



**Australian Government**



**AUSTRALIAN INSTITUTE  
OF MARINE SCIENCE**

# **AIMS ENTERPRISE AGREEMENT 2020 – 2023**

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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 2020 – 2023.

### 2. DATE OF OPERATION AND DURATION

This Agreement will commence operation seven (7) days after approval by the Fair Work Commission. This Agreement shall nominally expire three (3) years from the date of commencement.

### 3. PARTIES COVERED

This Agreement applies to AIMS and its Staff Members who are classified at Australian Institute of Marine Science Officer (AOF) level 1 to AOF level 7. It also applies to AOF level 8 Staff Members who are designated as specialists by the CEO for the purpose of this agreement.

### 4. INTERPRETATION AND DEFINITIONS

#### 4.1 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) In this Agreement the notations '**refer**' or, '**reference**' are used and 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.
- (m) In this Agreement "**Examples**" are used. Examples do not form part of the Agreement and may be used for aiding interpretation. Examples are not exhaustive.

4.2 Nothing in this Agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

#### 4.3 Policies, Procedures and Guidelines Supporting this Agreement

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

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

AIMS policies, procedures and guidelines, are published on the AIMS intranet.

#### 4.4 Definitions

The following interpretations and/or definitions will apply:

**"Agreement"** means the Australian Institute of Marine Science Enterprise Agreement 2020 – 2023 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 \(Cth\)](#), ([AIMS Act 1972 \(Cth\)](#)).

**"AOF"** means AIMS Officer.

**"APS"** means the Australian Public Service.

**"Authorised Person"** means an AIMS' Staff Member having express authority under the AIMS' Authorisation Manual (or equivalent).

**“Casual Employee”** means a Staff Member 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 an Authorised Person acting on their behalf.

**“Close Relative”** has the meaning given to it in clause 37.6.

**“Commonwealth”** means the Commonwealth of Australia.

**“Dependant”** means a person who relies on another, especially a family member, for financial support.

**“Designated Specialist”** has the meaning described by the role statement and job impacts identified in AIMS’ work classification standards.

**“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.

**“FWC” or “Fair Work Commission”** means the Commission established under Chapter 5 of the [Fair Work Act 2009](#).

**“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.

**“IFA”** 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:

- i. 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;
- ii. a person who the CEO or delegate is satisfied has a Strong Affinity with the Staff Member;
- iii. anyone lawfully entrusted to the Staff Member’s care; or
- iv. 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 Joint Consultative Committee established under clause 77.

**“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 the employment of Staff Members.

**“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 8:00am to 4:40pm (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 23.

**“Part-Time Staff”** means a Staff Member who:

- i. works less than the Ordinary Hours of Duty of 73 hours 30 minutes each fortnight
- ii. has specified hours of work; and
- iii. receives remuneration, with the exception of expense related allowances and reimbursements calculated on a pro rata basis. Leave for part time employees is provided in accordance with relevant legislation and this Agreement. Payment of salary when an employee takes leave will be reflective of the ordinary part-time hours worked except during long service leave where salary will be calculated in accordance with the [Long Service Leave \(Commonwealth Employees\) Act 1976](#).

**“Public Holiday”** has the meaning given in clause 54.

**“Recognised Representative”** is a person appointed to represent a Staff Member or Members and may include a Workplace Delegate, another Staff Member 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, further details are outlined in 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, to the satisfaction of the CEO of delegate, 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 (less than twelve (12) months) on a fixed basis and who are not Casual Employees.

**“Union”** means a Union named in Part M of this Agreement.

**“Visitor”** means a person who is not a Staff Member and means the following approved persons visiting AIMS (further details are outlined in the AIMS’ Visitor Registration Procedure and any other applicable AIMS’ Policy or Procedure):

- i. volunteer;
- ii. visiting scientist;
- iii. collaborator;
- iv. contractor; and/or
- v. student (including voluntary work placement).

**“Workplace Delegate”** means a Staff member who is a representative of a Union.

## PART B – EMPLOYMENT ARRANGEMENTS

### 5. EMPLOYMENT CATEGORIES

- 5.1 The different appointment categories are as follows:
- i. Indefinite - Employment for an indefinite period (no fixed date for cessation of employment) - generally working nine (9) days/fortnight (Officer conditions apply).
  - ii. Fixed-term - Employment for a specified period of 12 months or more - generally working nine (9) days/fortnight (Officer conditions apply).
  - iii. Temporary (under section 35 of the [AIMS Act 1972 \(Cth\)](#)) - Employment for a specified period of more than three (3) and less than twelve (12) months - generally working nine (9) days per fortnight (Non-Officer conditions apply).
  - iv. 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).
  - v. Part-time - Employment may be spread between one (1) and eight (8) days per fortnight under any of the above categories.

### 6. APPOINTMENTS

- 6.1 Appointment

- 6.1.1 Appointments as Officers shall be either indefinite or fixed term noting that:
- i. where the work of the Officer is of an ongoing nature, appointment will usually be indefinite;
  - ii. the duration of fixed term appointments will usually be for three (3) years, but may be between one (1) and five (5) years; and
  - iii. appointments of Officers will usually be confirmed after a satisfactory probation and normal clearance procedures such as medical fitness.

**Reference:** Clause 10 Fitness for Work and Clause 15 Probation

- 6.1.2 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.
- 6.1.3 In exceptional circumstances, the CEO may offer employment for specified periods that will exceed the six (6) year cumulative limit.

## 6.2 Severance Payments Relating to Fixed Term and Indefinite Appointments

- 6.2.1 Staff 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 failure to comply with the essential terms of employment (e.g. engages in serious misconduct, refer: section 1.07 [Fair Work Regulations](#)).

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.

- 6.2.2 A Staff Member who is employed on an indefinite basis is entitled to a severance payment in accordance with Schedule 4 of the [Fair Work Regulations](#), except if the termination is due to failure to comply with the essential terms of employment (e.g. engages in serious misconduct, refer: section 1.07 [Fair Work Regulations](#)).

## 6.3 Appointment of AOF Level 8

- 6.3.1 The CEO may appoint an Officer to AOF level 8.
- 6.3.2 The following conditions apply to promotions and new appointments to AOF level 8 Officers:
- i. the term of the appointments will be for a fixed period of three (3) to five (5) years;

- ii. appointments are used for career development purposes, as a consequence of which an effective leader may not have their appointment renewed if the CEO elects to use that position to develop another leader; and
  - iii. 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.
- 6.3.3 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.
- 6.3.4 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 discretion, 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.
- 6.4 Reappointment - Unsuccessful Candidates at Parliamentary or Municipal Council Elections
  - 6.4.1 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.
  - 6.4.2 The CEO may decide to re-appoint the person at the same level, designation, salary and period of appointment as was held 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.

## **7. ORDINARY HOURS OF DUTY AND ATTENDANCE**

### **7.1 Hours of Attendance**

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.

- 7.2 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.

7.3 Where there is a change to Ordinary Hours of Duty, consultation will be in accordance with clause 78.

7.4 Recording Attendance

Staff are required to maintain a record of their attendance, further details are outlined in the AIMS' Work Attendance Policy and Procedure.

## 8. CLASSIFICATION STANDARDS

- 8.1 AIMS' classification system spans eight (8) levels, known as AOF (AIMS Officer) levels.
- 8.2 There are Classification Level Descriptors assigned to each AOF level which describes 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.
- 8.3 Each AOF level has a salary range associated with it. The salaries that apply to each level are varied as specified in this Agreement.

**Reference:** Schedule 1: Function-based work classification standards  
Schedule 2: Remuneration Arrangements

## 9. AOF LEVEL 3

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

All fixed term/indefinite positions at AOF level 3 will be evaluated with regard to the salary range applicable for the appointment. The position will be offered as AOF level 3.1 to 3.5 or AOF level 3.1 to 3.9.

- 9.2 Letter of Appointment:

The Letter of Appointment provided to an employee 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.

- 9.3 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/Merit Promotion (to AOF level 3.1-3.9) or Superior Performance Rating through the Reward Review Process.

**Reference:** AIMS' Reward Review Program Guidelines

## 10. FITNESS FOR WORK

- 10.1 Fitness for Work

10.1.1 **Fitness or Fit for Work** for the purposes of clause 10 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.

10.1.2 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).

## 10.2 Medical Assessment

10.2.1 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 the health and safety of Staff. To these ends AIMS may require a Staff Member to have a Medical Assessment upon giving reasonable notice.

10.2.2 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.

10.2.3 Medical assessments may be required in the following circumstances:

- i. Fitness for Work Medical Assessments including pre-employment and clearance to return to work;
- ii. Additional Medical Assessments specific to the nature of work intended (e.g. dive medical, offshore / remote area work);
- iii. 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; or
- iv. Oral testing for alcohol and/or drugs in accordance with Australian Standards.

An Employee Assistance Program is provided to ensure access to counsellors as identified in clause 63 to discuss related matters.

## 10.3 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, further details are outlined in the applicable AIMS' Policy or Procedure.

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 Procedure. However no work is permitted with a blood alcohol content equal to or greater than 0.05%.

#### 10.4 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.

**Reference:** AIMS' Fitness for Work Procedure

## 11. SHIFT WORK

### 11.1 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 clause 45.

### 11.2 Shift Provisions at Night

- 11.2.1 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 6.00pm and 6.30am, shall be paid an additional 15% of salary for that shift.
- 11.2.2 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 6.00pm and 8.00am, they shall be paid an additional 30% of salary for that shift.
- 11.2.3 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.
- 11.2.4 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.

11.2.5 For the purposes of this clause:

- i. 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
- ii. 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.

11.2.6 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 23.

11.2.7 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.

11.3 Shift Duty on Saturday

11.3.1 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 11.2.1.

11.3.2 The provisions of this clause shall apply only to a Staff Member who performs duty on alternating or rotating shifts involving the performance of rostered duty:

- i. commencing before 6.30am or terminating after 6.30pm or at or before 8.00am, Monday to Friday; or
- ii. terminating at or before 8.00am or after 1.00pm on Saturday;
- iii. a constant shift involving the regular performance of Ordinary Hours after 1.00pm. on Saturday; or
- iv. 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 (i).

11.3.3 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 23:

- i. 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 23 whether a probationary period applies and if so, the duration of the probation period; and

- ii. The period for which the additional payment as prescribed in this clause 11.3 shall be paid, shall be calculated to the nearest quarter of an hour of the total amount to be claimed in each fortnightly period.
- 11.3.4 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.
- 11.3.5 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 23.
- 11.3.6 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.

## 12. FLEXIBLE WORKING ARRANGEMENTS

- 12.1 AIMS and a Staff Member covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- i. the IFA deals with one (1) or more of the following matters:
    - a) arrangements about when or where the work is performed;
    - b) overtime rates;
    - c) penalty rates;
    - d) allowances;
    - e) leave; or
    - f) remuneration.
  - ii. the IFA meets the genuine needs of AIMS and the Staff Member; and
  - iii. the arrangement is genuinely agreed to by AIMS and the Staff Member.
- 12.2 AIMS must ensure that the terms of the IFA:
- i. are about permitted matters under section 172 of the [Fair Work Act 2009 \(Cth\)](#); and
  - ii. are not unlawful terms under section 194 of the [Fair Work Act 2009 \(Cth\)](#); and
  - iii. result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.
- 12.3 AIMS must ensure that the IFA:
- i. is in writing; and
  - ii. includes the name of AIMS and the Staff Member; and



- iii. is signed by AIMS and Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
  - iv. includes details of:
    - a) the terms of the Agreement that will be varied by the IFA; and
    - b) how the IFA will vary the effect of the terms; and
    - c) how the Staff Member will be better off overall in relation to the terms and conditions of the Staff Member's employment as a result of the IFA; and
  - v. states the day on which the IFA commences.
- 12.4 AIMS must give the Staff Member a copy of the IFA within 14 days after it is agreed to.
- 12.5 AIMS or the Staff Member may terminate the IFA:
- i. by giving no less than 28 days written notice to the other party to the IFA; or
  - ii. if AIMS and the Staff Member agree in writing at any time.

### **13. 48/52 ARRANGEMENT**

- 13.1 The 48/52 arrangement (48/52 leave) provides a work / life balance initiative which gives Staff access to 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.
- 13.2 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.
- 13.3 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).
- 13.4 The way that 48/52 leave is taken may affect Long Service Leave accrual, Annual Leave credits and Personal/Carer's Leave credits.
- 13.5 If the aggregate of periods of 48/52 leave is less than thirty (30) calendar days in any one year, the entire period of leave will be approved as leave to count as service for the purposes of terms conferred by this Agreement. Whether, or not, leave without pay counts for the purposes of long service leave, will be in accordance with the LSL Act. If the aggregate 48/52 leave taken in any calendar year is greater than thirty (30) calendar days, the total period of leave will not count for service for any purpose unless otherwise required by legislation.
- 13.6 The Staff Member's salary for superannuation purposes will continue to be their full time salary as allowed under the relevant superannuation legislation.

**Reference:** AIMS' 48/52 Arrangement Procedure

## 14. PART TIME / JOB SHARE

### 14.1 AIMS recognises two (2) categories of Part-time Staff:

- i. Staff Member initiated Part-Time employment referred to as Staff Part-Time positions; and
- ii. Management identified Part-Time positions referred to as Management Part-Time positions.

### 14.2 AIMS has set different minimum days per fortnight for each of the categories referred to in clause 5 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.

### 14.3 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.

### 14.4 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, Supporting Partner 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 14.2). The application for a Staff Part-Time position shall identify the Staff Member's requirements and will be subject to the following considerations:

- i. 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
- ii. if after Maternity Leave, a Staff Member applies to return to work on a Part-Time basis, the first twelve (12) months of their application should be approved, where this can be reasonably provided, taking into account AIMS' and the Staff Member's requirements.

### 14.5 Procedure in relation to Part-Time Positions

14.5.1 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.

14.5.2 Successful Applications – Prior to commencing 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.

14.5.3 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.

14.5.4 Minimum Engagement Period - The pattern of hours for a part-time work agreement will provide for no less than three hours per day (or an alternative period agreed by the AIMS and the employee) and will be continuous on any one day.

#### 14.6 Reversion

14.6.1 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 position.

14.6.2 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 14.2), and the Staff Member requests to revert to full-time hours, the CEO will attempt to accommodate that request. The Staff Member making the request does not have an automatic entitlement to convert or revert to full-time hours.

14.6.3 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 requests to revert to full-time employment, the CEO will attempt to accommodate that request. The Staff Member making the request does not have an automatic entitlement to convert or revert to full time hours.

14.6.4 The Staff Member should provide notification in writing to the Authorised Person of their desire to revert to full-time employment.

#### 14.7 Variation

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

#### 14.8 General Provisions

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

14.8.2 Personal/Carer's Leave will be accrued on the basis of the weekly hours prescribed for the Staff Member, calculated in accordance with clause 46.

- 14.8.3 Annual Leave accrues progressively on a pro rata basis of the full-time equivalent entitlement in accordance with clause 45.
- 14.8.4 Unless otherwise agreed in accordance with clause 14.7 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).
- 14.8.5 All allowances and entitlements, with the exception of expense related allowances and reimbursements will be pro-rated according to the prescribed weekly hours of a part time employee.

**Reference:** AIMS' Part-Time Employment Procedure

## 15. PROBATION

- 15.1 The CEO shall notify the duration of the probationary period to be served when making an offer of appointment to an Officer or Temporary Employee whose appointment exceeds a period of six (6) months in duration. The maximum probation period will be six (6) months unless the period is extended by the CEO.
- 15.2 The services of a Staff Member appointed on probation may be dispensed with by the CEO at any time during such probationary period.

## 16. RESIGNATION

- 16.1 An employee resigning their employment must give AIMS written notice of the day of termination. Unless otherwise agreed between the Staff Member and the Authorised Person, the time between giving the notice and the day of the termination must be at least the period set out in the following table:

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

- 16.2 Return of Property

Where a Staff Member fails to return property/assets and resolve all outstanding matters to AIMS' satisfaction, AIMS may instigate action under clause 82 to resolve the matter before taking any court action.

## 17. TRANSFERS

During the course of employment a Staff member's locality of employment may change due to Forced Transfer, or an Approved or Requested Transfer.

### 17.1 Forced Transfer

A Forced Transfer occurs where a Staff Member's position has transferred from one AIMS facility to another AIMS facility (i.e. Townsville to Darwin, Darwin to Townsville, Darwin to Perth, Perth to Darwin, Townsville to Perth, Perth to Townsville and any new location), 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.

### 17.2 Approved or Requested Transfers

An Approved or Requested Transfer occurs where an existing Staff Member requests a transfer to another AIMS facility and is given approval to transfer, or the Staff member is successful in an advertised position located at another AIMS facility.

**Reference:** Clause 39 Transfer Allowances and Expenses

## 18. RETIREMENT – OFFICER / FORFEITURE OF OFFICE/ TERMINATION OF EMPLOYMENT

### 18.1 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.

### 18.2 AIMS will fund access to financial advice for any Staff Member, on production of suitable evidence, as per the following:

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

### 18.3 Forfeiture of Employment

18.3.1 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.

- 18.3.2 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.
- 18.4 Where a Staff Member who has been sent a notice under clause 18.3 and explains the absence and seeks 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.
- 18.5 The forfeiture of office provisions do not apply to Temporary and Casual Employees.
- 18.6 Termination of Employment of Temporary and Casual Employees
- 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 \(Cth\)](#).
- 18.7 Redeployment and Redundancy
- Officers will be bound by the Redeployment, and Redundancy procedures set out in Part H.

## 19. CODE OF CONDUCT

The parties acknowledge that Staff will, in the course of their employment, behave to prescribed guidelines of official conduct, further details are outlined in AIMS' Code of Conduct.

# PART C – REMUNERATION

## 20. PAY SCALES AND SALARIES

### 20.1 Rates of Pay

Schedule 2 Table 1 provides the rates of pay and their adjustment through the duration of this Agreement.

### 20.2 Saturday/Sunday Duty – Other than Shift Workers

The provisions of this clause do not apply to Shift Duty on Saturdays, which is covered by clause 11.3.

- 20.2.1 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.

- 20.2.2 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.
- 20.2.3 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.
- 20.2.4 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.
- 20.2.5 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.
- 20.2.6 A Staff Member cannot be rostered to work on a Saturday or Sunday under this clause without prior consultation.

## 21. PAY INCREASES

Employees will receive a salary increase of:

- i. 2% on commencement of the Agreement;
- ii. 2% 12 months after commencement of the Agreement; and
- iii. 2% 24 months after commencement of the Agreement.

## 22. CASUAL EMPLOYMENT

- 22.1 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.
- 22.2 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 is the hourly rate applicable to their AOF level plus a 50% loading.
  - iii. For work performed on a Sunday, the hourly rate is the hourly rate applicable to their AOF level plus 100% loading.
  - iv. For work performed on a Public Holiday, the hourly rate is the hourly rate applicable plus a 150% loading.
- 22.3 Casual Employees are entitled to unpaid Carers Leave and Compassionate Leave.

**Reference:** Clause 46 Personal/Carers Leave

- 22.4 Casual Employees are paid a casual loading in lieu of the following:

- i. paid leave entitlements, except Long Service Leave;
- ii. paid Public Holidays on which the employee is not rostered to work
- iii. notice of termination of employment
- iv. redundancy benefits
- v. public holidays and
- vi. allowances; unless expressly provided for elsewhere in this Agreement.

## 23. OVERTIME

### 23.1 General

A Staff Member may, whenever it is necessary to bring up arrears in work or to meet pressure of business, be required to perform duty after Ordinary Hours (**Overtime Duty**). Subject to the provisions of this clause 23, 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.

- 23.1.1 A Staff Member may refuse to perform Overtime Duty if they are unreasonable as provided for under section 62 of the [Fair Work Act 2009 \(Cth\)](#).
- 23.1.2 Where special circumstances arise which are not covered by the provisions of this clause 23, 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.
- 23.1.3 Staff Members whose salary (including any allowance in the nature of salary) is greater than the maximum salary for AOF level 4 are not entitled to payment for Overtime Duty.
- 23.1.4 Staff Members who receive the Field Duties Allowance or the Exceptional Circumstances Allowance are not entitled to payment for Overtime Duty, unless provided for in the relevant allowance clause.
- 23.1.5 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.

### 23.2 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.



### 23.3 Time Off In Lieu

- 23.3.1 Staff who are eligible for Overtime Duty shall be entitled to convert any performed Overtime Duty to Time Off In Lieu (**TOIL**) as follows:
- i. Full payment for overtime worked;
  - ii. Partial payment for Overtime Duty performed in accordance with the provisions of clause 23.1 and 23.2 and partial TOIL; or
  - iii. Full TOIL to cover the time of performance of the Overtime Duty.
- 23.3.2 The method of compensation must be agreed between the Staff Member and their Authorised Person before the period of overtime is worked.
- 23.3.3 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.

### 23.4 Overtime Duty – Standard Conditions

- 23.4.1 Overtime Duty performed is paid in the following circumstances and amounts:
- i. Overtime Duty in excess of Ordinary Hours Monday to Friday (not being Public Holidays):
    - a) Overtime Duty up to 36.75 hours is paid for at ordinary time; and
    - b) Overtime Duty after the completion of 36.75 hours is paid for at the rates set out in clauses 23.4.2 and 23.5 below.
  - ii. Overtime Duty performed on Saturdays, Sundays and Public Holidays is paid for at the rates set out in clauses 23.4.2 and 23.5 below.
  - iii. Field Duties - where eleven (11) hours have been worked.

**Reference:** Schedule 3.1.1

- 23.4.2 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
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- 23.4.3 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.
- 23.4.4 The hourly rate for the payment of overtime shall be calculated to four decimal places.
- 23.4.5 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.
- 23.4.6 An ERA shall be regarded as salary for the purposes of calculating payment for Overtime Duty.
- 23.4.7 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.
- 23.4.8 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.

## 23.5 Overtime Duty – Rates and Formulas

- 23.5.1 For the purposes of the calculation of overtime the following formulas apply:

Rate	Formula
ST @ 36 <sup>3</sup> / <sub>4</sub>	AS x 6 ÷ 313 ÷ 36.75 x No. of hours overtime worked
T1/2 @ 36 <sup>3</sup> / <sub>4</sub> hours	AS x 6 ÷ 313 ÷ 36.75 x 1.5 x No. of hours overtime worked
DT @ 36 <sup>3</sup> / <sub>4</sub> hours	AS x 6 ÷ 313 ÷ 36.75 x 2 x No. of hours overtime worked
DT 1/2 @ 36 <sup>3</sup> / <sub>4</sub> hours	AS x 6 ÷ 313 ÷ 36.75 x 2.5 x No. of hours overtime worked

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

#### 23.6 Overtime Duty – Separate Attendance / Minimum Overtime Duty Payment

The provisions in respect of the separate attendance/minimum Overtime Duty payment contained in this clause 23.6 do not apply to Staff Members performing Field Duties.

- 23.6.1 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.
- 23.6.2 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.
- 23.6.3 Where a Staff Member is recalled to duty, and is not in a Call Duty situation as specified in clause 35.3 the minimum payment payable for each separate overtime attendance shall be for four (4) hours at the prescribed rate.
- 23.6.4 Where a Staff Member is recalled to duty, and is in a Call Duty situation as specified in clause 35.3, the minimum payment payable for each separate overtime attendance shall be for three (3) hours at the prescribed rate.
- 23.6.5 Where more than one attendance is involved, the overall payment to a Staff Member under clauses 23.6.3 and 23.6.4 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.
- 23.6.6 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.
- 23.6.7 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 35.3 applies, shall include the time necessarily spent in travelling to the place of duty and returning to their usual place of residence.

## 24. FLEXIBLE REMUNERATION PACKAGING

- 24.1 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 Procedure. The salaries at Schedule 2 Table 1 will be used when determining salary for all purposes including superannuation, severance and termination payments.

- 24.2 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.

**Reference:** AIMS' Flexible Remuneration Procedure

## 25. SUPERANNUATION

### 25.1 Superannuation legislation

- i) AIMS will ensure that all Staff are fully informed about superannuation arrangements immediately on commencement or recommencement of employment.
- ii) The rights and obligations in these clauses supplement those in superannuation laws.

### 25.2 Superannuation choice

- i) Staff may choose their own superannuation fund provided the fund is an 'eligible choice fund' (see s.32D of the [Superannuation Guarantee \(Administration\) Act 1992](#)) and the chosen fund meets the administrative requirements of AIMS.
- ii) If an employee does not choose a superannuation fund in accordance with the sub-clause (i) above, the Public Sector Superannuation accumulation plan (PSSap) will be allocated to the Staff Member.

### 25.3 Employer contributions

- i) AIMS will provide an employer superannuation contribution of 15.4% (or any authorised government change).
- ii) Defined benefits will be provided to the Commonwealth Superannuation Corporation and UniSuper as determined by the fund.

- 25.4 Superannuation will continue to be paid for Staff Members attaining the age of 70 years and over.

## PART D – ALLOWANCES AND EXPENSES

### 26. CLOTHING ALLOWANCE

- 26.1 An Authorised person and a Staff Member may negotiate the payment of an appropriate clothing allowance where special circumstances dictate.

## 27. CRUISE LEADER ALLOWANCE

### 27.1 General

Staff Members who are at AOF level 2 and 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. Payment will be made for the full duration of the field trip while the staff member was undertaking the Cruise Leader role.

**Reference:** AIMS' Field Work Procedure

### 27.2 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 29 from the commencement and/or for the duration of the field trip whilst undertaking the Cruise Leader role.

## 28. DIVING ALLOWANCES

### 28.1 Diving Allowance

Staff Members required to undertake diving duties shall be paid an allowance in accordance with Schedule 2 Table 2.

### 28.2 Dive Supervisor Allowance

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.

## 29. ENHANCED RESPONSIBILITIES ALLOWANCE

### 29.1 General

29.1.1 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.

29.1.2 Where a Staff Member:

- i. 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

- ii. 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 in accordance with clause 29.2.

## 29.2 Criteria for ERA

- 29.2.1 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 nine (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.
- 29.2.2 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.
- 29.2.3 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.
- 29.2.4 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.

## 29.3 Extended ERA

- 29.3.1 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. EXCESS TRAVELLING TIME ALLOWANCE

### 30.1 In this Clause the term '**usual place of duty**' means:

- i. 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.
- ii. For Staff whose place of work is varied – that place fixed by the Immediate Supervisor/approved by the Authorised Person.

### 30.2 A Staff Member shall be paid for their excess travel time (in this clause referred to as ETT) where:

- i. The Staff Member is travelling or on duty away from their usual place of duty; or
- ii. The Staff Member has ceased normal duty (for the day) and is recalled to duty (e.g. pursuant to clause 35).

- iii. Staff Member travels interstate or overseas to attend a seminar or another AIMS work location/s including commencement of field trips.
- 30.3 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.
- 30.4 Payment will be made for time necessarily spent in travelling, exclusive of Overtime Duty, in excess of:
  - i. The Staff Member's ordinary hours of attendance for the day; and
  - ii. 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.
- 30.5 Payment will be made at the following rates:
  - i. Ordinary rates of pay on Mondays to Saturdays (single time @ 36 hours 45 minutes);
  - ii. Time and a half rates on Sundays and Public Holidays (time and a half @ 36 hours 45 minutes);
  - iii. Payment shall not be made unless the time exceeds:
    - a. One half hour in any one day; or
    - b. Two and one half hours in any fortnightly pay period; and
  - iv. Payment shall not exceed five (5) hours in any one day.
- 30.6 Travelling Time
  - 30.6.1 Travelling time shall include the time a Staff Member has to wait for change of trains/planes/buses or other scheduled means of transport.
  - 30.6.2 Travelling time shall not include the time spent in travelling by ship or boat on which accommodation and meals are provided.
- 30.7 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.
- 30.8 The payment of ETT shall not effect payments a Staff Member is eligible for as outlined in the overtime provisions in clause 23.
- 30.9 The hourly rate for the payment of ETT shall be calculated to four decimal points.

### **31. FIELD DUTY ALLOWANCE**

- 31.1 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.

## 32. EXCEPTIONAL CIRCUMSTANCES ALLOWANCE

- 32.1 At the request of the CEO, or delegated Emergency Management Team representative, a Staff Member may agree to work in exceptional circumstances (eg. during natural disasters) where they are required to remain on site overnight.
- 32.2 Staff Members who work in an exceptional circumstance will be entitled to claim the Exceptional Circumstances Allowance for each night they remain on site past midnight.
- 32.3 The Staff Member may claim either the Exceptional Circumstances Allowance in accordance with Schedule 2 Table 2 or the overtime payable under clause 23, whichever is the greater.

**“Exceptional Circumstance”** for the purposes of this clause means work during which other staff members have been removed from site, or in the circumstances is reasonable to remove staff members from site, and the staff member agrees to continue to work.

## 33. MEAL ALLOWANCE

- 33.1 A meal allowance in accordance with Schedule 2 Table 3 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.

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

7.00am to 9.00am	12.00pm to 2.00pm
6.00pm to 7.00pm	12.00am to 1.00am



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 3.

- 33.3 Where AIMS covers the expense or provides for a meal, the Meal Allowance will not be paid.
- 33.4 A Staff Member is not eligible for Overtime Duty payment during a meal break.
- 33.5 A minimum of a half ( $\frac{1}{2}$ ) hour unpaid break must be taken after five (5) continuous hours of work.

### **34. 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, Biosafety Officer/s and Quarantine Liaison Officers.

### **35. CALL DUTY ALLOWANCES**

#### **35.1 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.

#### **35.2 Close Call Duty**

35.2.1 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:

- i. contactable and available for immediate recall to extra duty; and
- ii. 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.

35.2.2 The rate of payment applicable to a Staff Member in a Close Call Duty situation is set out in Schedule 2 Table 2.

#### **35.3 On Call Duty**

35.3.1 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.

35.3.2 The rate of payment applicable to a Staff Member in an On Call Duty situation is identified in Schedule 2 Table 2.

35.4 Where a Staff Member is required for Close Call Duty or On Call Duty, Excess Travel Time and Overtime provisions apply.

**Reference:** Clause 23 Overtime and Clause 30 Excess Travelling Time Allowance

For the purposes of this clause 35, day is defined as 12 hours (6.00am to 6.00pm) and night as 12 hours (6.00pm to 6.00am). 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).

35.5 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	

35.6 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 35.1 and a register maintained (in the relevant work area) for verification, audit and quality improvement processes.

35.7 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.

**Reference:** Clause 23 Overtime and Clause 30 Excess Travelling Time Allowance

## 36. SEASIM STAFF – CALL DUTY ARRANGEMENT

36.1 AIMS requires staff to be available outside the Ordinary Hours of Duty at the SeaSim facility between 4:40pm - 08.00am, 7 days per week.

36.2 Rostered Staff

AIMS will roster Staff for SeaSim Call Duty. Rostered Staff are required to be available to perform intermittent duties remotely from the SeaSim Facility and may also be required to attend the Facility to perform duty.

A Staff member on SeaSim Call Duty will be paid (per roster period) the SeaSim Duty Allowance set out in Schedule 2 Table 2.

### 36.3 Non Rostered Staff

Staff who are not on SeaSim Call Duty may be requested to perform intermittent duties related to the Facility either remotely from the SeaSim Facility, or attend the Facility to perform duty.

A non-rostered Staff member attending for SeaSim related duties will be paid (per roster period) the SeaSim Duty Allowance set out in Schedule 2 Table 2.

### 36.4 General

If Staff are required or requested for duty under this clause, clause 35 – Call Duty Allowance does not apply.

Clause 23 – Overtime does not apply unless the Staff member attends the SeaSim Facility on-site.

Where a Staff Member attends the SeaSim Facility on-site under this clause, clause 30 - Excess Travel Time applies.

## 37. BUSINESS TRAVEL – ARRANGEMENTS AND EXPENSES

### 37.1 General

37.1.1 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.

37.1.2 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.

37.1.3 Further details are outlined in AIMS' Credit Card and Travel Policies and Procedure as administered by AIMS' Finance Section.

### 37.2 Domestic Travel

37.2.1 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.

37.2.2 An allowance for each 24 hour period or part thereof is made to cover incidental expenses and will be paid in accordance with Schedule 2 Table 3.

### 37.3 Overseas Travel

- 37.3.1 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.
- 37.3.2 Overseas travel expenses are to be accounted for as detailed in the AIMS' Credit Card Procedure.
- 37.3.3 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 3.

### 37.4 Class of Travel

- 37.4.1 The normal class for domestic air travel is economy class for Staff, unless the CEO 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.

### 37.5 Travel for Close Relatives Visiting Sick Staff Members

- 37.5.1 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.
- 37.5.2 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.

### 37.6 Definition of Close Relative

For the purposes of clause 37.5, the following are **Close Relatives**:

- i. The spouse, a child and a parent of the Staff Member; and
- ii. 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.

## 38. APPOINTMENT RELOCATION EXPENSES

### 38.1 Appointments – New

- 38.1.1 A new appointee may be offered assistance with national and international relocation upon an offer of employment.
- 38.1.2 Appointees may be provided with a relocation package, as determined by the delegate. The relocation package may include:
  - i. Reimbursement for economy air fare/s to the locality of appointment, including, if applicable, the fares of dependants.
  - ii. Reimbursement for out of pocket fuel expenses incurred for private vehicle use or another form of transport up to a maximum equivalent cost of economy airfares.

- iii. Reimbursement for the removal of household furniture and personal effects upon securing three (3) competitive quotations and subsequent approval of removalist by AIMS.
  - iv. Reimbursement of one (1) motor car or cycle owned by the appointee, transported by rail or road to the new locality.
  - v. For international relocations, reimbursement of relocation items (iii – iv) above will be to a maximum value of \$2,000.
  - vi. Provision of up to three (3) weeks temporary self-contained accommodation assistance in the new locality.
- 38.1.3 Visa related costs incurred by the new appointee and dependent/s (i.e. medical assessments, police clearances, application fees etc.) will be met by AIMS.
- 38.1.4 In the case of currency conversion, reimbursement will be based on the rate of conversion applicable at the date the expense was incurred.
- 38.1.5 Transit insurance and costs associated with packing and unpacking, materials and cleaning will be the responsibility of the appointee and will not be covered as part of the relocation assistance provided by AIMS.
- 38.1.6 If on appointment, a new appointee is provided with temporary short term accommodation 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.
- 38.1.7 For the purpose of this clause 38 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 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 their 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.
- 38.1.8 Under the provisions of this clause 38:
- i. 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;

- ii. Accommodation assistance granted in accordance with this clause will not be recovered on cessation of employment; and
- iii. The maximum repayment will usually be based on the length of the Staff Member's service with AIMS by applying the following formula:
  - o Total travel and removal assistance costs x uncompleted months of service at AIMS / 36.

### **39. TRANSFER ALLOWANCES AND EXPENSES**

#### **39.1 General**

The following shall apply to the provisions of this clause:

- 39.1.1 A Staff Member transferred from one locality to another because of a finding of misconduct shall pay the entire costs of transfer unless otherwise determined by the CEO.
- 39.1.2 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:
  - i. 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
  - ii. costs will be considered for a maximum storage period of three (3) months.
- 39.1.3 A settling allowance of \$3,000 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).
- 39.1.4 Under the provisions of this clause 39, 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 them to do so.
- 39.1.5 A transfer within the same city or town area does not attract an entitlement under this clause.
- 39.1.6 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.

39.2 Approved or Requested Transfers (**Reference:** clause 17)

- 39.2.1 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 (clause 38) 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.

39.3 Forced Transfers (**Reference:** clause 17)

In conjunction with the relocation provisions in clause 38, the following provisions apply to Forced Transfers and associated expenses:

39.3.1 Disturbance Allowance

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

- i. 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 full time student/dependant child;
- ii. reimbursement of reasonable charges incurred in the installation, connection or reconnection of one telephone / internet in the Staff Member's new residence; and
- iii. 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.

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.

39.3.2 Reimbursement of Fares

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

- i. 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;
- ii. 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;
- iii. 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 their dependants if they accompany the Staff Member to the new locality; and

- iv. 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.

Under the provisions of clause 39.3.2, a Staff Member taking advantage of the provisions of sub-clauses (iii) and (iv) shall not also be eligible for reimbursement of fares in sub-clauses (i) and (ii).

#### 39.4 Forced Transfers – Sale and Purchase of Residential Dwellings

- 39.4.1 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.
- 39.4.2 The Forced Transfer allowance referred to in clause 39.4.1 is designed to assist the Staff Member to live in their own home on transfer by paying such items as:
  - i. legal fees;
  - ii. real estate fees;
  - iii. government charges;
  - iv. solicitor's costs and disbursements;
  - v. stamp duty;
  - vi. bank application fees, mortgage insurance (where previously held), mortgage discharge and registration fees;
  - vii. pre-purchase pest and building inspection fees; and
  - viii. utilities connection fee/s.
- 39.4.3 AIMS will not pay any of the following in respect of the Forced Transfer allowance referred to in clause 39.4.1:
  - i. outstanding loan amount;
  - ii. loss incurred on sale of house; or
  - iii. contribution towards the purchase of a new house (e.g. house deposit).
- 39.4.4 The requirements in order for a Staff Member to be entitled to receive the Forced Transfer allowance referred to in clause 39.4.1 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.
- 39.4.5 Unless the CEO is satisfied that the circumstances warrant otherwise, a claim for the Forced Transfer allowance referred to in clause 39.4.1 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.
- 39.4.6 Any entitlement under this clause 39.4 will lapse upon cessation of employment with AIMS.

#### **40. STAFF TRANSFER – DEPENDENT EDUCATION COSTS – ALLOWANCE**

- 40.1 Where a Staff Member is transferred pursuant to clause 17 and has one or more dependants under the age of twenty (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:
  - i. boarding costs (term time) where the child/children usually reside with the Staff Member but will not accompany them upon transfer; and
  - ii. return airfares for the child/children to visit the family (term breaks).
- 40.2 This provision will only apply for transfers occurring after commencement of the school year in the originating location of the Staff Member.
- 40.3 Where there are other additional costs, these should be documented for consideration of the Authorised Person.

#### **41. TRAVEL – MODE / OWN USE / DRIVING DUTIES ALLOWANCES**

##### **41.1 Mode of Travelling**

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:
  - a) an excess in travel time;
  - b) additional expense; or
  - c) 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.

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.

#### 41.2 Staff Member's Own Means of Transport Allowance

- 41.2.1 Where a Staff Member uses their own motor vehicle (truck, car or motorcycle) for official purposes (other than commuting – see clause 76) or a Staff Member's vehicle is used for official purposes, then an allowance per kilometre consistent with that identified by the Australian Taxation Office is payable (68 cents at commencement of this Agreement).
- 41.2.2 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.
- 41.2.3 There will be no entitlement under clause 41.2.1 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.
- 41.2.4 Where the Staff Member is required in addition to using their own vehicle transport other Staff or AIMS' equipment/goods etc (not exceeding 100 kg) then the above category rate of allowance will be increased by 0.63 cents per kilometre.
- 41.2.5 Where the Staff Member 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 incurred.
- 41.2.6 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 forwarding to the AIMS' Transport Officer copies (and renewals) of the following:
  - i. current driver's licence;
  - ii. comprehensive insurance policy; and
  - iii. current vehicle registration.
- 41.2.7 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.

#### 41.3 Driving Duties Allowance

- 41.3.1 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 clause 41.3.3 below in the course of their duties, they may be eligible to be paid a Driving Duties Allowance.
- 41.3.2 The Driving Duties Allowance shall be determined by the Authorised Person.
- 41.3.3 The types of vehicles that qualify for the Driving Duties Allowance include:
- i. Passenger vehicle – 8 persons or less;
  - ii. Passenger vehicle – more than 8 persons; or
  - iii. 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.

## **42. LOSS OR DAMAGE TO PERSONAL CLOTHING OR EFFECTS**

- 42.1 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 the staff member is entitled to payment in respect of the loss or damage such an amount as the Authorised Person considers to be reasonable.

**Reference:** AIMS' Compensation - Loss or Damage to Personal Clothing or Effects Policy

## **43. REMOVAL EXPENSES AND FARES ON RETIREMENT OR DEATH**

- 43.1 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:
- i. 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;
  - ii. the nature of the locality;
  - iii. the time spent by the Staff Member and dependants (if any) at the locality; and
  - iv. 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.

- 43.2 For the purposes of clause 43.1, where a Staff Member dies while on temporary transfer, the Staff member is deemed to have been performing duty at the pre-transfer locality if the dependants of the Staff Member (who normally reside with the Staff Member) continue to reside at the pre-transfer locality.

## **44. CAR PARKING – AIMS WESTERN AUSTRALIA**

### **44.1 General Provisions**

AIMS will pay re-imbusement of car parking expenses for AIMS' WA Staff Members paid in line with Schedule 2 Table 3 upon production of:

- i. an invoice that has been paid and receipted; or
- ii. a copy of a completed car parking application form.

### **44.2 The reimbursement will be non-taxed.**

## **PART E – LEAVE**

## **45. ANNUAL LEAVE**

### **45.1 Accrual and Entitlement**

45.1.1 Staff Members (other than Casual Employees) will accrue twenty-five (25) working days paid Annual Leave for each year of service. The Annual Leave accrues progressively on a pro rata basis from the date of commencement of employment according to Ordinary Hours of Duty and accumulates at each pay cycle.

45.1.2 Each period of service which has different fortnightly 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 days of leave available. Part-time service credits are calculated on pro-rata basis of the full-time annual credit entitlement.

45.1.3 Leave without pay does not accrue Annual Leave.

### **45.2 Leave Usage**

45.2.1 Taking leave is an important component of Staff health and wellbeing. To ensure staff take leave the following apply:

- i. AIMS encourages Staff to monitor and use their Annual Leave;
- ii. A Staff Member may take Annual Leave at any time with the approval of their Authorised Person, and Supervisors must ensure there is scope for Staff to take their Annual Leave;
- iii. 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. Any Annual Leave taken in advance which has not been accrued shall then be a debt due and payable to AIMS;
- iv. During September of each year AIMS will advise Staff, and their Immediate Supervisors, where the Staff Member's projected annual

leave credit on 1 January of the following year will be more than fifty(50) days. Where the projected Annual Leave credit will be in excess of fifty (50) days on 1<sup>st</sup> January, the Staff Member and the Immediate Supervisor must discuss and implement an annual leave usage plan to ensure the Staff Member's annual leave credit does not exceed that amount; and

- v. Where a Staff Member has accrued an Annual Leave credit in excess of fifty (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:
  - a) The Staff Member being given one (1) months' notice;
  - b) 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; and
  - c) The Staff Member not being directed if they are complying with an Annual Leave usage plan.

#### 45.3 General Provisions

- 45.3.1 Annual Leave counts as service for all purposes.
- 45.3.2 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.
- 45.3.3 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.
- 45.3.4 Where a Staff Member is to be retired on the grounds of invalidity, they may, if they desire, be granted Annual Leave following the expiration of their Personal/Carer's Leave providing they have an Annual Leave entitlement.

#### 45.4 Cashing Out of Annual Leave

- 45.4.1 Staff may voluntarily '**cash out**' up to 81 hours 40 minutes (ten (10) days) of accrued Annual Leave upon written request by a Staff Member. To be eligible to 'cash out' Annual Leave the Staff member must:
  - i. Have taken at least fifteen (15) days Annual Leave in the twelve (12) months immediately preceding the request to cash out leave; and
  - ii. Have at least four (4) weeks eighteen (18) days for full time Staff Annual Leave credit remaining.
- 45.4.2 Each cashing out of a particular amount of Annual Leave must be by separate agreement in writing between AIMS and the Staff Member.

- 45.4.3 Payment for any cash out 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.
- 45.4.4 A Staff Member may apply to cash out more leave than in clause 45.4.1 above, however such may be refused at the discretion of AIMS' Management/Authorised Person.
- 45.5 Annual Leave – Payments on the Death of a Staff Member
- 45.5.1 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 (2) or more dependants of the Staff Member.
- 45.6 Annual Leave in Remote Localities
- 45.6.1 Where a Staff Member is stationed in a remote locality and engaged in duties which cannot ordinarily be performed within Ordinary Hours and they are given no compensation in time or money for the extra time worked, the period of leave of absence for Annual Leave specified in clause 45.1 may be increased to a period not exceeding a period equivalent to their Ordinary Hours of Duty for a period of four (4) weeks, or in Personal/Carer's Leave circumstances, five (5) five weeks.
- 45.6.2 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 Leave specified in clause 45.1 may be increased to a period not exceeding six (6) weeks.
- 45.6.3 Staff Members 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 clause shall apply and the period of leave in respect of each year which shall be granted to Staff Members stationed in each locality.
- 45.6.4 Notwithstanding anything contained in clause 45, Staff Members stationed in the localities referred to in clause 45.6.2 may be approved to accumulate credits for three consecutive years before being considered excess leave and subject to an annual leave usage plan.

## **46. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE**

- 46.1 AIMS Staff, except for Casual Employees, 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:
- i. because the Staff Member is not fit for work because of a personal illness, or personal injury, affecting the Staff Member; or

- ii. 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:
    - a. a personal illness, or personal injury, affecting the member: or
    - b. an unexpected emergency affecting the member; or
  - iii. other emergency reasons considered appropriate by the Authorised Person provided that the Staff Member's accrued Personal/Carer's leave, at the end of the leave granted under this clause, is not less than ten (10) days (the minimum entitlement days under the [National Employment Standards](#)).
- 46.2 Staff Members who have exhausted all Personal/Carer's Leave credits or casual employees are entitled to up to two (2) days unpaid Personal/Carer's Leave per occasion:
  - i. to care for an 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.
- 46.3 Personal/ Carer's Leave Credits and Accrual
  - 46.3.1 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 fifteen (15) days paid Personal/Carer's Leave (based on an 8 hour 10 minute day) and accrue an additional fifteen (15) days on each completion of twelve (12) months service. Part-Time Staff receive a pro rata credit proportioned to their service.
  - 46.3.2 Where a Staff Member exhausts their Personal/Carer's Leave credit in their first ten (10) years of service the CEO may grant additional Personal/Carer's Leave in anticipation of the next credit.
  - 46.3.3 Staff will be able to access Personal/Carer's Leave as they accrue it.
- 46.4 Personal/Carer's Leave – General Conditions
  - 46.4.1 A **Personal/Carer's Leave year** is defined as the twelve (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.
  - 46.4.2 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.
  - 46.4.3 Where a Staff Member has an aggregated number of LWOP NTCAS days in a crediting year that exceeds twenty-two (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 twenty-two (22) days LWOP NTCAS.



- 46.4.4 Personal/Carer's Leave cannot be converted to salary and cashed out on cessation or termination of employment.
- 46.4.5 If a Staff Member becomes eligible for non-discretionary leave (leave required to be granted in accordance with legislation or this agreement) during a period of Annual Leave and or Long Service Leave, the affected period of Annual Leave or Long Service Leave will be re-credited to the extent of the substitute leave type granted. The re-crediting is subject to the provision of evidence that would satisfy a reasonable person, that the staff member is entitled to the substitute leave.
- 46.4.6 A Staff Member is not able to access paid Personal/Carer's Leave while on:
- i. paid Maternity Leave: or
  - ii. Primary Carer's leave under clause 47.5.
- 46.4.7 A Staff Member receiving worker's compensation for more than forty-five (45) weeks will accrue Personal/Carer's Leave based on the hours actually worked.
- 46.4.8 Unless otherwise indicated, absence on Personal/Carer's Leave will count as service for all purposes, unless otherwise required by legislation.
- 46.4.9 A deduction of Personal/Carer's Leave is not made for absence on a Staff Member's rostered days off and/or Public Holidays.
- 46.4.10 Staff may be requested to attend a medical assessment as per Clause 10 Fitness for Work with respect to a period of absence on Personal/Carer's Leave.
- 46.4.11 Where a Staff Member has been absent on Personal/Carer's Leave for a continuous period of more than thirteen (13) weeks, they must be certified fit for duty by the Australian Government Medical Officer before resuming duty.
- 46.4.12 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.
- 46.4.13 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, the Staff Member 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.
- 46.4.14 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.

**Reference:** Clause 55 Recognition of Prior Service

- 46.4.15 Absences due to a Staff Member being affected by personal circumstances, as listed in clause 46.1 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 a 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.
- 46.4.16 A Staff Member cannot be granted Personal/Carer's Leave beyond the date of their appointment expiration.
- 46.5 Compassionate Leave
- 46.5.1 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:
- i. when a member of the Staff Member's Immediate Family or a member of the Staff Member's household:
    - a. contracts or develops a personal illness that poses a serious threat to the Staff Member's life; or
    - b. sustains a personal injury that poses a serious threat to the Staff Member's life; or
    - c. on the death of an Immediate Family member or member of the Staff Member's household.
- 46.5.2 A Staff Member may take compassionate leave for each permissible occasion if the leave is taken:
- a. to spend time with the member of the Staff Member's immediate family or household who has contracted or developed the personal illness;
  - b. to spend time with the member of the Staff Member's immediate family or household who has sustained a personal injury; or
  - c. After the death of the member of the Staff Member's immediate family or household.
- 46.5.3 This Compassionate Leave entitlement is not deducted from the Staff Member's Personal/Carer's Leave accrual.
- 46.5.4 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. Personal/Carer's Leave for compassionate

reasons must not be taken to the extent that it results in less than 10 days' of an employee's credit per year being available for use for personal injury or illness and caring as provided for under the Fair Work Act.

- 46.5.5 Casual employees are entitled to two (2) days unpaid Compassionate Leave on each occasion that compassionate leave is required.
- 46.5.6 Unless otherwise indicated, absence on Compassionate Leave will count as service for all purposes, unless otherwise required by legislation.
- 46.6 Notice Requirements – Personal/Carer's Leave and Compassionate Leave
  - 46.6.1 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 and Compassionate Leave.
  - 46.6.2 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.

**Reference:** AIMS' Rehabilitation Procedure

- 46.6.3 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.
- 46.6.4 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.

## 47. FAMILY LEAVE

- 47.1. Parental Leave (Unpaid)
  - 47.1.1 Staff are entitled to twelve (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 twelve (12) months unpaid parental leave.
  - 47.1.2 The CEO shall determine whether unpaid Parental Leave counts as service.
- 47.2 Maternity Leave (Paid and Unpaid)
  - 47.2.1 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:
    - i. A Staff Member who is eligible for maternity leave under the [Maternity Leave \(Commonwealth Employees\) Act 1973 \(Cth\)](#) is entitled to up to twelve (12) weeks paid maternity leave plus an additional two (2) weeks under this Agreement, making a total of up to fourteen (14) weeks.
    - ii. Paid Maternity Leave shall count as service for all purposes.

- iii. Any period of leave during the first twelve (12) weeks' absence on maternity leave that is unpaid shall count as service for all purposes.
- 47.2.2 The Payment of maternity leave may be spread over a period of up to twenty-eight (28) weeks at a rate of half normal salary. Any 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 \(Cth\)](#).
- 47.2.3 Where a Staff Member on Maternity Leave applies for paid Annual Leave and/or Long Service Leave after the expiration of the period of paid Maternity Leave absence, and is eligible for that leave, the leave will be granted.
- 47.3 Adoption / Guardian Leave
  - 47.3.1 Adoptive/Guardian parents may access leave on the same terms as available under the Maternity Leave provisions at clause 47.2 and Supporting Partner Leave provisions at clause 47.4.
  - 47.3.2 Any additional leave without pay totalling thirty (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 \(Cth\)](#). Maternity Leave without pay of less than thirty (30) calendar days will not count for service for the purposes of the Long Service Leave Act unless the CEO approves otherwise.
- 47.4 Supporting Partner Leave (Paid)
  - 47.4.1 On completion of twelve (12) months service, a Staff Member may apply for up to a maximum of four (4) weeks paid **Supporting Partner Leave** on:
    - i. The birth of their child
    - ii. The adoption of a child under the age of sixteen (16) years; or
    - iii. Becoming a permanent legal guardian for a child under the age of sixteen (16) years, who is not already residing with the Staff Member
  - 47.4.2 Part time and casual Staff Members entitlement under this clause will be pro rated.
  - 47.4.3 Applications for Supporting Partner Leave will be considered at half pay or in separate one week blocks during the first 12 months of an event listed in clause 47.4.1 based on the operational needs of AIMS.
- 47.5 Primary Carers Leave (Paid)
  - 47.5.1 A Staff Member who
    - i. has completed 12 months service;

- ii. becomes the Primary Caregiver of a new born child; and
- iii. where the spouse or de facto partner intends to access no maternity leave or a reduced entitlement to maternity leave;

may apply for up to 8 weeks paid leave for the birth of a child, reduced by any supporting partner leave previously taken.

- 47.5.2 Primary Carers Leave (Paid) will commence within one week of the birth of the child.
- 47.5.3 Applications for Primary Carers Leave (Paid) at half pay will be considered.
- 47.5.4 A staff member who takes Maternity or Adoption / Guardian Leave is not eligible to take Primary Carers Leave (Paid).
- 47.5.5 An employee who takes supporting partner leave is not eligible to take Primary Carers leave unless authorised by the CEO, and if approved the maximum combined leave will be no more than 8 weeks.
- 47.5.6 The employee will be required to provide evidence of Primary Carer status.

**Primary Caregiver** for the purposes of this clause means the person who assumes responsibility generally for the daily responsibility, development, health and safety their child under the age of sixteen (16), who lives with the Staff Member the majority of the time.

- 47.6 Primary Carers Leave (Unpaid)
  - 47.6.1 A Staff Member may request additional Primary Carers Leave following Parental, Maternity or Supporting Partner Leave.
  - 47.6.2 Where a Staff Member has used all of their Maternity or Supporting Partner Leave and other parental leave entitlements, including additional leave under section 76 of the [Fair Work Act 2009 \(Cth\)](#), the employee may apply to the CEO for additional unpaid leave up to a further 156 weeks where they are the primary carer.
  - 47.6.3 Where the CEO refuses to grant leave under this clause they must provide written reasons. A refusal by the CEO to grant leave under this clause is not reviewable.
  - 47.6.4 Staff Members requesting additional leave under this clause are to provide at least three (3) months' notice of their request.
  - 47.6.5 A Staff Member 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.
  - 47.6.6 Staff Members resuming duty after leave will return to the same classification level they held prior to their leave.
  - 47.6.7 Leave under this clause will not count as service.

## 48. COMMUNITY SERVICE LEAVE

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

48.1. Staff Called as Witness

- 48.1.1 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 they are required to travel they may be allowed to claim reimbursement of travel expenses.
- 48.1.2 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.
- 48.1.3 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 the purposes of Annual Leave and Personal/Carer's leave accruals only unless the CEO approves otherwise or is required by legislation.

48.2 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.

48.3 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\(Cth.\)](#).

**Reference:** Clause 52 Miscellaneous Leave (Paid and Unpaid)

## 49. DEFENCE LEAVE

49.1 General

A Staff Member will be granted leave (with or without pay) to enable the Staff Member to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS). It may also be granted for the fulfilment of Cadet Force Obligations.

Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual Leave accruals.

49.2 Paid Defence Leave – Reserve Service and Cadet Force Obligations

A Staff Member is entitled to leave with pay for ADF Reserve Service of up to four (4) weeks during each financial year, and an additional two (2) weeks paid leave in the first

year of ADF Reserve Service. With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years.

A Staff Member who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three (3) weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

- 49.3 Defence Leave may be granted to Staff Members to participate in full-time defence service in a 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.
- 49.4 Defence Leave may be granted to Staff Members to participate in full-time defence 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.
- 49.5 Defence Leave may be granted to Staff Members to participate 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.

## 50. DEFENCE SERVICE SICK LEAVE

- 50.1 Employees who suffer from a war-caused or Defence-caused medical condition may be entitled to war service sick leave.
  - 50.1.1 An eligible employee who provides a statement from the Department of Veterans' Affairs stating what condition(s) has been determined as being war-caused or defence-caused under relevant legislation may be granted paid leave 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:
    - i. Attending hospital, Out-Patients' Clinic, or Medical Officer:
      - a. for pension review;
      - b. to report for periodical examination, attention or treatment; or
    - ii. 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.
  - 50.1.2 Leave of absence for the purpose of clause 50.1.1 in excess of two (2) weeks in any year of service shall be deducted from Personal/Carer's Leave credits.
  - 50.1.3 Leave required by a returned soldier to appear before a War Pensions Appeal Tribunal shall be granted with pay under clause 52.1, Miscellaneous Leave Paid and Unpaid, 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.

- 50.1.4 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 them Personal/Carer's Leave either with or without pay from normal Personal/Carer's Leave credits, the CEO may grant them Personal/Carer's Leave without pay. Absence on unpaid Personal/Carer's Leave for this purpose, while not breaking continuity of service, shall not count as service for the purposes of this Agreement. It will, however count as service for long service leave in accordance with the requirements of the LSL Act.

## 51. FAMILY AND DOMESTIC VIOLENCE

- 51.1 AIMS is committed to providing a supportive, flexible and safe workplace for employees who are affected by family and domestic violence, including casual employees.

AIMS will provide employees with support for employees experiencing family and domestic violence in accordance with this Agreement.

- 51.2 A full time or part time employee affected by family and domestic violence may access personal/carer's leave entitlements, in addition to any entitlements available under the NES, for the purposes of:
- i. illness or injury affecting the employee resulting from family and domestic violence;
  - ii. providing care or support to a family or household member who is ill or injured as a result of family and domestic violence;
  - iii. providing care or support to a family or household member who is affected by an unexpected emergency as a result of family and domestic violence, or
  - iv. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- 51.3 Where an employee, affected by family and domestic violence, requires leave for purposes not covered by 51.3 and where personal/carer's leave entitlements are not applicable, or when an employee has exhausted their personal/carer's leave entitlements, an alternative leave type may be granted, including miscellaneous leave.
- 51.4 All employees are entitled to unpaid leave to deal with family and domestic violence.
- 51.5 An employee must give AIMS notice of the taking of FDVL as soon as practicable and the expected period of the leave.
- 51.6 AIMS may require the employee to provide evidence that would satisfy a reasonable person that the leave is taken for FDVL. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service.



- 51.7 AIMS recognises that information concerning an employees experience of family and domestic violence is sensitive and AIMS will take steps to ensure information concerning any employee taking FDVL is treated confidentially, as far as it is reasonably practicable to do so.
- 51.8 Where AIMS is required to disclose FDVL confidential information by an Australian law or is necessary to protect the life, health or safety of the employee or another person AIMS where practical will consult with the employee.
- 51.9 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

## 52. MISCELLANEOUS LEAVE (PAID AND UNPAID)

- 52.1 The CEO may grant a period of Miscellaneous Leave to a Staff Member, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO considers to be in the interests of the Institute and having regard to operational requirements.
- 52.2 The CEO may determine under clause 52.1 that only part of the period of leave is with pay.
- 52.3 Unless the CEO determines otherwise, any continuous period of miscellaneous leave without pay greater than thirty (30) calendar days will not count as service for Annual Leave, Personal/Carers Leave purposes.

## 53. LONG SERVICE LEAVE

- 53.1 Staff entitlements to Long Service Leave are pursuant to the [Long Service Leave \(Commonwealth Employees\) Act 1976](#). However entitlements must be taken at a minimum of seven (7) calendar days at full time per occasion or fourteen (14) calendar days at half pay per occasion.
- 53.2 Periods of Long Service Leave are not broken by other forms of leave unless required by legislation.

## 54. PUBLIC HOLIDAYS

- 54.1 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:
- I 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

- 54.2 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.
- 54.3 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.
- 54.4 In addition to the legislated public holidays set out in clause 54.1, Staff will observe an additional holiday each year on the ordinary working day following the Boxing Day public holiday or its substitute.

## 55. RECOGNITION OF PRIOR SERVICE

- 55.1 New Staff Members of AIMS receive Long Service Leave in accordance with the [Long Service Leave \(Commonwealth Employees\) Act 1976 \(Cth\)](#). Staff members with eligible prior service in accordance with section 11 of the [Long Service Leave \(Commonwealth Employees\) Act 1976 \(Cth\)](#) are entitled to recognition of this service for the purposes of the [Long Service Leave \(Commonwealth Employees\) Act 1976 \(Cth\)](#), subject to the continuity of service requirements of section 12 of the [Long Service Leave \(Commonwealth Employees\) Act 1976 \(Cth\)](#).
- 55.2 Personal/Carer's Leave and Prior Service
- 55.2.1 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.
- 55.2.2 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 any 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.
- 55.2.3 AIMS will recognise prior service for the purposes of Personal/Carer's leave where that prior service is with an organisation referenced by section 11 of the [Long Service Leave Act \(Commonwealth Employees\) Act 1976 \(Cth\)](#) provided that there is no break in service of greater than two (2) months.

## PART F – CAREER DEVELOPMENT, PERFORMANCE AND REWARDS

### 56. ANNUAL PERFORMANCE AGREEMENT AND REWARDS

- 56.1 AIMS will maintain a system for supporting and improving the performance of individuals. This system will provide information or evidence for Performance and Development Steps, performance rewards and promotions.
- 56.2 Satisfactory achievement of work objectives is required in order to advance through Performance and Development Steps within an AOF level.
- 56.3 Management and Staff agree that it is a requirement of employment at AIMS that all Staff (excluding temporary and casual employees) participate in the performance and development process.
- 56.4 The payment of a performance and development step shall not be deferred where a Staff Member has been absent on:
  - i. leave counting as service;
  - ii. leave for study or training; or
  - iii. as defined in the Performance and Development System.

### 57. CAREER MANAGEMENT – LEARNING AND DEVELOPMENT

- 57.1 General

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.
- 57.2 Individuals are responsible for career development and Immediate Supervisors play a significant partnering / mentoring role to ensure that the development of Staff fits broader organisational 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.
- 57.3 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.
- 57.4 Financial assistance and study leave may be approved by the CEO, further details are outlined in the AIMS Learning and Development policy.

**Reference:** AIMS' Learning and Development Policy

## 58. MERIT PROMOTION

- 58.1 Merit Promotion to a higher AOF level may be approved where:
- i. 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;
- Reference:** AIMS' APA Guidelines
- ii. AIMS requires the role to be performed at the higher level for the foreseeable future.
- 58.2 For the purposes of clause 58.1 the period over which sustained performance must be demonstrated is two (2) APA cycles (an APA cycle = twelve (12) months). A period of less than two (2) cycles but greater than one (1) cycle may be considered where a candidate demonstrates capacity to sustain that level of performance beyond the period being assessed.
- 58.3 A Staff Member need not be on the maximum performance and development step of their existing AOF level to be promoted.
- 58.4 Where a promotion is denied on the grounds that there is no organisational 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 objectives set through the APA process will reflect this advice.
- 58.5 The names of Staff who receive a Merit Promotion will be publicised within AIMS.

## 59. PERFORMANCE CASH REWARDS

- 59.1 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.
- 59.2 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.
- 59.3 Staff may be nominated for a Performance Cash Reward by colleagues, Immediate Supervisors or senior managers.
- 59.4 The maximum Performance Cash Reward payable to a Staff Member is \$5,000 per annum.
- 59.5 The Reward Review Committee will consider reward nominations, including the amount and distribution within teams, and make recommendations to the CEO.

- 59.6 The Performance Cash Reward is not payable to Staff Members who have received the Exceptional Circumstances Allowance.
- 59.7 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.
- 59.8 The names of Staff who receive a Performance Cash Reward will be publicised within AIMS.

## **60. REWARD REVIEW PROGRAM**

- 60.1 AIMS will establish a Reward Review Program, part of which will include a Reward Review Committee that will consider and make recommendations on cases for:
  - i. Merit promotions/reclassification;
  - ii. Accelerated advancement within an AOF level;
  - iii. Performance cash rewards; and
  - iv. Superior performance rating.
- 60.2 AIMS will provide unsuccessful applicants with constructive feedback and advice.

**Reference:** AIMS' Reward Review Program Guidelines

## **61. SUPERIOR PERFORMANCE RATING**

- 61.1 The Superior Performance Rating (SPR) reward category applies to Staff at a career plateau.
- 61.2 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.
- 61.3 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.
- 61.4 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 twenty-seven (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.

- 61.5 The SPR applies only to Staff at a career plateau as defined in clause 61.6. A SPR rating is not a substitute for promotion.
- 61.6 Staff will be accepted as being at a career plateau where:
- i. 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
  - ii. reclassification is not currently appropriate or foreseeable in the subsequent twelve (12) month period.
- 61.7 The overall distribution of SPR (and other rewards) will be compiled each year for Management review.
- 61.8 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.

## **62. PROFESSIONAL MEMBERSHIP FEES**

- 62.1 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 or of demonstrated value to enable the 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.
- 62.2 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.
- 62.3 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.

# **PART G – WORK AND LIFE BALANCE**

## **63. EMPLOYEE ASSISTANCE PROGRAM**

- 63.1 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

## **64. HEALTH AND WELLBEING**

- 64.1 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.

# **PART H – REDEPLOYMENT AND REDUNDANCY**

## **65. APPLICATION AND DEFINITION**

### **65.1 Application**

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

This Part does 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.

- 65.2 In this Part, Notice Period means the period between when a Redundancy Notice is given under clause 67 and the termination date notified in the Termination Notice under clause 68.

## **66. EXCESS STAFF**

### **66.1 A Staff Member is excess for operational reasons if:**

- i. 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;
- ii. The services of the Staff Member cannot be effectively used because of technological or other changes in the work methods of AIMS or changes in the nature, extent or organisation of the functions of AIMS; or
- iii. 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 in that city.

## **67. REDUNDANCY NOTICE**

- 67.1 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:

- i. details of the circumstances which have given rise to the potential redundancy;

- ii. an outline of the method of identifying the Staff Member(s) as potentially excess;
  - iii. details of any potential redeployment, including retraining prospects, within the project and more broadly, within AIMS;
  - iv. details of other options which might prevent the redundancy (e.g. substitution by other Staff); and
  - v. details of the termination benefits, which apply in the event that redundancy is confirmed.
- 67.2 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 clause 67.1, in respect of the Staff Member(s) being represented, as well as information about the number and levels of other Staff affected.
- 67.3 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, curriculum vitae preparation and financial planning.
- 67.4 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 (2) weeks prior to any Redundancy Notice under this clause.

## **68. TERMINATION NOTICE**

- 68.1 After no less than eight (8) weeks, but no longer than twelve (12) weeks, have elapsed since receipt of the Redundancy Notice under clause 67.1, unless the Staff Member has secured alternative AIMS employment, the Staff Member may be given four (4) weeks (five (5) weeks for Staff over forty-five (45) years old) notice of termination. During the notice period the Staff Member must provide formal advice as to their preferred termination benefit.
- 68.2 If a Staff Member does not contest redundancy and agrees to a termination date earlier than that provided for under the provisions of clause 68.1, then the Staff Member in addition to the termination benefits provided at clause 68.1 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 twelve (12) or thirteen (13) weeks – dependant on age, and the Staff Member would receive payment in lieu of salary for any unexpired time of this maximum period).

## **69. ELIGIBILITY FOR REDEPLOYMENT DURING THE NOTICE PERIOD**

- 69.1 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 of 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.

## **70. TIME OFF DURING THE NOTICE PERIOD**

- 70.1 During the Notice Period, a Staff Member will be entitled to reasonable time off with full pay to attend necessary employment interviews.
- 70.2 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.
- 70.3 Where AIMS so directs or the Staff Member so requests, the Staff Member shall be retired at any time after Termination Notice under clause 68.1 and the Staff Member shall thereupon be entitled to receive payment in lieu of salary for the unexpired portion of the period.

## **71. RETRENCHMENT BENEFITS**

- 71.1 Lump Sum Payment

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.
- 71.2 Subject to a minimum payment of four (4) weeks pay and a maximum of forty-eight (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 \(NES\)](#).
- 71.3 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 clause 67.1, salary for the purposes of calculating the lump sum payable will include the ERA.
- 71.4 Where a Staff Member regularly receives payment for FDA, shift work or overtime (i.e. in 50% or more of the pays received in the twelve (12) months preceding the giving of notice under clause 67.1), the average fortnightly payment during that period will be included for the purpose of calculating the lump sum payable.
- 71.5 Occupational Health and Safety Allowances will also be included in calculating the lump sum payable.

## **72. RETENTION**

- 72.1 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 [National Employment Standards](#), refer clause 71.2.

- i. In the case of Staff who have twenty (20) or more years of service or are over forty-five (45) years of age: thirteen (13) months; (less the Staff Member's entitlement to redundancy under the [National Employment Standards](#)).
- ii. In the case of other Staff: seven (7) months (less the Staff Member's entitlement to redundancy under the [National Employment Standards](#)).

72.2 The retention periods specified in clause 72.1 shall commence from one (1) month to eight (8) weeks after the day on which a Staff Member is advised in writing by AIMS that they are an excess Officer (clause 66.1).

72.3 Where before the end of a retention period:

- i. an excess Staff Member is reduced in classification; or
- ii. an excess Staff Member is involuntarily retired in accordance with clause 72.4 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 clause 73 for the balance of the retention period applying to that Staff Member.

72.4 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 [National Employment Standards](#). (This clause does not exclude the payment of the [National Employment Standards](#) redundancy).

## 73. INCOME MAINTENANCE

73.1 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 the Staff Member is excess or at the date of an excess the Staff Member's reduction in classification, or at the date an excess the Staff Member is retired in accordance with clause 72.4.

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

- 73.2.1 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.

- 73.2.2 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.
- 73.2.3 Were 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.
- 73.2.4 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.
- 73.2.5 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 clause 71 Retrenchment Benefits.
- 73.3 For the purposes of calculating salary at the date of termination/redeployment, the following will be included:
- i. ERA if it was received for a continuous period of at least twelve (12) months prior to formal advice being given under clause 67.1; and
  - ii. 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 clause 67.1. The amount included will be the average fortnightly payment during the twelve (12) month period; and
  - iii. Occupational Health and Safety Allowance.
- 73.4 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.

## **74. MOVING HOUSEHOLD**

- 74.1 Where a Staff Member succeeds in securing further employment with 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.

## **75. SICK LEAVE**

- 75.1 The retention period specified in clause 72 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.

## PART I – COMMUTING ARRANGEMENTS – CAPE FERGUSON

### 76. COMMUTING ARRANGEMENTS AT CAPE FERGUSON SITE

- 76.1 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 76.2 and represented diagrammatically in Schedule 4. Staff Members who come under clause 76.4 may be required to provide their own transport to a designated pick up location within the Townville pickup boundary.
- 76.2 For the purposes of this clause, "Townsville pickup boundary" is defined as the High Water Mark, Townsville (North), Pallarenda (North West), Bruce Highway, (including Mt Low, Bushland Beach)(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 Elliot Springs, Julago, Nome and Alligator Creek) (East).
- 76.3 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 AIMS commits to only implementing significant changes by mutual agreement with the affected staff.
- 76.4 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 76 will apply to such Staff Member. New Staff Members who live outside the Townsville pickup boundary defined in clause 76.2 will also come under the provisions of clause 76.
- 76.5 Commuting arrangements may be accessed by negotiation on a case by case basis, by those Staff Member/s affected by this clause.
- 76.6 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 3, subject to approval by the Staff Member's Immediate Supervisor/Authorised Person.
- 76.7 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, subject to approval by the Staff Member's Immediate Supervisor/Authorised Person.
- 76.8 AIMS will review the Personal Vehicle Allowance annually on the anniversary of this agreement and derive the value from an analysis of the real costs of providing a seat in a commuter vehicle.

- 76.9 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.
- 76.10 The personal vehicle allowance will not be paid to Staff:
- i. who reside in a dwelling provided by AIMS;
  - ii. where the Staff Member's dwelling is situated at the isolated establishment; or
  - iii. 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.
- 76.11 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.
- 76.12 The map at Schedule 4 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 clauses.

**Reference:** AIMS' Commuter Car Opt In/Out Procedure

## PART J – CONSULTATION AND REPRESENTATION

### 77. JOINT CONSULTATIVE COMMITTEE

- 77.1 AIMS will maintain a Joint Consultative Committee (JCC) comprised of an equal number from AIMS' senior management and Recognised Representatives.
- 77.2 Consultation on general employment and workplace relations matters (including on policies and procedures) will occur through the JCC. The JCC is not a decision-making body.

### 78. CONSULTATION PROCEDURE - MAJOR CHANGE OR CHANGE TO WORK HOURS

- 78.1 This term applies if AIMS:
- i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Staff; or
  - ii. proposes to introduce a change to the regular roster or ordinary hours of work of Staff.

## 78.2 Major Change

For a major change referred to in clause 78.1(i):

- i. AIMS must notify the relevant Staff of the decision to introduce the major change; and
- ii. clauses 78.2.1 to 78.2.6 apply.

78.2.1 The relevant Staff may appoint a representative for the purposes of the procedures in this term if:

- i. a relevant Staff Member appoints, or relevant Staff appoint, a representative for the purposes of consultation; and
- ii. the Staff Member or Staff advise AIMS of the identity of the representative;

AIMS must recognise the representative.

78.2.2 As soon as practicable after making its decision, AIMS must:

- i. discuss with the relevant Staff:
  - a) the introduction of the change;
  - b) the effect the change is likely to have on the Staff;
  - c) measures AIMS is taking to avert or mitigate the adverse effect of the change on the Staff; and
- ii. for the purposes of the discussion provide, in writing, to the relevant Staff:
  - a) all relevant information about the change including the nature of the change proposed;
  - b) information about the expected effects of the change on the Staff; and
  - c) any other matters likely to affect the Staff.

78.2.3 However, AIMS is not required to disclose confidential or commercially sensitive information to the relevant Staff.

78.2.4 AIMS must give prompt and genuine consideration to matters raised about the major change by the relevant Staff.

78.2.5 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AIMS, the requirements set out in clause 78.2(i), 78.2.1 and 78.2.2 are taken not to apply.

78.2.6 In this term, a major change is likely to have a significant effect on Staff if it results in:

- i. the termination of the employment of Staff;

- ii. change to the composition, operation or size of AIMS's workforce or to the skills required of Staff;
- iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- iv. the alteration of hours of work;
- v. the need to retrain Staff;
- vi. the need to relocate Staff to another workplace; or
- vii. the restructuring of jobs.

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

For a change referred to in clause 78.1 (ii):

- i. AIMS must notify the relevant Staff of the proposed change; and
- ii. clauses 78.3.1 to 78.3.5 apply.

**78.3.1** The relevant Staff may appoint a representative for the purposes of the procedures in this term if:

- i. a relevant Staff Member appoints, or relevant Staff appoint, a representative for the purposes of consultation; and
- ii. the Staff Member or Staff advise AIMS of the identity of the representative;

AIMS must recognise the representative.

**78.3.2** As soon as practicable after proposing to introduce the change, AIMS must:

- i. discuss with the relevant Staff the introduction of the change; and
- ii. for the purposes of the discussion provide to the relevant Staff:
  - a) all relevant information about the change, including the nature of the change;
  - b) information about what AIMS reasonably believes will be the effects of the change on Staff;
  - c) information about any other matters that AIMS reasonably believes are likely to affect the Staff; and
- iii. invite the relevant Staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**78.3.3** However, AIMS is not required to disclose confidential or commercially sensitive information to the relevant Staff.

**78.3.4** AIMS must give prompt and genuine consideration to matters raised about the change by the relevant Staff.

**78.3.5** In this term "**relevant Staff or Staff Member**" means the Staff Members who may be affected by a change referred to in clause 78.3.

## 79. STAFF REPRESENTATION

- 79.1 AIMS will respect and facilitate Staff Members' freedom of association and right to be represented by a Recognised Representative on employment issues in accordance with the [Fair Work Act 2009 \(Cth\)](#).

# PART K – DIVERSITY, DIGNITY AT WORK AND RESOLVING WORKPLACE DIFFERENCES

## 80. WORKPLACE DIVERSITY

- 80.1 AIMS and its Staff recognise that diversity (which includes differences in expertise, background, working style, preferences, beliefs, learning style, perspectives, cultures and interests) increases innovation, learning and productivity and so commit to value and respect individual differences.
- 80.2 As part of its commitment to workplace diversity, AIMS:
- i. encourages 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; and
  - ii. encourages all Staff to contribute their strengths and realise their full potential.

## 81. DIGNITY AT WORK

- 81.1 AIMS and its Staff recognise that all persons at the workplace are entitled to be treated with dignity and respect. Accordingly, the parties commit to eliminating any and all forms (including direct and indirect) of workplace bullying, discrimination, sexual harassment and vilification.
- 81.2 To eliminate workplace bullying, discrimination, sexual harassment and vilification, AIMS will establish and maintain, and Staff agree to abide by:
- i. a Code of Conduct; and
  - ii. a Workplace Bullying, Discrimination, Harassment and Vilification Policy and Procedure.
- 81.3 As part of the Bullying, Discrimination, Harassment and Vilification Policy and Procedure AIMS will appoint a number of Contact Officers, and will:
- i. support these Staff with ongoing training and refreshers;
  - ii. allow reasonable time during Ordinary Hours of Duty to undertake this role;
  - iii. provide formal recognition (if desired) in their APA as covered in the Corporate Citizen Activities in the APA Guidelines;

- iv. support assistance from Recognised Representatives in their workplace to carry out their role; and
- v. support Recognised Representatives involvement if agreed by the Staff Members involved.

81.4 Nothing in this clause affects:

- i. treatment exempted under Commonwealth anti-discrimination legislation;
- ii. payment of junior rates of pay;
- iii. the right to pursue matters in any state or federal jurisdiction, including through the Australian Human Rights Commission; or
- iv. any exemptions permitted by the [Fair Work Act 2009 \(Cth\)](#).

81.5 Definition

In this clause discrimination includes unjust or prejudicial treatment of another person 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.

**Reference:** AIMS' Workplace Bullying, Discrimination, Harassment and Vilification Policy and Procedure

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

82.1 If a dispute relates to:

- i. a matter arising under this Agreement; or
- ii. the [National Employment Standards](#);

this term sets out procedures to settle the dispute.

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

82.3 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.

82.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to [Fair Work Commission](#).

82.5 The [Fair Work Commission](#) may deal with the dispute in two (2) stages:

- i. the [Fair Work Commission](#) will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- ii. if the [Fair Work Commission](#) is unable to resolve the dispute at the first stage, the [Fair Work Commission](#) may then:



- a) arbitrate the dispute; and
  - b) make a determination that is binding on the parties.
- 82.6 If [Fair Work Commission](#) arbitrates the dispute, it may also use the powers that are available to it under the [Fair Work Act 2009 \(Cth\)](#).
- 82.7 A decision that [Fair Work Commission](#) makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the [Fair Work Act 2009 \(Cth\)](#). Therefore, an appeal may be made against the decision.
- 82.8 While the parties are trying to resolve the dispute using the procedures in this term:
  - i. the Staff Member must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - ii. the Staff Member must comply with a direction given by AIMS to perform other available work at the same workplace, or at another workplace, unless:
    - a) the work is not safe; or
    - b) applicable occupational health and safety legislation would not permit the work to be performed; or
    - c) the work is not appropriate for the employee to perform; or
    - d) there are other reasonable grounds for the Staff Member to refuse to comply with the direction.
- 82.9 The parties to the dispute agree to be bound by a decision made by the [Fair Work Commission](#) in accordance with this term.

## PART L - APPRENTICES AND TRAINEES

### 83. GENERAL CONDITIONS

- 83.1 **Definitions:** In this Part the following terms have the following meanings:

Apprentice - Apprentices are trained in a skilled trade (e.g. electrical, plumbing, cabinet-making, automotive) and, upon successful completion, become a qualified tradesperson.

Trainee - Trainees are trained in vocational areas (e.g. business administration, information technology, tourism) and, upon successful completion, receive a qualification in their chosen vocational area. Traineeships generally take between 12 months and 3 years to complete.

Training Contract – Is an agreement used to register an apprenticeship or traineeship for the term of the apprenticeship or traineeship (nominal term). The training contract has a start date and a nominal end date.

Training Plan - Outlines the training to be delivered to the apprentice or trainee, by the employer and/or the training organisation and includes planned assessment arrangements

- 83.2 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Agreement apply to apprentices and trainees.
- 83.3 Where an apprentice is required to attend block release training, outside their town of employment, for training identified in or associated with their training contract AIMS will pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training, provided that this clause will not apply where the apprentice or trainee could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between AIMS and the apprentice.
- 83.4 The reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs and meals.
- 83.5 The amount payable by AIMS for reasonable travel costs may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or AIMS has advised them in writing of the availability of such assistance.
- 83.6 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in AIMS library) for the apprenticeship or traineeship, which are paid by an apprentice or trainee, shall be reimbursed by AIMS within six months of the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 83.7 AIMS may meet their obligations to pay for prescribed courses and/or text books in the above clause by paying the training provider directly.
- 83.8 An apprentice or trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 83.9 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.
- 83.10 No apprentice or trainee will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at training consistent with their training contract.
- 83.11 Apprentices and trainees younger than 18 are not required to perform shift work or overtime unless they wish to do so
- 83.12 An AIMS apprentice or trainee is obliged to work in accordance with their training plan. The apprentice or trainee shall be deemed to be at work when attending required

training. Failure to achieve the training or work objectives within the required timeframes may result in termination of the apprenticeship or traineeship.

## 84. APPRENTICE AND TRAINEE WAGES

- 84.1 Where an apprentice or trainee qualifies by reason of trade experience or education for a credit reducing the apprentice's or trainee's term, the period of that credit shall count in the determination of the appropriate remuneration level.
- 84.2 A person employed by AIMS under this Agreement immediately prior to entering into an apprentice or trainee agreement as an adult will not suffer a reduction in their minimum wage by virtue of entering into the agreement, provided that the person has been an employee for at least twelve months immediately prior to commencing the apprenticeship or traineeship.
- 84.3 To remove doubt, Cl. 2.3.3 of Schedule 2 does not apply to apprentices and Cl. 2.3.4 of Schedule 2 does not apply to apprentices and trainees.

### APPRENTICES

- 84.4 The commencing salary of an apprentice shall be the appropriate annual rate of salary determined from the following table, according to the percentage of the relevant AQF (Australian Qualifications Framework) competencies achieved as assessed by the apprenticeship authority prior to starting the AIMS apprenticeship, or age of the apprentice, whichever provides the higher salary rate:

Description	% of AIMS Work Classification Standard rate
Under 18 or 1st year of service	50% of AOF 2.5
At 18 or with 25% of Qualification Competencies Achieved	62.5% of AOF 2.5
At 19 or with 50% of Qualification Competencies Achieved	75% of AOF 2.5
At 20 or with 75% of Qualification Competencies Achieved	90% of AOF 2.5
At least 21 years of age	100% of AOF2.6
At least 21 years of age with 25% of Qualification Competencies Achieved	100% of AOF2.7
At least 21 years of age with 50% of Qualification Competencies Achieved	100% of AOF2.8
At least 21 years of age with 75% of Qualification Competencies Achieved	100% of AOF2.9

- 84.5 An apprentice will progress to the next wage rate, in the above table, after a minimum of one (1) year of satisfactory service and achievement of the relative AQF competencies in accordance with the apprentice's training plan registered with the apprenticeship authority.

## TRAINEES

- 84.6 The commencing salary of a trainee, who has attained the age of twenty-one (21) years of age shall be the appropriate annual rate of salary determined from the following table, according to the relevant AQF competency level. Trainees, who are less than twenty-one (21) years of age shall be paid a percentage of the adult trainee rate of pay in accordance with the table included in Schedule 2 Clause 2.3.3 Remuneration of Juniors.

% of AIMS Work Classification Standard rate			
Length of Service	AQF Qualification Level		
	Certificate II	Certificate III	Certificate IV
1st Year of Service	90% of AOF 1.1	90% of AOF 2.1	90% of AOF 2.5
2st Year of Service	95% of AOF 1.1	95% of AOF 2.1	95% of AOF 2.5

- 84.7 A Trainee is eligible for wage progression, after a minimum of one (1) year of satisfactory service and achieving the relative AQF competencies in accordance with the trainee's training plan registered with the apprenticeship authority. A trainee who has attained the age of twenty-one (21) will progress to the next wage rate, in the above table. Trainees, who are less than twenty-one (21) years of age shall be paid a percentage of the relevant trainee rate of pay in the above table, in accordance with the table included in Schedule 2 Clause 2.3.3 Remuneration of Juniors.

## PART M – ACCEPTANCE OF AGREEMENT AND SIGNATORIES

### 85. SIGNATURES

This Agreement is made and approved pursuant to Part 2-4 of the Fair Work Act 2009 (Cth). It is an enterprise agreement between AIMS and its Staff whose employment is subject to this Agreement.

#### Employer

Signed for, and on behalf of, AIMS

Name: Chief Executive Officer Dr Paul Hardisty

Signed: 

Address: PMB No 3, Townsville MC Q 4810

#### Bargaining Representative: Community and Public Sector Union

Name: BETH VINCENT-PIETSCH

Signed: 

Address: 40 BRISBANE AVE, BARTON, ACT 2600

#### Bargaining Representative: Staff

Name: Ben Fusco

Signed: 

Address: PMB No 3, Townsville MC Q 4810

## SCHEDULES

### SCHEDULE 1 – FUNCTION-BASED WORK CLASSIFICATION STANDARDS

#### AIMS Classification System

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 that 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 20)

### 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:

$$\text{Full Time Employees: } F'NightPay = \frac{\text{Annual Salary} \times 12}{313}$$

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

- 2.1.2 Salary pay points are in Table I.
- 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 56.

### 2.2 MINIMUM SALARIES FOR QUALIFICATIONS

- 2.2.1 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

- 2.2.2 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.

### 2.3 OTHER RATES OF PAY

- 2.3.1 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](http://www.aqf.edu.au)).



2.3.2 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.

2.3.3 Remuneration of Juniors: Staff appointed on the base salary for level 2, who are less than twenty-one (21) years of age, shall be paid a percentage of the adult rate of pay as follows:

Under 18 years	60%
18 years	70%
19 years	81%
20 years	91%

2.3.4 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.

## 2.4 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.

## 2.5 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.

## 2.6 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**

<b>AOF Level</b>	<b>On commencement of the Agreement 2%</b>	<b>12 months after commencement of the Agreement 2%</b>	<b>24 months after commencement of the Agreement 2%</b>
<b>AOF1.1</b>	47,790	48,746	49,721
<b>AOF1.2</b>	48,662	49,635	50,628
<b>AOF1.3</b>	49,522	50,512	51,523
<b>SP</b>	52,989	54,049	55,130
<b>AOF2.1</b>	51,261	52,286	53,332
<b>AOF2.2</b>	52,706	53,761	54,836
<b>AOF2.3</b>	54,146	55,229	56,333
<b>AOF2.4</b>	55,582	56,693	57,827
<b>AOF2.5</b>	57,026	58,167	59,330
<b>AOF2.6</b>	58,465	59,635	60,827
<b>AOF2.7</b>	59,905	61,103	62,325
<b>AOF2.8</b>	61,344	62,571	63,822
<b>AOF2.9</b>	62,783	64,039	65,319
<b>SP</b>	67,179	68,523	69,893
<b>AOF3.1</b>	66,089	67,411	68,759
<b>AOF3.2</b>	68,182	69,546	70,936
<b>AOF3.3</b>	70,282	71,688	73,121
<b>AOF3.4</b>	72,377	73,825	75,301
<b>AOF3.5</b>	74,468	75,958	77,477
<b>SP</b>	79,682	81,276	82,902
<b>AOF3.6</b>	76,569	78,101	79,663
<b>AOF3.7</b>	78,663	80,237	81,841
<b>AOF3.8</b>	80,760	82,375	84,022
<b>AOF3.9</b>	82,853	84,510	86,200
<b>SP</b>	88,652	90,425	92,234
<b>AOF4.1</b>	84,285	85,970	87,690
<b>AOF4.2</b>	87,189	88,932	90,711
<b>AOF4.3</b>	90,102	91,904	93,742
<b>AOF4.4</b>	93,007	94,867	96,764
<b>AOF4.5</b>	95,915	97,833	99,790
<b>SP</b>	102,628	104,681	106,775
<b>AOF5.1</b>	105,706	107,820	109,976

<b>AOF5.2</b>	113,691	115,965	118,284
<b>AOF5.3</b>	115,882	118,200	120,564
<b>SP</b>	123,993	126,473	129,003
<b>AOF6.1</b>	122,110	124,553	127,044
<b>AOF6.2</b>	131,040	133,661	136,334
<b>AOF6.3</b>	137,599	140,351	143,158
<b>SP</b>	147,230	150,174	153,178
<b>AOF7.1</b>	139,866	142,664	145,517
<b>AOF7.2</b>	144,220	147,104	150,046
<b>AOF7.3</b>	148,093	151,055	154,076
<b>AOF7.4</b>	152,206	155,251	158,356
<b>AOF7.5</b>	156,329	159,456	162,645
<b>SP</b>	167,272	170,617	174,030
<b>AOF8.1</b>	163,780	167,056	170,397
<b>AOF8.2</b>	178,354	181,921	185,560
<b>SP</b>	190,839	194,656	198,549

**TABLE 2 – SALARY RELATED ALLOWANCES**

The following allowances have been increased in line with pay rate increases.

<b>Description</b>	<b>Frequency</b>	<b>Clause</b>	<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
Diving	per day	28	35.20	35.90	36.60
Dive Supervisor	Per day	28.2	35.20	35.90	36.60
FDA AOF level 1-4	per day	31	236.60	241.30	246.10
FDA AOF level 5-8	per day	31	117.30	119.60	122.00
Exceptional Circumstances	Per night	32	500.00	510	520.20
OH&S	per fortnight	35	18.40	18.80	19.20
Close Call per night (12 hours)	per instance	35	32.60	33.30	34.00
Close Call from 16.40 to 07.15 hours	per instance	35	40.30	41.10	41.90
Close Call for a day & night (24 hours)	per instance	35	64.80	66.10	67.40
On Call Duty per night (12 hours)	per instance	35	20.40	20.80	21.20

On Call Duty from 16.40 to 07.15 hours	per instance	35	24.50	25.00	25.50
On Call Duty for a day & night (24 hours)	per instance	35	40.30	41.10	41.90
Sea Sim Call Duty	per instance	36	102.00	104.00	106.10

**Note:** Allowances do not form part of salary for Superannuation purposes with the exception of ERA arrangements in place for in excess of twelve (12) months.

### TABLE 3 – EXPENSE RELATED ALLOWANCES

All allowances described in Table 3 will increase twelve (12) months and twenty-four (24) months after commencement of the agreement, in accordance with the All Groups CPI as determined over the twelve months to the December quarter.

Description	Frequency	Clause	Current \$
Domestic Travel	per 24 hours	37	24
Overseas Travel	per 24 hours	37	34
Personal vehicle	per return trip	76	37
Meal	per instance	33	27
WA Car parking	per year	44	112

## **SCHEDULE 3 – FIELD DUTIES ALLOWANCE (REFER: CLAUSE 31)**

### **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 eleven (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 10).
- 3.1.4 Overtime will be payable, subject to approval by the Cruise Leader/Authorised Person and in exceptional circumstances.
- 3.1.5 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 CONDITIONS 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:
  - i. Majority of working day in the field;
  - ii. Arduous living or work conditions;
  - iii. Work irregular hours and be on call; and
  - iv. AIMS fitness for work provisions apply for the duration of the period.
- 3.2.2 FDA does not cover:
  - i. Staff attending seminars, meetings, workshops and conferences;
  - ii. Staff working or staying onsite at a land-based AIMS' facility with equivalent standards to domestic dwellings; or
  - iii. 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 Duty conditions, based on 12 midnight. By way of example:

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

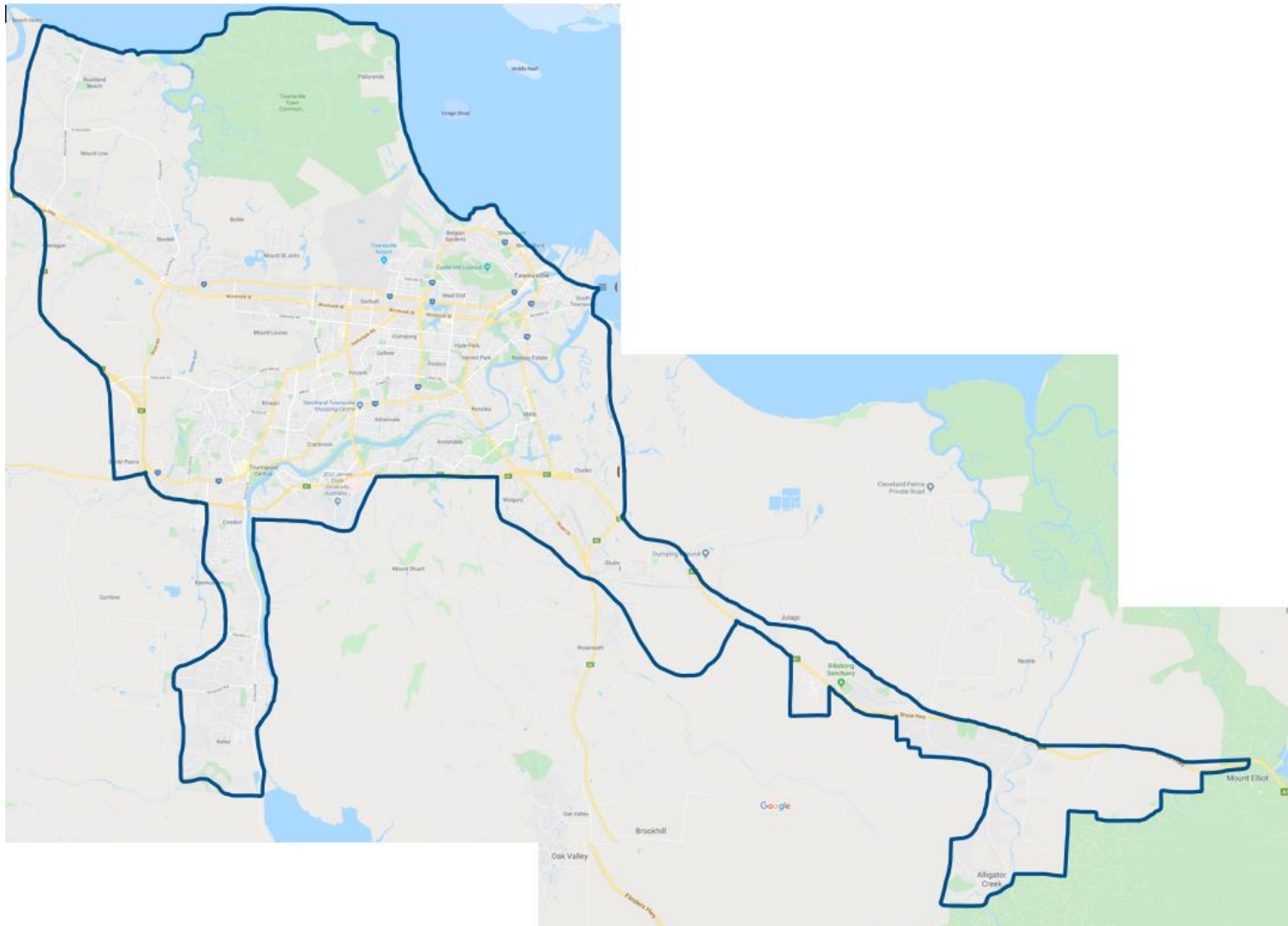
### **3.4 CONTINUITY OF FIELD DUTY**

- 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 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 – TOWNSVILLE PICKUP BOUNDARY (REFER: CLAUSE 76)



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## FAIR WORK COMMISSION

### Re: AIMS Enterprise Agreement 2020–2023 (AG2020/703) -

#### **Written undertakings under section 190 and section 212 of the *Fair Work Act 2009***

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The Australian Institute of Marine Science hereby undertakes the following in relation to the *AIMS Enterprise Agreement 2020–2023* (the Agreement):

#### **1. Shift Worker**

The Definition of Shift Worker in Cl.4.2 of the Agreement is amended by adding the following underlined words:

**‘Shift Worker** for the purposes of the National Employment Standards 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.’

#### **2. Annual Leave** (expressed as days rather than as weeks)

Clause 45 of the Agreement provides: ‘Staff Members (other than Casual Employees) will accrue twenty-five (25) working days paid Annual Leave for each year of service.’ To remove doubt, this clause is intended to provide for greater than 4 weeks of paid annual leave in accordance with the National Employment Standards.

#### **3. NES precedence**

Clause 4.2 of the Agreement is substituted with the following: ‘This Agreement is to be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.’

#### **4. Casual Employees – loadings**

Clause 22.2 of the Agreement specifies loadings in four sub-sub-clauses. The loadings are varied as follows:

- Cl 22.2 (i) – from 20% loading to 25% loading;
- Cl 22.2 (ii) – from 50% loading to 75% loading;
- Cl 22.2 (iii) – from 100% loading to 125% loading; and
- Cl 22.2 (iv) – from 150% loading to 175% loading.

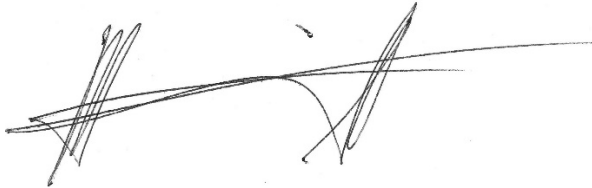
#### **5. Overtime**

Clause 23.4.2 of the Agreement provides:

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

<b>Overtime worked</b>	<b>Rate of Payment</b>
Monday to Friday (in excess of 36.75 hours)	Time and a half for the first three hours and then double time.

Signed for and on behalf of the AIMS, (the employer)

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract representation of a name.

*Signature*

Chief Executive Officer

Australian Institute of Marine Science

03 April 2020