up to a maximum equivalent cost of economy airfares. (**Refer:** also clause 81)
 - (r) Reimbursement for removal of household furniture and personal effects upon securing three (3) competitive quotations and subsequent approval of removalist by AIMS.
 - (s) Reimbursement of one (1) motor car or cycle owned by the appointee, transported by rail or road to the new locality.
 - (t) Reimbursement of relocation costs excluding airfares for an international appointee of \$2,000 to assist with the relocation of personal effects (not household goods).
 - (u) Up to three (3) weeks temporary self contained accommodation assistance in the new locality.

- (NB: i) Visa- related costs of the new appointee and dependent/s (i.e., medical assessment / chest x-ray, police clearance/s, application fees etc) will be met by AIMS.
- ii.) In the case of currency conversion, reimbursement will be based on the rate of conversion applicable at the date the expense is incurred.
 - iii) Transit insurance and cost of packaging, materials and cleaning will be the responsibility of the appointee and will not be covered as part of the relocation reimbursement by AIMS.
 - iv) If on appointment, a new appointee is provided with temporary short term accommodation (furnished or partly furnished) and requests to store furniture and/or personal effects, they may be provided with assistance to cover the cost of storage of furniture and personal effects while the appointee secures a place of residence and subsequent delivery to the appointee's new residence. Reimbursement will be considered for a maximum storage period of three (3) months.)

78.2 For the purpose of this clause 78 only the term "**dependants**" shall include the appointee's spouse, children or adopted children under the age of twenty one (21) years and dependent parents of the appointee or the appointee's spouse but shall not include a person who is twenty one (21) years of age or above (unless such person is ordinarily dependent on the appointee for support through illness or physical infirmity) or an adult adopted son/daughter (unless the appointee's services are required in the domestic establishment, or it is necessary for some other good reason, such as invalidity, to accompany the appointee and his other dependants to Australia). In order for any other person who accompanies an appointee to Australia to be accepted as a dependant, the Authorised Person must be satisfied that the other person is wholly dependent on the appointee, and that it is consistent with the appointee's obligations to the other person that such other person shall accompany the appointee to Australia.

(NOTE: In any such case where a fare is paid it shall be subject to the appointee reimbursing AIMS for such fare to the extent determined by the CEO if the dependant returns overseas before the lapse of a reasonable period, namely three (3) years, or if the appointee does not remain in the service of AIMS for a period of three (3) years under the terms of their engagement)

78.2.1 Under the provisions of this clause 78:

(v) Where a Staff Member resigns or retires within three (3) years of commencement of employment, they may be liable to repay a portion of the travel and removal assistance received.

(w) Accommodation assistance granted in accordance with this clause will not be recovered on cessation of employment.

(x) The maximum repayment will usually be based on the length of the Staff Member's service with AIMS by applying the following formula;

- $Total\ travel\ and\ removal\ assistance\ costs\ \times\ uncompleted\ months\ of\ service\ at\ AIMS\ / 36$

79. EDUCATION COSTS - ALLOWANCE

Where a Staff Member is transferred pursuant to clause 82 and has one or more dependants under the age of 20, undertaking the second last year or final year of secondary education and as a consequence of the transfer the child/ children will be scholastically disadvantaged, AIMS will at the discretion of the Authorised Person meet reasonable:

(y) boarding costs (term time) where the child/children usually reside with the Staff Member but will not accompany them upon transfer; and

(z) return airfares for the child to visit the family (term breaks).

- (NOTES:**
- i) This provision will only apply for transfers occurring after commencement of the school year in the originating location of the Staff Member.
 - ii) Where there are other additional costs, these should be documented for consideration of the Authorised Person.)

80. RECOGNITION OF PRIOR SERVICE

80.1 General

New Staff Members of AIMS who, immediately prior to appointment, were employed by an approved institution (including Australian Public Higher Education Institutions and Australian Commonwealth, Federal, State or Local Government Departments) are entitled to recognition of this service for Long Service Leave and Sick Leave purposes where the prior service is service that under the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)* is lawfully required to be taken into account as if it were employment in Government Service.

80.2 Long Service Leave and Prior Service

80.2.1 All continuous service with an approved institution pursuant to clause 80.1 prior to the date of appointment to AIMS shall count as qualifying service for the purposes of this clause 80.

80.2.2 Where the Staff Member has received payment in lieu of Long Service Leave entitlements from a previous employer, this is not transferable as an entitlement to AIMS with only the period of employment being recognised by AIMS as qualifying for future Long Service Leave entitlement at AIMS taking into account the employment status of the Staff Member (i.e., Full -Time, Part -Time or otherwise) and any breaks in service.

80.2.3 On cessation of employment AIMS is obliged to pay out Long Service Leave entitlements unless notified otherwise by the Staff Member.

- 80.2.4 There shall be no more than twelve (12) months break in service between a person's employment with a previous employer and subsequent employment with AIMS.
- 80.2.5 Salary shall be paid at the rate of salary applicable at the time Long Service Leave is taken.
- 80.2.6 In the event of death of the Staff Member, retirement on or after reaching age fifty five(55) years or being retired on grounds of ill health, all previous qualifying service credited by AIMS is taken into account in determining the payment in lieu due under the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.

80.3 Personal/Carer's Leave and Prior Service

- (a) For Personal/Carer's Leave where a new Staff Member has had continuous period/s of employment, this is determined by assessing the prior service history of the Staff Member.
- (b) Calculation of transferable Personal/Carer's Leave (i.e., sick leave) from recognised prior service is determined by applying AIMS' Personal/Carer's Leave Conditions to the duration of the prior service less and Personal/Carer's Leave (or its equivalent), taken during such prior service. Where the previous employer did not require recording of Personal/Carer's Leave (or its equivalent), ten (10) days will be assumed taken per annum.
- (c) The Staff Member must not have had a break in service of greater than two (2) months between their prior employer and likewise for any service that has been recognised by the prior employer.

81. REMOVAL EXPENSES & FARES ON RETIREMENT OR DEATH

- 81.1** Where a Staff Member retires or dies (whilst a current Staff Member) from the service of AIMS, the Authorised Person shall, if they think fit after having regard to -
- (a) the circumstances in which the Staff Member was appointed, transferred or promoted to the locality at which the Staff Member was performing duty immediately before retirement or death;
- (b) the nature of the locality;
- (c) the time spent by the Staff Member and dependants (if any) at the locality; and
- (d) any other relevant matter,

authorise the payment to the Staff Member or deceased Staff Member's dependants of the expenses reasonably incurred by the Staff Member in respect of the conveyance, and the removal of the furniture and household effects, of the Staff Member and of the dependants of the Staff Member who reside with the Staff Member, from the locality to the nearest capital city or to such other place as the Authorised Person in any particular case determines.

- 81.2** For the purposes of clause 81.1, a Staff Member who died while on temporary transfer from one locality to another locality shall, if the dependants of the Staff Member who reside with the Staff Member continue to reside in the first mentioned locality, be deemed to have been performing duty in the first mentioned locality.

82. TRANSFERS

- 82.1** If an existing Staff Member is given approval or requests a transfer to another locality or is successful in an advertised position, assistance will be available in accordance with the relocation assistance available for new appointees provided that where the transfer is for personal reasons the Staff Member shall pay the whole cost of their removal save that they may be able to negotiate some relocation costs should the transfer be beneficial to AIMS.
- 82.2** The following shall apply to the provisions of this clause 82:
- a) A Staff Member transferred from one locality to another because of misconduct shall pay the entire costs of transfer unless otherwise determined by the CEO.
- b) If a Staff Member, who is provided with temporary short term accommodation (furnished or partially furnished) at their new locality, decides to store furniture and personal effects, they

may be provided with assistance as follows:

- (aa) storage of furniture and personal effects while the existing Staff Member secures a place of residence in the new locality and subsequent delivery to the existing Staff Member's new residence; and/or
 - (bb) costs will be considered for a maximum storage period of three (3) months.
- c) A settling allowance of \$3,000.00 will be paid to a Staff Member for any position relocation/Staff transfer between AIMS' facilities (i.e. ,Townsville to Darwin, Darwin to Townsville, Darwin to Perth, Perth to Darwin, Townsville to Perth, Perth to Townsville and any new location).
- d) Under these provisions (clause 82) a Staff Member is eligible for benefits if;
- i) because of the transfer the Staff Member has been obligated to transfer to a work place in a different location; and
 - ii) it would be impractical for the Staff Member to continue to reside at the former location and unreasonable to ask him/her to do so:
- a transfer within the same city or town area does not attract an entitlement under this clause;
- a Staff Member must provide documentary evidence of an expense before reimbursement of an expense or payment of an allowance may be authorised. Such evidence might include (but is not limited to) receipts, invoices, itemised statements, quotes, declarations or certification.

82.3 Forced Transfers-General

- a) **Forced Transfer** is defined as where a Staff Member's position has transferred from one AIMS' facility to another AIMS' facility (as noted in clause 82.2 (c) and/or the position has become redundant wherein the duties usually performed by the Staff Member are to be performed at a different district location/locality.
- b) The objective of this clause is to ensure a Staff Member who is required to transfer from one locality to another, is assisted with reasonable costs necessarily incurred by the Staff Member because of the transfer. In conjunction with the relocation provisions in clause 78, the following provisions apply to Forced Transfers and associated expenses:

82.3.1 Disturbance Allowance

Where a Staff Member is transferred from one location to another due to a Forced Transfer, the following conditions apply:

- (cc) a basic disturbance rate will be paid at \$340 per Staff Member (without dependants/partners), \$712 per Staff Member (with dependants/partner) and \$136 per fulltime student/ dependant child;
- (dd) reimbursement of reasonable charges incurred in the installation, connection or reconnection of one telephone / internet in the Staff Member's new residence; and
- (ee) reimbursement of reasonable and standard charges incurred in relation to change of vehicle registration from one state to another, including stamp duty and licensing requirements for one motor vehicle,

provided always that the Forced Transfer allowance shall only be payable once in respect of each removal, even where a removal is carried out in two or more parts.

82.3.2 Reimbursement of Fares

Where a Staff Member is transferred from one location to another due to a Forced Transfer, the following conditions apply:

- (a) where a Staff Member has been transferred and is unable to find accommodation for their dependants at the new locality, the Staff Member may be reimbursed the domestic economy fare paid to visit home or family once in each three (3) month period;

- (b) Staff Member/s in remote localities, included as such in any determination of the CEO, may be reimbursed the domestic economy fare paid to visit home or family for every twelve (12) month period in the remote locality;
- (c) where the period of transfer away from Staff Member/s normal workplace is expected to exceed three (3) months, the Staff Member may be reimbursed the domestic economy fares of his dependants if they accompany him/her to the new locality; and
- (d) a Staff Member who proceeds alone to the new locality and is then later joined by the Staff Member's dependants may be reimbursed the domestic economy fares where the transfer is expected to extend for a period of at least three (3) months from the date which the dependants travel to the new locality.

82.3.3 Under the provisions of clause 82.3.2, a Staff Member taking advantage of the provisions of sub-clauses (c) and (d) shall not also be eligible for reimbursement of fares in sub-clauses (a) and (b).

82.4 Forced Transfers - Sale and Purchase of Residential Dwellings

- (a) In the case of a Forced Transfer, AIMS will ensure the Staff Member is not out of pocket immediately following any Forced Transfer entailing sale and/or purchase of the Staff Member's principal residential dwelling.
- (b) The Forced Transfer allowance referred to in sub-clause (a) is designed to assist the Staff Member to live in their own home on transfer by paying such items as:
 - legal fees;
 - real estate fees;
 - government charges;
 - solicitor's costs and disbursements;
 - stamp duty;
 - bank application fees, mortgage insurance (where previously held), mortgage discharge and registration fees;
 - pre-purchase pest and building inspection fees; and
 - utilities connection fee/s.
- (c) AIMS will not pay any of the following in respect of the Forced Transfer allowance referred to in sub-clause (a)
 - outstanding loan amount;
 - loss incurred on sale of house; or
 - contribution towards the purchase of a new house (e.g., house deposit.)
- (d) The requirements in order for a Staff Member to be entitled to receive the Forced Transfer allowance referred to in sub-clause (a) is for the Staff Member to :
 - (i) buy a home in their new posting locality and reside there for at least one (1) year;
 - (ii) sell their home in their old locality within two (2) years of commencement of the transfer; and
 - (iii) buy in the new location within a four (4) year period from the date of commencement at the new locality.
- (e) Unless the CEO is satisfied that the circumstances warrant otherwise, a claim the Forced Transfer allowance referred to in sub-clause (a) may be paid only if it is submitted within twelve (12) months of the later of the following occurrences:
 - (i) the incurring of the expense; or
 - (ii) the conclusion of the events leading to the claim.

(NOTE: Any entitlement under this clause 82.4 will lapse upon cessation of employment with AIMS).

83. TRAVEL – MODE / OWN USE / DRIVING DUTIES ALLOWANCES

83.1 Mode of Travelling

- (a) Where a Staff Member is required to travel for official purposes and desires to retain some flexibility in the mode of transport to be used then the following conditions will apply:
 - (i) Approval of alternate means of transport should be discussed with the Staff Member’s Immediate Supervisor and only be approved by the Authorised Person and should only be granted where travel by such an alternate means will not give rise to:
 - an excess in travel time;
 - additional expense; or
 - risk exposure.
 - (ii) It would be the normal expectation that the mode of transport utilised whilst travelling for official purposes would be the most direct, convenient, and cost effective available at the time required.
- (b) In cases where a newly appointed Staff Member or a Staff Member is taking up a transfer within AIMS, then the flexibility attached to mode of transport in accordance with the above guidelines will also apply.

83.2 Staff Member’s own Means of Transport Allowance

- (a) Where a Staff Member uses their own motor vehicle (truck, car or motorcycle) for official purposes (other than commuting – see clause 27) or a Staff Member’s vehicle is used for official purposes, then an allowance in accordance with the table below:

Engine Capacity (non-rotary engine)	Engine capacity (rotary engine)	Rate of Allowance Per kilometre
More than 3,000 cubic centimetres	More than 1,500 cubic centimetres	58.8 cents
More than 2,000 cubic centimetres but not more than 3,000 cubic centimetres	More than 1,000 cubic centimetres but not more than 1,500 centimetres	56.2 cents
More than 1,600 cubic centimetres but nor more than 2,000 cubic centimetres	More than 800 cubic centimetres but not more than 1,000 cubic centimetres	54.5 cents
1,600 cubic centimetres or less	800 cubic centimetres or less	48.1 cents

(NOTE: Where it is deemed that the above category rate is inadequate, approval may be obtained from the CEO to increase the rate upon the provision of suitable justification.)

- (b) There will be no entitlement under sub- clause (a) in cases where the Staff Member’s use of their own car has not provided greater efficiency or less expense than if public transport, taxi, commercial carrier or an AIMS’ vehicle was used.
- (c) Where the Staff Member is required in addition to using their own vehicle transport other Staff, AIMS’ equipment/goods etc (not exceeding 100 kg) or attach a trailer, then the above category rate of allowance will be increased by 0.63 cents per kilometre;
- (d) Where the Staff Members incurs additional expense in terms of registration and/or insurance by the nature of using their vehicle for official purposes, then the Staff Member shall be reimbursed for the additional expense so incurred.
- (e) Where a Staff Member is regularly required to use their own vehicle for official purposes then they should make available to their Immediate Supervisor for on forwarding to AIMS’ Transport

Officer copies (and renewals) of the following:

- current driver's licence;
 - comprehensive insurance policy; and
 - current vehicle registration.
- (f) A Staff Member who, with the approval of their Immediate Supervisor, uses their bicycle for official purposes shall be paid an allowance of \$0.50 for each working day on which they use their bicycle provided that the maximum weekly payment shall be \$2.

83.3 Driving Duties Allowance

- (a) Where a Staff Member is at or below AOF level 3.1 and is required to drive and accept full responsibility for the operation of a motor vehicle listed in sub-clause (c) below in the course of their duties, they may be eligible to be paid a Driving Duties Allowance.
- (b) The Driving Duties Allowance shall be determined by the Authorised Person and the staff member following negotiations carried out in good faith.
- (c) The types of vehicles that qualify for the Driving Duties Allowance include:
- Passenger vehicle – 8 persons or less;
 - Passenger vehicle – more than 8 persons
 - Commercial vehicle – carrying capacities 1.2 tonnes or less, over 1.2 tonnes but less than 3 tonne and over 3 tonnes but less than 6 tonnes.

PART I. OTHER ITEMS

84. LOSS OR DAMAGE TO PERSONAL CLOTHING OR EFFECTS

- 84.1** Where a Staff Member incurs loss of, or damage to, clothing or personal effects, the Authorised Person may direct that the loss or damage was attributable to the service of the Staff Member, and they shall be paid in respect of the loss or damage such an amount as the Authorised Person considers to be reasonable provided:
- (a) the 'Claim for Loss or Damage to Personal Clothing or Effects' form is completed in full providing all details and presented to Human Resources Services for approval;
 - (b) the loss or damage has occurred while the Staff Member was protecting or endeavouring to protect property of AIMS from loss or damage;
 - (c) the loss or damage has been caused by a fault or defect in goods or other property belonging to AIMS ;
 - (d) the loss or damage has resulted from an act or omission by another person employed by the AIMS; or
 - (e) the loss or damage has occurred in circumstances other than those specified in sub-clauses (a),(b) or (c) and, in the opinion of the Authorised Person, the loss or damage resulted from circumstances reasonably attributable to the performance by the Staff Member of their duties.
- 84.2** No payment will be made pursuant to clause 84.1 where a Staff Member is entitled to recover under a contract of insurance the amount of the loss or damage sustained by them.
- 84.3.** No payment will be made under clause 84.1(d):
- (a) unless the Authorised Person is satisfied that -
 - i) the Staff Member had taken precautions that they might reasonably have been expected to have taken to avoid the loss or damage;
 - ii) the Staff Member could not reasonably have been expected to have insured themselves against loss or damage occurring in the circumstances in which the loss or damage occurred; and
 - iii) the Staff Member could not reasonably be expected to take proceedings for the recovery of an amount equal to the amount of the loss or damage sustained by them from a person who may be liable to the Staff Member for the loss or damage; or
 - (b) if the Staff Member has received, or is entitled to receive, from a person, liable to the Staff Member for the loss or damage, an amount equal to the amount of the loss or damage; or
 - (c) at any time after proceedings have been instituted by the Staff Member against a person who may be liable to the Staff Member for the loss or damage sustained by the Staff Member, and before those proceedings have been resolved.
- 84.4** Any rights, apart from this clause 84, that a Staff Member may have to recover damages from the Commonwealth or from any other person in respect of the loss or damage, remain unaffected. If, after an amount has been paid to a Staff Member under this clause 84, the Staff Member recovers damages in respect of the loss or damage, an amount, equal to the amount paid under this clause 84 or, if that amount is greater than that recovered as damages, an amount equal to the amount recovered as damages is recoverable from the Staff Member as a debt due to AIMS.

PART J. EXECUTION OF AGREEMENT

For and behalf of the Australian Institute of Marine Science:

The CEO of AIMS.

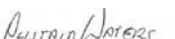
Signed:  Date: 05/07/2012

Name: John Gunn

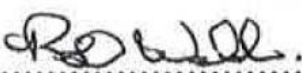
For and on behalf of the Community and Public Sector Union

5/191-199 Thomas Street, Haymarket, Sydney NSW 2000

Signed:  Date: 17/7/12

Name: 
AUSTRALIAN WATERS
DEPUTY NATIONAL PRESIDENT

For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
366 Upper Roma Street, Brisbane, QLD 4000

Signed:  Date: 6.7.12.

Name: ROHAN HEBB - STATE SECRETARY - AMWU.
366 UPPER ROMA ST BRISBANE.

For and on behalf of those Staff Members elected to represent

Signed:  Date: 5/7/2012

Name: SCOTT BAINBRIDGE

C/- AIMS, Cape Cleveland Road,
Cape Ferguson,
TOWNSVILLE QLD 4810

SCHEDULES

SCHEDULE I – FUNCTION-BASED WORK CLASSIFICATION STANDARDS

AIMS Classification System

Function-based Work classification standards

Within each Functional Area, there is a separate documented Work Classification Standard for each of the applicable AOF levels. Specialist is the only Functional Area which spans all eight (8) AOF levels. The other Functional Areas comprise a lesser number of AOF levels reflecting the level and range of work required as follows:

- Administrative Services – AOF 1 to AOF 6;
- Communication and Information – AOF 1 to AOF 6;
- Corporate Management – AOF 7 to AOF 8;
- General Services – AOF 1 to AOF 2;
- Research Consulting - AOF 6 to AOF 8;
- Research Management – AOF 6 to AOF 8;
- Research Projects – AOF 1 to AOF 6;
- Research Scientist/Engineer – AOF 4 to AOF 8;
- Technical Services – AOF 1 to AOF 6.

For each of the nine (9) Functional Areas, the Work Classification Standards provide the function-specific detail needed to enhance the Classification Level Descriptors so they can be used as a practical classification tool.

The classification documentation for each Functional Area is introduced with a **Functional Area Overview** comprising:

- a **Role Overview** describing the purpose and nature of the activities carried out by Staff Members classified in the Functional Area concerned;
- a statement of **Qualifications** and or experience typically required for effective performance of work within the Functional Area;
- in the case of the Research Scientist/Engineer Functional Area only, the requirement for Research Innovation.

This overview facilitates the identification of the appropriate Functional Area for a Staff Member or job. The Overview is followed by the detailed Work Classification Standard for each AOF level within the Functional Area concerned. Each Standard incorporates the following elements.

- **Role Statement:** A description of the roles typically fulfilled by Staff Members at each level in the Functional Area. Not everyone will perform every activity described in the Role Statement for a given level. Some jobs may require elements of all the activities, others perhaps just one or two.
- **Job Impact:** Examples of results and outcomes achieved by a Staff Member performing effectively at the level described. These must be read in conjunction with the Role Statements (which provide the context in which the impacts are achieved) and the Competencies (which describe the attributes displayed in achieving them).
- **Competencies:** The abilities and aptitudes required of Staff Members at each AOF level in order to achieve Job Impacts consistent with those described in the classification standard.

The classification documentation structured in this way provides the foundation for:

- the recruitment and selection of Staff Members
- performance appraisal
- promotion
- career planning and development.

SCHEDULE 2 - REMUNERATION ARRANGEMENTS - GENERAL REMUNERATION PRINCIPLES (REFER: CLAUSE 38)

2.1 Payment of Salary

2.1.1 Staff will be paid fortnightly and the fortnightly rate of; pay will be based on the following formula:

$$\text{Full Time Employees: F/Night Pay} = \frac{\text{Annual Salary} \times 12}{313}$$

$$\text{Part Time Employees: F/Night Pay} = \frac{\text{Annual Salary} \times 6}{313 / (36.75 \times \text{no. of Ordinary Hours})}$$

2.1.2 Salary pay points are in **Table I** with increment details in Columns 3 and 4.

2.1.3 Advancement within and between levels except by appointment or recruitment action shall be subject to the conditions specified in AIMS' APA documentation and clause 42.

2.2 Method of Payment

2.2.1 Staff Members will have their fortnightly salary paid by electronic funds transfer into an Australian financial institution account of their choice.

2.2.2 Pre-payment of salary for leave will only be provided in exceptional circumstances.

2.3 Minimum Salaries for Qualifications

2.3.1 The following minimum salaries will be payable to Officers holding the specified qualifications.

Qualification	Minimum Pay Level \$
Doctorate/PhD	Level 4 Step 2
Masters Degree	Level 3 Step 6
4 year Degree (including Honours)	Level 3 Step 3
3 year Degree	Level 3 Step 1
Associate Diploma (+2 years relevant experience)	Level 3 Step 1
Associate Diploma	Level 2 Step 7

2.3.2 Where the position does not require a nominated qualification as an essential Selection Criteria, the remuneration of the position holder will reflect the position requirement only and not the qualification held.

2.4 Other Rates of Pay

2.4.1 The standard required for a qualification to be regarded as a "degree" for the purposes of determining minimum salary is a degree as per the Australian Qualification framework as maintained by the Australian Qualification Framework Council (www.aqf.edu.au).

2.4.2 A three (3) year pass degree plus honours is regarded as equivalent to a four (4) year degree for the purposes of determining minimum pay levels. On the other hand possession of a graduate diploma additional to a three (3) year pass degree does not require any higher salary than the minimum for a three (3) year degree, unless the graduate diploma "builds on" the original qualification to the extent that it becomes equivalent to a four (4) year degree.

2.4.3 **Remuneration of Juniors:** Staff appointed on the base salary for level 2, who are less than 21 years of age, shall be paid a percentage of the adult rate of pay as follows:

- under 18 years 60%

- at 18 years 70%
- at 19 years 81%
- at 20 years 91%

2.4.4. Junior Staff with a minimum of one (1) year on-the-job experience, who demonstrate the full competencies required for the level, are eligible for the full adult rate of pay for that level.

2.5 Remuneration of Apprentices

The salary of an apprentice who is less than 21 years of age shall be the appropriate annual rate of salary determined from the following table, according to the year of service, or age of the Apprentice, whichever provides the higher salary rate. Where an Apprentice qualifies by reason of trade experience or education for a credit reducing the Apprentice's term, the period of that credit shall count in the determination of the appropriate level.

An apprentice who has attained the age of 21 years shall be paid a minimum salary rate equivalent to AOF level 2.6

Apprentices	
Age or length of Service as Apprentice	Salary Level
Under 18 or 1 st year of service	50% of AOF 2.5
At 18 or 2 nd year of service	62.5% of AOF 2.5
At 19 or 3 rd year of service	75% of AOF 2.5
At 20 or 4 th year of service	90% of AOF 2.5

2.6 Individual Salaries

The CEO may, subject to this Agreement, alter the pay level and / or designation of any Staff Member, raise or lower the amount or limits of annual salary payable to any Staff Member.

2.7 Appeals on Salaries

Where a Staff Member feels that they have just grounds, they may appeal to the CEO in writing through their Immediate Supervisor or Next Level Supervisor for a reconsideration of any decision affecting their remuneration or classification under the AIMS Classification System. (**Refer:** Schedule 1) with the response to the appeal also required to be in writing.

2.8 Review of Salary on Appointment

If, after the appointee commences, it becomes apparent that their salary is significantly higher / lower than that of comparable Staff in AIMS, the salary level can be amended to an appropriate pay point within the appointment level. This would be done as part of the probationary process prior to the end of the probationary period.

TABLE I Rates of Pay

AOF LEVEL	CURRENT SALARY (01/07/2011)	With Effect From 1 st pay period in July 2012	With Effect From 1 st pay period of July 2013	With Effect From 1 st pay period of July 2014
		if FWA approval obtained. If not effective from date of approval 3%	3%	3%
AOF1.1	40,404	41,616	42,865	44,151
AOF1.2	41,141	42,375	43,646	44,956
AOF1.3	41,869	43,125	44,419	45,751
SP	44,800	46,144	47,528	48,954
AOF2.1	43,338	44,638	45,977	47,357
AOF2.2	44,561	45,898	47,275	48,693
AOF2.3	45,777	47,150	48,565	50,022
AOF2.4	46,992	48,402	49,854	51,349
AOF2.5	48,212	49,658	51,148	52,683
AOF2.6	49,430	50,913	52,440	54,013
AOF2.7	50,647	52,166	53,731	55,343
AOF2.8	51,863	53,419	55,021	56,672
AOF2.9	53,080	54,672	56,313	58,002
SP	56,796	58,500	60,255	62,063
AOF3.1	55,875	57,551	59,278	61,056
AOF3.2	57,645	59,374	61,156	62,990
AOF3.3	59,420	61,203	63,039	64,930
AOF3.4	61,191	63,027	64,918	66,865
AOF3.5	62,959	64,848	66,793	68,797
SP	67,367	69,388	71,470	73,614
AOF3.6	64,735	66,677	68,677	70,738
AOF3.7	66,506	68,501	70,556	72,673
AOF3.8	68,278	70,326	72,436	74,609
AOF3.9	70,048	72,149	74,314	76,543
SP	74,951	77,200	79,516	81,901
AOF4.1	71,258	73,396	75,598	77,866
AOF4.2	73,714	75,925	78,203	80,549
AOF4.3	76,176	78,461	80,815	83,240
AOF4.4	78,633	80,992	83,422	85,924
AOF4.5	81,091	83,524	86,029	88,610
SP	86,767	89,370	92,051	94,813
AOF5.1	89,369	92,050	94,812	97,656
AOF5.2	96,120	99,004	101,974	105,033
AOF5.3	97,972	100,911	103,938	107,057
SP	104,830	107,975	111,214	114,551
AOF6.1	103,238	106,335	109,525	112,811
AOF6.2	110,788	114,112	117,535	121,061
AOF6.3	116,333	119,823	123,418	127,120
SP	124,476	128,210	132,057	136,018
AOF7.1	118,250	121,798	125,451	129,215
AOF7.2	121,931	125,589	129,357	133,237
AOF7.3	125,205	128,961	132,830	136,815
AOF7.4	128,683	132,543	136,520	140,615
AOF7.5	132,168	136,133	140,217	144,424
SP	141,420	145,663	150,032	154,533
AOF8.1	138,468	142,622	146,901	151,308

AOF8.2	150,790	155,314	159,973	164,772
SP	161,345	166,185	171,171	176,306

TABLE 2 – ALLOWANCES

The following allowances have been increased in year one of the Agreement by 6%, these rates are effective for the life of the Agreement.

Description	Payment \$	Frequency	Clause
Personal vehicle	35.00	per return trip	27.5
Diving	33.00	per day	29.1
Dive Supervisor	33.00	Per day	29.2
FDA AOF level 1-4	223.00	per day	32
FDA AOF level 5-8	111.00	per day	32
Meal	25.00	per instance	34.1
OH&S	17.00	per fortnight	35
Close Call per night (12 hours)	31.00	per instance	36.2
Close Call from 16.40 to 07.15 hours	38.00	per instance	36.2
Close Call for a day & night (24 hours)	61.00	per instance	36.2
On Call Duty per night (12 hours)	19.00	per instance	36.3
On Call Duty from 16.40 to 07.15 hours	23.00	per instance	36.3
On Call Duty for a day & night (24 hours)	38.00	per instance	36.3
Domestic Travel	22.00	per 24 hours	40.2
Overseas Travel	32.00	per 24 hours	40.3

Note: Allowances do not form part of salary for Superannuation purposes with the exception of ERA arrangements in place for in excess of twelve months.

All allowances and payments are taxable with the exception of:

- Personal vehicle
- meal
- domestic and overseas travel

SCHEDULE 3 - FIELD DUTIES ALLOWANCE (REFER: CLAUSE 32)

3.1 Administrative Provisions

Staff employed in the field under the provisions detailed below, will be paid a Field Duties Allowance (**FDA**) in accordance with Schedule 2 table 2

3.1.1 Noting that a minimum of a half ($\frac{1}{2}$) hour break must be taken after five (5) continuous hours of work, therefore the 'working day' will be taken to be twelve (12) hours which in normal course covers the period where meals are taken. For example, where a Staff Member commences at 6.30am then later stops for breakfast and lunch and finishes at 6.30pm to have their evening meal. Whilst this equals twelve (12) hours in actual fact it is eleven (11) hours worked.

3.1.2 An eligible Staff Member (below AOF level 5.1) will be able to claim overtime once they have worked in excess of 11 hours recognising that unbroken periods of work will automatically have meal break/s deducted.

3.1.3 Staff Members are to plan workplace activities to minimize the risk of fatigue (**Refer:** clause 18.3),

(**NOTE:** Overtime will be payable, subject to approval by the Cruise Leader/Authorised Person and in exceptional circumstances).

3.1.4 One (1) day TOIL leave will accrue for each Public Holiday, stand down day and/or weekend day spent in the "field".

3.2. Definitions and Qualifying Condition of Field Duties Allowance (FDA)

3.2.1 FDA is to provide financial recompense for the nature of the disabilities experienced when in the field undertaking Field Duties for periods. The following criteria will need to be met:

- Majority of working day in the field
- Arduous living or work conditions
- Work irregular hours and be on call
- AIMS fitness for work provisions apply for the duration of the period

3.2.2 FDA does not cover:

- a) Staff attending seminars, meetings, workshops and conferences, or
- b) Staff working or staying onsite at a land-based AIMS' facility with equivalent standards to domestic dwellings.
- c) Work carried out in preparation of a field trip, noting that this will be subject to normal overtime and/or TOIL provisions.

3.3 Payment Calculation

3.3.1 The payment of FDA will be determined by the number of 'night/s' spent under Field Duties conditions, based on 12 midnight. By way of example:

- (i) 'Field Trip' commences 6.00pm Friday and returns 8.00am Thursday, FDA = 6 nights
- (ii) 'Field Trip' commences 10.00am Tuesday and returns 11.00pm Friday, FDA = 3 nights

3.4 Continuity of Field Duty

3.4.1 FDA is not payable for the duration of any break/s between periods of Field Duties.

3.5 Travel Expenses

3.5.1 Whereas travel expenses for travel to and from the worksite or vessel and costs for accommodation and main meals (where not provided) may be expended against the AIMS' Corporate Credit Card, the daily minor expenses payment is not payable whilst claiming FDA.

3.5.2 However, FDA is not payable for periods spent in travelling to and from the worksite or vessel or leading up to the first day of Field Duties or following the last day of Field Duties.

SCHEDULE 4 - REDEPLOYMENT AND RETRENCHMENT (REFER: CLAUSE 22.5)

This section sets out the redeployment and redundancy procedures where there are changes in AIMS operational requirements and a staff member's job is not required.

4.1 Application and Definition

- 4.1.1 **Application:** These provisions do not apply to a Staff Member appointed on probation whose appointment has not been confirmed or a Staff Member appointed for a fixed term and applies only to a Staff Member appointed on an indefinite basis.
- 4.1.2 **Definition:** In this Section, Notice Period means the period between when a Redundancy Notice is given under Clause 4.4 and the termination date notified in the Termination Notice under Clause 4.5.1.

4.2. Excess Staff

- 4.2.1 A Staff Member is excess for operational reasons if:
- 4.2.1.1 The Staff Member is included in a group of Staff, which comprises a greater number of Staff than is necessary for the efficient and economical working of AIMS.
- 4.2.1.2 The services of the Staff Member cannot be effectively used because of technological or other changes in the work methods of the employer or changes in the nature, extent or organisation of the functions of AIMS; or
- 4.2.1.3 The duties usually performed by the Staff Member are to be performed in a different city and the Staff Member is not willing to perform duties at that city.

4.3 Consultation

Subject to requirements of law (including restrictive requirements regarding privacy and confidentiality), Recognised Representatives will be advised of the circumstances leading to redundancy, number and levels of the Staff concerned two weeks prior to any Redundancy Notice under Clause 4.4.1.

4.4 Redundancy Notice

- 4.4.1 Where a position has become excess to operational requirements, Staff will receive formal written notification (Redundancy Notice) that their position has been identified as redundant. As part of the Redundancy Notice staff will receive:
- (a) details of the circumstances which have given rise to the potential redundancy
 - (b) an outline of the method of identifying the Staff Member(s) as potentially excess;
 - (c) details of any potential redeployment, including retraining prospects, within the project and more broadly, within AIMS;
 - (d) details of other options which might prevent the redundancy (e.g. substitution by other Staff); and
 - (e) details of the termination benefits, which apply in the event that redundancy is confirmed.
- 4.4.2 Where a potentially redundant Staff Member desires the involvement/ assistance of a Recognised Representative, the relevant Recognised Representative will be invited to participate in discussions concerning that Staff Member. In these circumstances, the Recognised Representative will be provided with the information outlined in subclause 4.4.1, in respect of the Staff Member(s) being represented, as well as information about the number and levels of other Staff affected.
- 4.4.3 Where desired by the Staff Member, AIMS will fund, up to \$500.00 + GST visits to an outplacement service to obtain job seeking skills, career assessment and planning, CV

preparation and financial planning.

4.5 Termination Notice

- 4.5.1 After no less than 8 weeks, but no longer than 12 weeks, have elapsed since receipt of Redundancy Notice under sub-clause 4.4.1, unless the Staff Member has secured alternative AIMS employment, the Staff Member may be given four (4) weeks (5 weeks for Staff over 45 years old) notice of termination. During the notice period the Staff Member must provide formal advice as to their preferred termination benefit.
- 4.5.2 If a Staff Member does not contest redundancy and agrees to a termination date earlier than that provided for under the provisions of sub-clause 4.5.1, then the Staff Member in addition to the termination benefits provided at sub-clause 4.4.1 will be entitled to receive payment in lieu of salary for the unexpired Notice Period. (i.e. the maximum period of this time period being 12 or 13 weeks – dependant on age, and the Staff Member would receive payment in lieu of salary for any unexpired time of this maximum period).

4.6 Eligibility for redeployment during the Notice Period

During the Notice Period the Staff Member will continue to be eligible for redeployment within AIMS. Employment will terminate at the completion of the Notice Period if the Staff Member remains excess to AIMS' requirements. Where, prior to the completion to the Notice Period, the Staff Member seeks appointment to an advertised vacancy but has not been assessed by the end of the notice period, employment will be extended until the Staff Member's suitability for that position has been determined.

4.7 Time off during Notice Period

During the Notice Period, a Staff Member will be entitled to reasonable time off with full pay to attend necessary employment interviews.

4.8 Expenses

- 4.8.1 Where expenses to attend interviews are not met by the prospective employer, the Staff Member will be entitled to reasonable travel and incidental expenses incurred.
- 4.8.2 Where AIMS so directs or the Staff Member so requests, the Staff Member shall be retired at any time after Termination Notice under sub-clause 4.5.1, and the Staff Member shall thereupon be entitled to receive payment in lieu of salary for the unexpired portion of the period.

4.9 Retrenchment Benefits

Lump Sum Payment

- 4.9.1 A Staff Member who is voluntarily retrenched will receive a lump sum payment calculated in accordance with this clause. This election must be in writing and submitted to the CEO at least five (5) working days before the termination date.
- 4.9.2 Subject to a minimum payment of four (4) weeks pay and a maximum of 48 weeks pay, the Lump Sum payable to a retrenched Staff Member will be two (2) weeks salary for each completed year of continuous service with AIMS, PLUS a pro-rata payment for any additional completed months of continuous service since the last completed year of continuous service, subject to any minimum amount employees entitled to under the National Employment Standards
- 4.9.3 If a Staff Member has received payment of an Enhanced Responsibilities Allowance (ERA) for a continuous period of at least twelve (12) months preceding the date on which formal advice of redundancy is given under sub-clause 4.4.1, salary for the purposes of calculating the lump sum payable will include the ERA.
- 4.9.4 Where a Staff Member regularly receives payment for FDA, shiftwork or overtime [i.e. in 50% or more of the pays received in the twelve (12) months preceding the giving of notice

under sub-clause 4.4.1], the average fortnightly payment during that period will be included for the purpose of calculating the lump sum payable.

4.9.5 Occupational Health & Safety Allowances will also be included in calculating the lump sum payable.

4.10 Retention

4.10.1 Where a Staff Member does not consent to voluntary redundancy, an excess Staff Member shall not be retired, except with the consent of that Staff Member, until the following retention periods have elapsed. The retention period will be reduced by the amount the Staff Member is entitled to under the NES, refer 4.10.4

- in the case of Staff who have (20) or more years of service or are over 45 years of age: **13** months; (less the Staff Member's entitlement to redundancy under the NES)
- in the case of other Staff: **7** months (less the Staff Member's entitlement to redundancy under the NES)

4.10.2 The retention periods specified in sub-clause 4.10.1 shall commence one month/8 weeks after the day on which a Staff Member is advised in writing by AIMS that he/she is an excess Officer (sub-clause 4.4.1).

4.10.3 Where before the end of a retention period:

- an excess Staff Member is reduced in classification; or
- an excess Staff Member is involuntarily retired in accordance with sub-clause 4.10.4 before the end of the retention period applying to that Staff Member; the Staff Member shall be eligible to receive income maintenance payments calculated in accordance with sub-clause 4.11 for the balance of the retention period applying to that Staff Member.

4.10.4 Where AIMS is of the opinion that there is insufficient productive work available for an excess Staff Member during the Staff Member's retention period, AIMS may with the agreement of the Staff Member retire the Staff Member before the end of the retention period and pay the balance of the retention period as a lump sum. In cases where an excess Staff Member's employment is terminated prior to the expiry of the retention period, the balance of the lump sum will be reduced by an amount equivalent to the employee's entitlement to redundancy pay under the NES. (This clause does not exclude the payment of the NES redundancy)

Refer: Retention Periods, Section 4.5.16 & 17, Australian Government Employment Bargaining Framework, Supporting Guidance, September 2009 and Workplace Relations Advice 9 of 2009, Issued 4 December 2009, Department of Education, Employment and Workplace Relations.

4.11 Income Maintenance

4.11.1 Income Maintenance payments are the amounts payable from time to time to maintain the level of salary being received at the date a Staff Member is notified that he or she is excess or at the date of an excess Staff Member's reduction in classification, or at the date an excess Staff Member is retired in accordance with sub-clause 4.10.4.

4.11.2 The amounts to be paid by way of income maintenance shall be calculated as follows:

- 4.11.2.1 Where the former Staff Member is unemployed, payment will be at a rate equivalent to their salary at the date of termination less any amount received by way of unemployment benefit.
- 4.11.2.2 Where the former Staff Member obtains employment outside AIMS, payment (if any) will be at the rate necessary to bring their salary from that employment to the salary level at the date of termination.
- 4.11.2.3 Where Staff accept redeployment within AIMS to a position of lower classification than their substantive classification level, payment will be at the rate necessary to

bring their salary up to the salary received immediately before the date of redeployment.

- 4.11.2.4 AIMS may pay an amount to maintain the level of salary received by the Staff Member at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with sub-clause 4.9 Retrenchment Benefits
- 4.11.3 For the purposes of calculating salary at the date of termination/redeployment, the following will be included:
 - 4.11.3.1 ERA if it was received for a continuous period of at least twelve (12) months prior to formal advice being given under sub-clause 4.4.1; and
 - 4.11.3.2 Payment for FDA, shift work or overtime where it was received regularly i.e. in 50% or more of the pays received in the last twelve (12) month period preceding the giving notice under sub-clause 4.4.1. The amount included will be the average fortnightly payment during the 12 month period; and
 - 4.11.3.3 Occupational Health & Safety Allowance
- 4.11.4 During the period of income maintenance, former Staff will be required to provide acceptable evidence of income (from employment, or unemployment relief) in order to establish and maintain eligibility for income maintenance.

4.12 Moving Household

- 4.12.1 Where a Staff Member succeeds in securing further employment in AIMS, and is required to move house in order to take up the appointment, the Staff Member will be eligible for the same conditions as would apply had the Staff Member been transferred to that position.

4.13 Sick Leave

- 4.13.1 The retention period specified in sub-clause 4.6 of this schedule will be extended by any periods of Sick Leave supported by medical evidence (up to a maximum of six (6) months), which is taken during these periods.

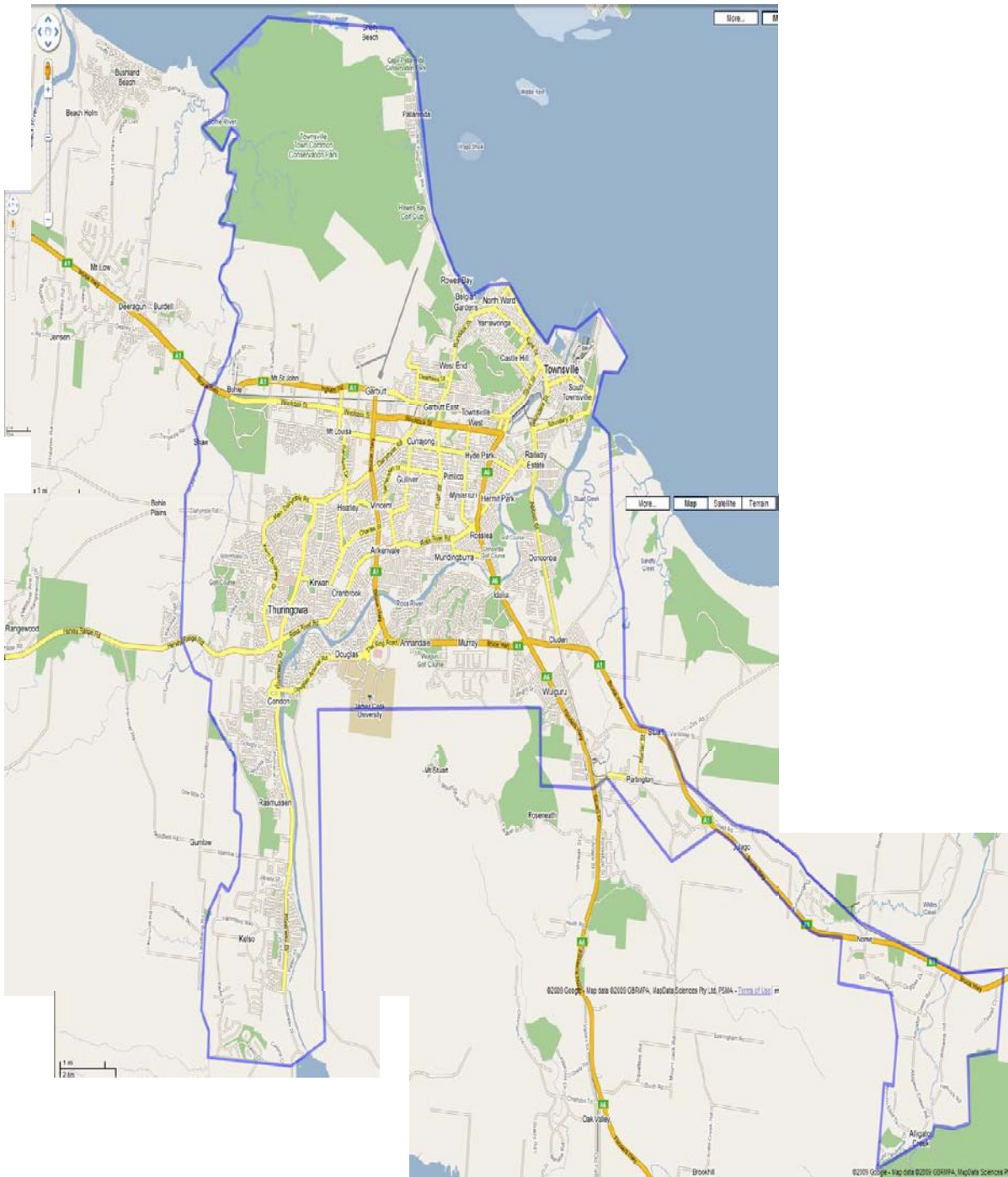
SCHEDULE 5: CLEARANCE PROCEDURE

(Refer: Clause 21)

- 5.1 A Clearance Form (in the form below) is to be raised for all Staff and Visitors upon notification of their resignation / departure (two (2) weeks prior) from AIMS.
- 5.2 **Human Resources** will generate the then current electronic Clearance Form from the AIMS' intranet and forward an email advice to all Staff delegated the role / responsibilities listed in the table below. Upon receipt of the email advice the Authorised Person is to check if the departing Staff Member / Visitor has any matters requiring attention and / or update and / or outstanding, that will need to be resolved prior to authorising clearance for that section of the Clearance Form. (Examples: Return of office key/s, swipe card, office files, ID badge etc.) The below table is a guideline only as other relevant items may be added with over time:

Signatory	OK?	Comment	Signed by	Date Signed
Immediate Supervisor				
Radiation Officer				
Laboratory Services				
Engineering Section Head				
Stores/Keys				
Dive Officer				
Information Services Manager				
Helpdesk Manager				
Loan Store Officer				
Switch				
Registry				
HR Clerk				
HR Coordinator				
Accountant				
Visitor Coordinator				
AQIS Permit Coordinator				

SCHEDULE 6 – TOWNSVILLE – PICKUP BOUNDARY (REFER: CLAUSE 27)



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