



Australian Government



**AUSTRALIAN INSTITUTE
OF MARINE SCIENCE**

AIMS ENTERPRISE AGREEMENT 2016 – 2019

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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 2016 – 2019.

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**', '**reference**' or '**notes**' 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 the notation "**NB**" is used. This notation and the material included in the notation do not form part of the Agreement and may be used for aiding interpretation.
- (n) 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 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.

4.3 Definitions

The following interpretations and/or definitions will apply:

"Agreement" means the Australian Institute of Marine Science Enterprise Agreement 2016 – 2019 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.

"APA" means the Annual Performance Agreement.

“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 36.6.

“Commonwealth” means the Commonwealth of Australia.

“Council” means the AIMS’ Council as defined under the [AIMS Act 1972 \(Cth\)](#).

“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 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 74.

“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 on a pro rata basis, equivalent pay and conditions to those of full-time Staff of equivalent pay level.

“Public Holiday” has the meaning given in clause 51.

“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 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 L 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, 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 75.
- 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 describe in generic terms the standard of work required at each level and which the parties agree are needed in order to make the standards practical. The details applicable to each AOF level are provided in the AIMS' Work Classification Standards.
- 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 60 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

II. 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 44.

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 his or her 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 for service for all purposes. 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, Paternity or Personal/Carer's Leave. Staff Part-Time positions may be between six (6) and eight (8) days inclusive each fortnight where it is beneficial to all parties (see also clause 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.

14.6 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 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 45.
- 14.8.3 Annual Leave accrues progressively on a pro rata basis of the full-time equivalent entitlement in accordance with clause 44.
- 14.8.4 Overtime will be payable to a Staff Member for duty directed to be performed outside the Ordinary Hours specified for that Staff Member (whether full-time or part-time).
- 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 79 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 38 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 45 Personal/Carers Leave

- 22.4 Casual Employees are not entitled to the following:
- i. paid leave, except Long Service Leave;
 - ii. paid Public Holidays on which the employee is not rostered to work and
 - iii. 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 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 at all levels 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

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 ³ / ₄	AS x 6 ÷ 313 ÷ 36.75 x No. of hours overtime worked
T1/2 @ 36 ³ / ₄ hours	AS x 6 ÷ 313 ÷ 36.75 x 1.5 x No. of hours overtime worked
DT @ 36 ³ / ₄ hours	AS x 6 ÷ 313 ÷ 36.75 x 2 x No. of hours overtime worked
DT 1/2 @ 36 ³ / ₄ 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 34.3 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 34.3, 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 34.3 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 The Public Sector Superannuation accumulation plan (PSSap) and UniSuper Accumulation Option 1 shall be the default funds for eligible Staff who do not choose an alternative superannuation fund. Where no selection has been made between PSSap and UniSuper Option 1 by the Staff Member within a reasonable time after being fully informed, the PSSap will be the fund allocated to the Staff Member. AIMS will ensure that all Staff are

fully informed about superannuation arrangements immediately on commencement or recommencement of employment.

- 25.2 AIMS will provide an employer superannuation contribution of 15.4% (or any authorised government change) to any of the following:
- i. Public Sector Superannuation Accumulation Plan;
 - ii. UniSuper – Accumulation Option I;
 - iii. Sunsuper;
 - iv. Australian Super; or
 - v. Australian Ethical.
- 25.3 Defined benefits will be provided to the Commonwealth Superannuation Corporation and UniSuper as determined by the fund.
- 25.4 AIMS will provide an employer superannuation contribution of 9.5% (the legislated minimum at the date of this Agreement) to other nominated superannuation funds.
- 25.5 Staff who choose to nominate another superannuation fund under Choice provisions (other than the funds identified in clause 25.2 are subject to approval at AIMS' discretion. In exercising its discretion AIMS will take into account the following factors:
- i. the number of Staff likely to use the superannuation fund (preference is given to funds with expected larger coverage);
 - ii. the requirement to be a complying superannuation fund and registered with the Australian Prudential Regulation Authority (APRA);
 - iii. whether or not the fund can make satisfactory arrangements to accept payments from AIMS and for the transfer of information between AIMS' Payroll Department and the fund;
 - iv. whether or not the fund is able to accept contributions fortnightly via electronic funds transfer and not impose a minimum contribution likely to cause administrative difficulty for AIMS; and
 - v. any other relevant factors.
- 25.6 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 34.

- 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. MEAL ALLOWANCE

- 32.1 A meal allowance in accordance with Schedule 2 Table 2 shall be paid to a Staff Member who:
- 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;
 - 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;
 - 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
 - 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.

- 32.2 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 2.

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

33. OCCUPATIONAL HEALTH AND SAFETY ALLOWANCES

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

34. CALL DUTY ALLOWANCES

34.1 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.

34.2 Close Call Duty

34.2.1 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.

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

34.3 On Call Duty

34.3.1 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.

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

34.4 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 34, 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).

34.5 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	3 hours

34.6 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 34.1 and a register maintained (in the relevant work area) for verification, audit and quality improvement processes.

34.7 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

35. SEA SIM STAFF – CALL DUTY ARRANGEMENT

35.1 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.

35.2 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.

35.3 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.

35.4 General

If Staff are required or requested for duty under this clause, clause 34 – 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.

36. BUSINESS TRAVEL – ARRANGEMENTS AND EXPENSES

36.1 General

- 36.1.1 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.
- 36.1.2 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.
- 36.1.3 Further details are outlined in AIMS' Credit Card and Travel Policies and Procedure as administered by AIMS' Finance Section.

36.2 Domestic Travel

- 36.2.1 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.
- 36.2.2 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 2.

36.3 Overseas Travel

- 36.3.1 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.
- 36.3.2 Overseas travel expenses are to be accounted for as detailed in the AIMS' Credit Card Procedure.
- 36.3.3 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 2.

36.4 Class of Travel

- 36.4.1 The normal class for domestic air travel is economy class for Staff below AOF level 8 or business class for Staff Members at AOF level 8, unless the CEO or Chief Operating Officer 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.

36.5 Travel for Close Relatives Visiting Sick Staff Members

- 36.5.1 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.
- 36.5.2 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.

36.6 Definition of Close Relative

For the purposes of clause 36.5, 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.

37. APPOINTMENT RELOCATION EXPENSES

37.1 Appointments – New

- 37.1.1 A new appointee may be offered assistance with national and international relocation upon an offer of employment.
- 37.1.2 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.
- 37.1.3 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.
- 37.1.4 In the case of currency conversion, reimbursement will be based on the rate of conversion applicable at the date the expense was incurred.
- 37.1.5 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.
- 37.1.6 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.
- 37.1.7 For the purpose of this clause 37 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.

37.1.8 Under the provisions of this clause 37:

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

38. TRANSFER ALLOWANCES AND EXPENSES

38.1 General

The following shall apply to the provisions of this clause:

- 38.1.1 A Staff Member transferred from one locality to another because of misconduct shall pay the entire costs of transfer unless otherwise determined by the CEO.
- 38.1.2 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.

- 38.1.3 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).
- 38.1.4 Under the provisions of this clause 37, 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.
- 38.1.5 A transfer within the same city or town area does not attract an entitlement under this clause.
- 38.1.6 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.
- 38.2 Approved or Requested Transfers (**Reference:** clause 17)
- 38.2.1 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 37) 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.
- 38.3 Forced Transfers (**Reference:** clause 17)
- In conjunction with the relocation provisions in clause 37, the following provisions apply to Forced Transfers and associated expenses:
- 38.3.1 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.

38.3.2 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 his dependants if they accompany him/her 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 38.3.2, 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).

38.4 Forced Transfers – Sale and Purchase of Residential Dwellings

38.4.1 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.

38.4.2 The Forced Transfer allowance referred to in clause 38.4.1 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.
- 38.4.3 AIMS will not pay any of the following in respect of the Forced Transfer allowance referred to in clause 38.4.1:
- 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).
- 38.4.4 The requirements in order for a Staff Member to be entitled to receive the Forced Transfer allowance referred to in clause 38.4.1 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.
- 38.4.5 Unless the CEO is satisfied that the circumstances warrant otherwise, a claim for the Forced Transfer allowance referred to in clause 38.4.1 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.
- 38.4.6 Any entitlement under this clause 38.4 will lapse upon cessation of employment with AIMS.

39. STAFF TRANSFER – DEPENDENT EDUCATION COSTS – ALLOWANCE

- 39.1 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).
- 39.2 This provision will only apply for transfers occurring after commencement of the school year in the originating location of the Staff Member.

- 39.3 Where there are other additional costs, these should be documented for consideration of the Authorised Person.

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

40.1 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.

40.2 Staff Member's Own Means of Transport Allowance

- 40.2.1 Where a Staff Member uses their own motor vehicle (truck, car or motorcycle) for official purposes (other than commuting – see clause 73) or a Staff Member's vehicle is used for official purposes, then an allowance in accordance with the table below is payable.

Staff Member's own Means of Transport Allowance

Engine Capacity (non-rotary engine)	Engine capacity (rotary engine)	Rate of Allowance per kilometre
More than 3,000 cubic centimetres	More than 1,500 cubic centimetres	59.8 cents <small>Value to increase in accordance with All Groups December quarterly CPI</small>
More than 2,000 cubic centimetres but not more than 3,000 cubic centimetres	More than 1,000 cubic centimetres but not more than 1,500 centimetres	57.2 cents <small>Value to increase in accordance with All Groups December quarterly CPI</small>
More than 1,600 cubic centimetres but nor more than 2,000 cubic	More than 800 cubic centimetres but not more than 1,000 cubic	55.4 cents <small>Value to increase in accordance with All Groups December quarterly CPI</small>

centimetres	centimetres	
1,600 cubic centimetres or less	800 cubic centimetres or less	48.9 cents Value to increase in accordance with All Groups December quarterly CPI

- 40.2.2 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.
- 40.2.3 There will be no entitlement under clause 40.2.1 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.
- 40.2.4 Where the Staff Member is required in addition to using their own vehicle transport other Staff, AIMS' equipment/goods etc (not exceeding 100 kg) or attach a trailer, then the above category rate of allowance will be increased by 0.63 cents per kilometre.
- 40.2.5 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.
- 40.2.6 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:
- current driver's licence;
 - comprehensive insurance policy; and
 - current vehicle registration.
- 40.2.7 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.
- 40.3 Driving Duties Allowance
- 40.3.1 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 40.3.3 below in the course of their duties, they may be eligible to be paid a Driving Duties Allowance.
- 40.3.2 The Driving Duties Allowance shall be determined by the Authorised Person.
- 40.3.3 The types of vehicles that qualify for the Driving Duties Allowance include:
- 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.

41. LOSS OR DAMAGE TO PERSONAL CLOTHING OR EFFECTS

- 41.1. 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

42. REMOVAL EXPENSES AND FARES ON RETIREMENT OR DEATH

- 42.1 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.

- 42.2 For the purposes of clause 42.1, 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.

43. CAR PARKING – AIMS WESTERN AUSTRALIA

- 43.1 General Provisions

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

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

- 43.2 Option 1:
Individual car parking permit, current cost for a red permit is \$482.00 per annum.
AIMS will reimburse the Staff Member to a maximum of \$110.00 per annum.
- 43.3 Option 2:
Car pool, current cost for a car parking permit is \$362.00 per annum.
AIMS will reimburse the Staff Member to a maximum of \$110.00 per annum to the maximum of the cost of the permit.
- 43.4 The reimbursement will be non-taxed.

PART E – LEAVE

44. ANNUAL LEAVE

- 44.1 Accrual and Entitlement
- 44.1.1 Staff Members (other than Casual Employees) will accrue twenty-five (25) working days paid Annual Leave per annum. 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 from year to year.
- 44.1.2 Each period of service which has different weekly hours, is calculated separately (e.g. full-time and part-time service). If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available. Part-time service credits are calculated on pro-rata basis of the full-time annual credit entitlement.
- 44.1.3 Leave without pay does not accrue Annual Leave.
- 44.2 Leave Usage
- 44.2.1 Taking leave is an important component of Staff health and wellbeing. To ensure staff take leave the following apply:
- AIMS encourages Staff to monitor and use their Annual Leave;
 - 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;
 - 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;
 - 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 1st 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.

44.3 General Provisions

- 44.3.1 Annual Leave counts as service for all purposes.
- 44.3.2 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.
- 44.3.3 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.
- 44.3.4 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.

44.4 Cashing Out of Annual Leave

- 44.4.1 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.
- 44.4.2 Each cashing out of a particular amount of Annual Leave must be by separate agreement in writing between AIMS and the Staff Member.
- 44.4.3 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.

- 44.4.4 A Staff Member may apply to cash out more leave than in clause 44.4.1 above, however such may be refused at the discretion of AIMS' Management/Authorised Person.
- 44.5 Annual Leave – Payments on the Death of a Staff Member
- 44.5.1 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.
- 44.6 Annual Leave in Remote Localities
- 44.6.1 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 44.1 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.
- 44.6.2 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 44.1 may be increased to a period not exceeding six (6) weeks.
- 44.6.3 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.
- 44.6.4 Notwithstanding anything contained in clause 44, Staff Members stationed in the localities referred to in clause 44.6.2 may be allowed to accumulate credits for leave of absence for Annual Leave for three consecutive years.

45. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE

- 45.1 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](#)).
- 45.2 Staff Members who have exhausted all Personal/Carer's Leave credits are entitled to up to two (2) days unpaid Personal/Carer's Leave per occasion:
 - i. to care for 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.
- 45.3 Personal/ Carer's Leave Credits and Accrual
 - 45.3.1 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.
 - 45.3.2 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.
 - 45.3.3 Staff will be able to access Personal/Carer's Leave as they accrue it.
- 45.4 Personal/Carer's Leave – General Conditions
 - 45.4.1 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.
 - 45.4.2 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.
 - 45.4.3 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.
 - 45.4.4 Personal/Carer's Leave cannot be converted to salary and cashed out on cessation or termination of employment.
 - 45.4.5 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.

- 45.4.6 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 46.5.
- 45.4.7 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.
- 45.4.8 Unless otherwise indicated, absence on Personal/Carer's Leave will count as service for all purposes, unless otherwise required by legislation.
- 45.4.9 A deduction of Personal/Carer's Leave is not made for absence on a Staff Member's rostered days off and/or Public Holidays.
- 45.4.10 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.
- 45.4.11 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.
- 45.4.12 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.
- 45.4.13 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.
- 45.4.14 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 52 Recognition of Prior Service

- 45.4.15 Absences due to a Staff Member being affected by personal circumstances, as listed in clause 45.1 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.

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

45.5 Compassionate Leave

- 45.5.1 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 his or her life; or
 - b. sustains a personal injury that poses a serious threat to his or her life; or
 - c. on the death of an Immediate Family member or member of the Staff Member's household.

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

- 45.5.3 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.

- 45.5.4 For Casual Employees, Compassionate Leave is unpaid leave.

- 45.5.5 Unless otherwise indicated, absence on Compassionate Leave will count as service for all purposes, unless otherwise required by legislation.

45.6 Notice Requirements – Personal/Carer's Leave and Compassionate Leave

- 45.6.1 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.

- 45.6.2 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

- 45.6.3 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.

- 45.6.4 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.

46. FAMILY LEAVE

46.1 Parental Leave (Unpaid)

- 46.1.1 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.
- 46.1.2 The CEO shall determine whether unpaid Parental Leave counts as service.

46.2 Maternity Leave (Paid and Unpaid)

- 46.2.1 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 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.
- 46.2.2 Half Pay Option - The payment of paid maternity leave may be spread over a period of up to twenty-eight (28) weeks at a rate of half normal salary. Any paid leave beyond the first fourteen (14) weeks does not count as service for any purpose. This administrative arrangement does not extend the total period of paid or unpaid Maternity Leave available under the [Maternity Leave \(Commonwealth Employees\) Act 1973 \(Cth\)](#).
- 46.2.3 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.

46.3 Adoption / Guardian Leave

- 46.3.1 Adoptive/Guardian parents may access leave on the same terms as available under the Maternity Leave provisions at clause 46.2 and Paternity Leave provisions at clause 46.4.
- 46.3.2 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.

46.4 Paternity Leave (Paid)

46.4.1 On completion of twelve (12) months service, a Staff Member may apply for up to a maximum of four (4) weeks paid **Paternity Leave** on:

- 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.

46.4.2 Paternity Leave cannot be taken at half pay.

46.5 Primary Carers Leave (Unpaid)

46.5.1 A Staff Member may request additional Primary Carers Leave following Parental, Maternity or Paternity Leave.

46.5.2 Where a Staff Member has used all of their Maternity or Paternity 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.

46.5.3 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.

46.5.4 Staff Members requesting additional leave under this clause are to provide at least three (3) months' notice of their request.

46.5.5 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.

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

46.5.7 Leave under this clause will not count as service.

47. COMMUNITY SERVICE LEAVE

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

47.1 Staff Called as Witness

47.1.1 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.

47.1.2 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.

47.1.3 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.

47.2 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.

47.3 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 49 Miscellaneous Leave (Paid and Unpaid)

48. DEFENCE LEAVE

48.1 General

A Staff Member may 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) or 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.

48.2 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.

- 48.3 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.
- 48.4 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.
- 48.5 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.

49. MISCELLANEOUS LEAVE (PAID AND UNPAID)

- 49.1 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.
- 49.2 The CEO may determine under clause 49.1 that only part of the period of leave is with pay.
- 49.3 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.
- 49.4 Illness Arising from War Service

- 49.4.1 Employees who suffer from a war-caused or Defence-caused medical condition may be entitled to war service sick leave.

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.

- 49.4.2 Leave of absence for the purpose of clause 49.4.1 in excess of two (2) weeks in any year of service shall be deducted from Personal/Carer's Leave credits.
- 49.4.3 Leave required by a returned soldier to appear before a War Pensions Appeal Tribunal shall be granted with pay under clause 49.1, 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.
- 49.4.4 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 such Personal/Carer's Leave, while not breaking continuity of employment, shall not count as service for any purpose.

50. LONG SERVICE LEAVE

- 50.1 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.
- 50.2 Periods of Long Service Leave cannot be broken with Annual Leave except as provided by the Maternity Leave Act, or unless otherwise provided for in legislation.

51. PUBLIC HOLIDAYS

- 51.1 The following days, or any days prescribed under the law of any State or Territory to be observed in lieu thereof in that State or Territory, shall be observed as holidays by AIMS Staff:
- 1 January - New Year's Day
 - 26 January - Australia Day
 - Easter (Good) Friday
 - Easter Saturday
 - Easter Monday
 - 25 April - Anzac Day
 - 25 December - Christmas Day
 - 26 December - Boxing Day
 - Queen's birthday, Labour Day or equivalent
- 51.2 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.

- 51.3 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.
- 51.4 In addition to the legislated public holidays set out in clause 51.1, Staff will observe an additional holiday each year on the ordinary working day following the Boxing Day public holiday or its substitute.

52. RECOGNITION OF PRIOR SERVICE

- 52.1 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 \(Cth\)](#).
- 52.2 Personal/Carer's Leave and Prior Service
- 52.2.1 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.
- 52.2.2 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.
- 52.2.3 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

53. ANNUAL PERFORMANCE AGREEMENT AND REWARDS

- 53.1 Satisfactory achievement of work objectives set in the Annual Performance Agreement (APA) is required in order to advance through Performance and Development Steps within an AOF level. The APA also provides information or evidence for performance and development steps, performance rewards and promotions.

- 53.2 Management and Staff agree to continue the use of the APA as a means of performance management and further agree that it is a requirement of employment at AIMS that all Staff (excluding temporary and casual employees) participate in the APA process.
- 53.3 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 APA guidelines.

54. CAREER MANAGEMENT – LEARNING AND DEVELOPMENT

54.1 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.

- 54.2 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.

- 54.3 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.

- 54.4 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

55. MERIT PROMOTION

- 55.1 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.

- 55.2 For the purposes of clause 55.1 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.

- 55.3 A Staff Member need not be on the maximum performance and development step of their existing AOF level to be promoted.
- 55.4 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.
- 55.5 The names of Staff who receive a Merit Promotion will be publicised within AIMS.

56. PERFORMANCE CASH REWARDS

- 56.1 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.
- 56.2 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.
- 56.3 Staff may be nominated for a Performance Cash Reward by colleagues, immediate supervisors or senior managers.
- 56.4 The maximum Performance Cash Reward payable to a Staff Member is \$5,000 per annum.
- 56.5 The Reward Review Committee will consider reward nominations, including the amount and distribution within teams, and make recommendations to the CEO.
- 56.6 A Performance Cash Reward can be converted to a non-cash reward subject to any fringe benefits tax being deducted in which case the Staff Member will then receive the net value.
- 56.7 The names of Staff who receive a Performance Cash Reward will be publicised within AIMS.

57. REWARD REVIEW PROGRAM

- 57.1 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.
- 57.2 AIMS will provide unsuccessful applicants with constructive feedback and advice.

Reference: AIMS' Reward Review Program Guidelines

58. SUPERIOR PERFORMANCE RATING

- 58.1 The Superior Performance Rating (SPR) reward category applies to Staff at a career plateau.
- 58.2 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.
- 58.3 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.
- 58.4 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.
- 58.5 The SPR applies only to Staff at a career plateau as defined in clause 58.6. A SPR rating is not a substitute for promotion.
- 58.6 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.
- 58.7 The overall distribution of SPR (and other rewards) will be compiled each year for Management review.
- 58.8 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.

59. PROFESSIONAL MEMBERSHIP FEES

- 59.1 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.
- 59.2 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.
- 59.3 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

60. EMPLOYEE ASSISTANCE PROGRAM

- 60.1 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

61. HEALTH AND WELLBEING

- 61.1 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

62. APPLICATION AND DEFINITION

- 62.1 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.

- 62.2 In this Part, Notice Period means the period between when a Redundancy Notice is given under clause 64 and the termination date notified in the Termination Notice under clause 65.

63. EXCESS STAFF

- 63.1 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.

64. REDUNDANCY NOTICE

- 64.1 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.
- 64.2 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 64.1, in respect of the Staff Member(s) being represented, as well as information about the number and levels of other Staff affected.
- 64.3 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.

- 64.4 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.

65. TERMINATION NOTICE

- 65.1 After no less than eight (8) weeks, but no longer than twelve (12) weeks, have elapsed since receipt of the Redundancy Notice under clause 64.1, 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.
- 65.2 If a Staff Member does not contest redundancy and agrees to a termination date earlier than that provided for under the provisions of clause 65.1, then the Staff Member in addition to the termination benefits provided at clause 65.1 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).

66. ELIGIBILITY FOR REDEPLOYMENT DURING THE NOTICE PERIOD

- 66.1 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.

67. TIME OFF DURING THE NOTICE PERIOD

- 67.1 During the Notice Period, a Staff Member will be entitled to reasonable time off with full pay to attend necessary employment interviews.
- 67.2 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.
- 67.3 Where AIMS so directs or the Staff Member so requests, the Staff Member shall be retired at any time after Termination Notice under clause 65.1 and the Staff Member shall thereupon be entitled to receive payment in lieu of salary for the unexpired portion of the period.

68. RETRENCHMENT BENEFITS

- 68.1 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.

- 68.2 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 \(NES\)](#).
- 68.3 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 64.1, salary for the purposes of calculating the lump sum payable will include the ERA.
- 68.4 Where a Staff Member regularly receives payment for FDA, shiftwork or overtime (i.e. in 50% or more of the pays received in the twelve (12) months preceding the giving of notice under clause 64.1), the average fortnightly payment during that period will be included for the purpose of calculating the lump sum payable.
- 68.5 Occupational Health and Safety Allowances will also be included in calculating the lump sum payable.

69. RETENTION

- 69.1 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 68.2.
 - 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](#)).
- 69.2 The retention periods specified in clause 69.1 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 63.1).
- 69.3 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 69.4 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 70 for the balance of the retention period applying to that Staff Member.

- 69.4 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).

70. INCOME MAINTENANCE

- 70.1 Income Maintenance payments are the amounts payable from time to time to maintain the level of salary being received at the date a Staff Member is notified that he or she is excess or at the date of an excess Staff Member's reduction in classification, or at the date an excess Staff Member is retired in accordance with clause 69.4.
- 70.2 The amounts to be paid by way of income maintenance shall be calculated as follows:
- 70.2.1 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.
- 70.2.2 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.
- 70.2.3 Where Staff accept redeployment within AIMS to a position of lower classification than their substantive classification level, payment will be at the rate necessary to bring their salary up to the salary received immediately before the date of redeployment.
- 70.2.4 AIMS may pay an amount to maintain the level of salary received by the Staff Member at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with clause 68 Retrenchment Benefits.
- 70.3 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 64.1; 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 64.1. The amount included will be the average fortnightly payment during the twelve (12) month period; and

iii. Occupational Health and Safety Allowance.

- 70.4 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.

71. MOVING HOUSEHOLD

- 71.1 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.

72. SICK LEAVE

- 72.1 The retention period specified in clause 69 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

73. COMMUTING ARRANGEMENTS AT CAPE FERGUSON SITE

- 73.1 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 73.2 and represented diagrammatically in Schedule 4. Staff Members who come under clause 73.4 may be required to provide their own transport to a designated pick up location within the Townsville pickup boundary.
- 73.2 For the purposes of this clause, "**Townsville pickup boundary**" is defined as the High Water Mark, Townsville (North), Pallarenda (North West), Bohle River, Shaw Road (West), Junction Ring Road and Hervey Range Road (West), Bohle River (Kelso Section) (West), Kelso Drive (South West), Southwood Road Stuart (South), Port Access Road (East), Bruce Highway Corridor (including Julago, Nome and Alligator Creek) (East).
- 73.3 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.
- 73.4 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 73 will apply to such Staff Member. New Staff Members who

- live outside the Townsville pickup boundary defined in clause 73.2 will also come under the provisions of clause 73.
- 73.5 Commuting arrangements may be accessed by negotiation on a case by case basis, by those Staff Member/s affected by this clause.
- 73.6 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 2, subject to approval by the Staff Member's Immediate Supervisor/Authorised Person.
- 73.7 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 in accordance with Schedule 2 Table 2, subject to approval by the Staff Member's Immediate Supervisor/Authorised Person.
- 73.8 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.
- 73.9 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.
- 73.10 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.
- 73.11 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

74. JOINT CONSULTATIVE COMMITTEE

- 74.1 AIMS will maintain a Joint Consultative Committee (JCC) comprised of an equal number from AIMS' senior management and Recognised Representatives.
- 74.2 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.

75. CONSULTATION PROCEDURE - MAJOR CHANGE OR CHANGE TO WORK HOURS

75.1 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.

75.2 Major Change

For a major change referred to in clause 75.1(i):

- i. AIMS must notify the relevant Staff of the decision to introduce the major change; and
- ii. clauses 75.2.1 to 75.2.6 apply.

75.2.1 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.

75.2.2 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.

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

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

75.2.5 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 75.2(i), 75.2.1 and 7.2.2 are taken not to apply.

75.2.6 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.

75.3 Change to regular roster or ordinary hours of work

For a change referred to in clause 75.1 (ii):

- i. AIMS must notify the relevant Staff of the proposed change; and
- ii. clauses 75.3.1 to 75.3.5 apply.

75.3.1 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.

75.3.2 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).

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

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

75.3.5 In this term "relevant Staff or Staff Member**" means the Staff Members who may be affected by a change referred to in clause 75.3.**

76. STAFF REPRESENTATION

- 76.1** 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

77. WORKPLACE DIVERSITY

- 77.1 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.
- 77.2 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.

78. DIGNITY AT WORK

- 78.1 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.
- 78.2 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.
- 78.3 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.
- 78.4 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 \(Cth\)](#).

78.5 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

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

- 79.1 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.
- 79.2 A Staff Member who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 79.3 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.
- 79.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to [Fair Work Commission](#).
- 79.5 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.
- 79.6 If [Fair Work Commission](#) arbitrates the dispute, it may also use the powers that are available to it under the [Fair Work Act 2009 \(Cth\)](#).
- 79.7 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.
- 79.8 While the parties are trying to resolve the dispute using the procedures in this term:
- i. the Staff Member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- 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.

79.9 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 – ACCEPTANCE OF AGREEMENT AND SIGNATORIES

80. 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: AIMS Chief Operating Officer Mr David Mead

Signed: [Signature]

Address: 1526 Cape Cleveland Rd.
Townsville 4816 QLD

Bargaining Representative: Community and Public Sector Union

Name: BETH VINCENT-PIETSCH

Signed: [Signature]

Address: 40 BRISBANE AV BARTON, ACT 2600

Bargaining Representative: Staff

Name: SCOTT BAIRBRIDGE

Signed: [Signature]

Address: 1526 CAPE CLEVELAND RD.
Townsville 4816 QLD

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:

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

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

2.1.2 Salary pay points are in Table 1.

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 53.

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).

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 REMUNERATION OF APPRENTICES

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

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

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

2.5 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.

2.6 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.

2.7 REVIEW OF SALARY ON APPOINTMENT

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

TABLE I - RATES OF PAY

AOF Level	On commencement of the Agreement	12 months after commencement of the Agreement	24 months after commencement of the Agreement
	2%	2%	2%
AOF1.1	45,034	45,935	46,853
AOF1.2	45,855	46,772	47,708
AOF1.3	46,666	47,599	48,551
SP	49,933	50,932	51,950
AOF2.1	48,304	49,270	50,256
AOF2.2	49,667	50,660	51,673
AOF2.3	51,022	52,043	53,084
AOF2.4	52,376	53,423	54,492
AOF2.5	53,737	54,811	55,908
AOF2.6	55,093	56,195	57,319
AOF2.7	56,450	57,579	58,730
AOF2.8	57,805	58,962	60,141
AOF2.9	59,162	60,345	61,552
SP	63,304	64,570	65,862
AOF3.1	62,277	63,523	64,793
AOF3.2	64,250	65,535	66,845
AOF3.3	66,229	67,553	68,904
AOF3.4	68,202	69,566	70,958
AOF3.5	70,173	71,576	73,008
SP	75,086	76,588	78,120
AOF3.6	72,153	73,596	75,068
AOF3.7	74,126	75,609	77,121
AOF3.8	76,101	77,623	79,176
AOF3.9	78,074	79,635	81,228
SP	83,539	85,210	86,914
AOF4.1	79,423	81,012	82,632
AOF4.2	82,160	83,803	85,479
AOF4.3	84,905	86,603	88,335
AOF4.4	87,642	89,395	91,183
AOF4.5	90,382	92,190	94,034
SP	96,709	98,643	100,616
AOF5.1	99,609	101,601	103,633

AOF5.2	107,134	109,276	111,462
AOF5.3	109,198	111,382	113,610
SP	116,842	119,179	121,562
AOF6.1	115,067	117,369	119,716
AOF6.2	123,482	125,952	128,471
AOF6.3	129,662	132,256	134,901
SP	138,738	141,513	144,343
AOF7.1	131,799	134,435	137,124
AOF7.2	135,902	138,620	141,392
AOF7.3	139,551	142,342	145,189
AOF7.4	143,427	146,296	149,222
AOF7.5	147,312	150,259	153,264
SP	157,624	160,776	163,992
AOF8.1	154,334	157,421	160,569
AOF8.2	168,067	171,429	174,857
SP	179,832	183,429	187,097

TABLE 2 – SALARY RELATED ALLOWANCES

The following allowances have been increased in year one of the Agreement by 4%, these rates are effective for the life of the Agreement.

Description	Payment \$	Frequency	Clause
Diving	34.50	per day	28
Dive Supervisor	34.50	Per day	28.2
FDA AOF level 1-4	232.00	per day	31
FDA AOF level 5-8	115.00	per day	31
OH&S	18.00	per fortnight	33
Close Call per night (12 hours)	32.00	per instance	34
Close Call from 16.40 to 07.15 hours	39.50	per instance	34
Close Call for a day & night (24 hours)	63.50	per instance	34
On Call Duty per night (12 hours)	20.00	per instance	34
On Call Duty from 16.40 to 07.15 hours	24.00	per instance	34
On Call Duty for a day & night (24 hours)	39.50	per instance	34
Sea Sim Call Duty	100.00	per instance	35

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	Current \$	Frequency	Clause
Domestic Travel	22.50	per 24 hours	36
Overseas Travel	32.50	per 24 hours	36
Personal vehicle	35.50	per return trip	73
Meal	25.50	per instance	32

All allowances and payments are taxable with the exception of:

- Personal vehicle
- Meal
- Domestic and overseas travel

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

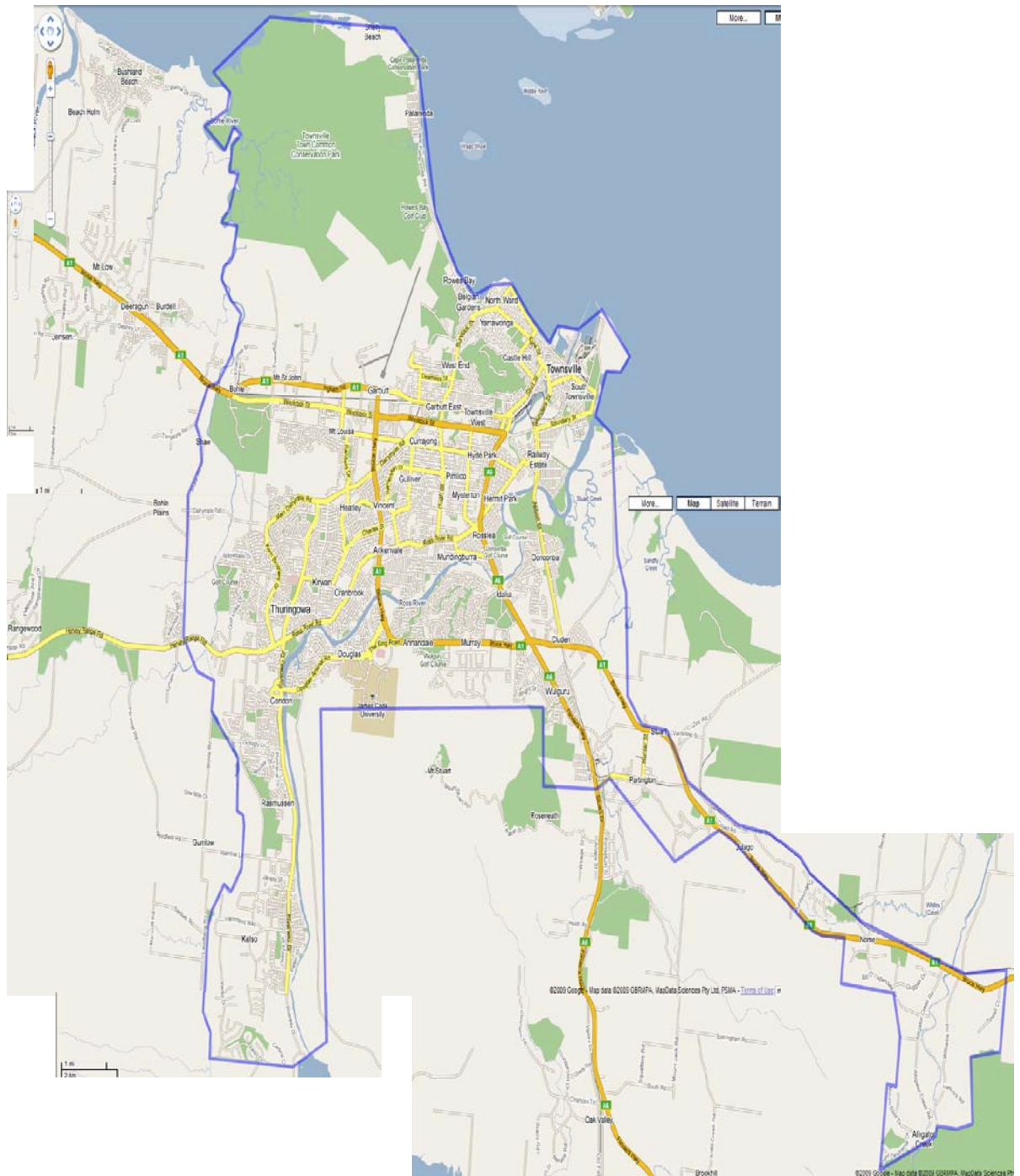
- 3.4.1 FDA is not payable for the duration of any break/s between periods of Field Duties.

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 73)



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