



Australian Government

Australian Maritime Safety Authority

# WELCOME ABOARD

Enterprise Agreement

2016-2019



AMSA would like to thank the following bargaining representatives for their commitment and efforts during the negotiations for this Enterprise Agreement:

AMSA	Staff	Union
Gary Prosser	Dilip D'Souza (SS)	Henning Christiansen (AIMPE)
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	Tobin Rudkin (NSIR)	
	Dion Curtis (JRCC)	
	Peter Kelly (JRCC)	
	Stephen Cross (JRCC)	



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Maritime Safety Authority**  
(AG2016/3155)

### **AUSTRALIAN MARITIME SAFETY AUTHORITY ENTERPRISE AGREEMENT 2016-2019**

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 3 JUNE 2016

*Application for approval of the Australian Maritime Safety Authority Enterprise Agreement 2016-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Maritime Safety Authority Enterprise Agreement 2016-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Maritime Safety Authority. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Institute of Marine and Power Engineers and the CPSU, the Community and Public Sector Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement was approved on 3 June 2016 and, in accordance with s.54, will operate from 10 June 2016. The nominal expiry date of the Agreement is 9 June 2019.



COMMISSIONER

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# PART 1 – INTRODUCTION TO THE AGREEMENT

## 1. TITLE

- 1.1 This agreement will be known as the Australian Maritime Safety Authority Enterprise Agreement 2016-2019.

## 2. COMMENCEMENT AND DURATION

- 2.1 This agreement will come into operation seven days from the date that the approval notice is issued by Fair Work Commission and will have a nominal expiry date of three years after the date of commencement.
- 2.2 This agreement will remain in operation unless varied, terminated or replaced by a new agreement in accordance with the Act.

## 3. APPLICATION, PARTIES COVERED AND DELEGATION

- 3.1 In accordance with section 53 of the *Fair Work Act 2009* (Cth) this agreement will cover the following parties:
- a. AMSA employees outlined in the classifications section included at Attachment A of this agreement; and
  - b. The Chief Executive Officer of AMSA as outlined in Part 6 of the *Australian Maritime Safety Authority Act 1990* (Cth) which refers to the CEO's role to manage and represent the Authority.
- 3.2 The operation of this agreement is supported by policies, procedures and guidelines. AMSA will provide reasonable consultation (minimum of three (3) weeks) with employees prior to introducing new, or changing existing policies, procedures or guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this agreement, the express terms of this agreement will prevail.
- 3.3 The right for an employee to belong to a union will be respected, as will the right not to belong to a union. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated in accordance with the *Fair Work Act 2009* (Cth).

## 4. AGREEMENT OBJECTIVES

- 4.1 Australian Maritime Safety Authority's vision is to be a respected world leading regulator and provider of maritime safety, marine environment protection and pollution response along with providing maritime and aviation search and rescue services. In working towards achieving this vision, AMSA and its employees through the implementation of this agreement will aim to:
- a. Work in partnership with one another to achieve our organisational mission of delivering high standards of safety, performance, productivity and client service in the maritime industry; and
  - b. Maintain and cultivate a working environment that attracts and retains talented and valuable employees and promotes professional development in a manner which is mutually rewarding and will assist AMSA to achieve and deliver on its organisational vision, for the future.

## 5. DEFINITIONS

5.1 In this Agreement unless the context indicates a contrary intention:

<b>Act</b>	Means the <i>Fair Work Act 2009</i> (Cth) and associated regulations (or any other Act or Regulation that replaces it during the life of this agreement)
<b>Agreement</b>	Means this agreement, the <i>Australian Maritime Safety Authority Enterprise Agreement 2016-2019</i>
<b>AMSA</b>	Means the employer, the Australian Maritime Safety Authority
<b>Annual Base Salary</b>	Means the employees annual base salary, not inclusive of superannuation as set out in Attachment A of this agreement
<b>Award</b>	Means the <i>Australian Maritime Safety Authority (Shore-Based Staff) Award 1999</i>
<b>CEO</b>	Means the Chief Executive Officer of AMSA who may delegate any powers and authorities given under this agreement to other persons and may issue instructions on how those delegations are to be exercised
<b>Employee</b>	Means an employee, employed by AMSA in a classification set out in Attachment A of this agreement. The employee, as a result of their employment with AMSA is bound by the provisions contained within the <i>Australian Maritime Safety Authority Enterprise Agreement 2016-2019</i> .
<b>Employer</b>	Means the Australian Maritime Safety Authority (AMSA)
<b>FWC</b>	Means the Fair Work Commission (or any other body that replaces via legislation, during the life of this agreement)
<b>Executive Manager</b>	Means a member of the AMSA Executive which may include the CEO, Deputy CEO, Chief Operating Officer or general manager of AMSA who may delegate any powers and authorities given under this agreement to other persons and may issue instructions on how those delegations are to be exercised
<b>Hourly Rate</b>	Means an employee's hourly rate of pay, calculated by the formula (not inclusive of any allowances paid in addition to an employee's annual base salary under this agreement):  Annual base salary x 12/313/76 = Hourly Rate
<b>NES</b>	Means the National Employment Standards as set out in the <i>Fair Work Act 2009</i> (Cth) (or any other instrument that replaces the NES via legislation with the intention of setting minimum terms and conditions of employment during the life of this agreement)
<b>Ordinary Hours of Work</b>	Means an employee's standard ordinary hours of work, being on average 38 hours worked per week by an employee per year (or pro-rata for part-time employees)
<b>Probationary employee</b>	Means an employee in either their first three or six months of employment with AMSA, which can be extended by AMSA to a period no longer than six months in total as outlined in clause 8 of this agreement
<b>Spread of Hours</b>	Means the spread of hours ranging each working day from 7:00am to 7:00pm Monday through to Friday, that an employee performs their ordinary hours of work within

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# PART 2 – EMPLOYMENT CLASSIFICATION AND SALARY

## 6. TYPES OF EMPLOYMENT AND ORDINARY HOURS OF WORK

### Types of employment

- 6.1 Employees will be engaged by AMSA on either an on-going, non-ongoing or casual basis.
- 6.2 The type of employment will be confirmed with an employee in a letter of offer that is issued prior to their commencement with AMSA. All employees will go through an AMSA induction program deemed appropriate by AMSA for the work the employee is performing.
- 6.3 Each of these types of employment are defined as follows:
  - a. On-going: a person engaged for an indefinite period as it is expected that the role or work undertaken by the employee will be of a continuing nature;
  - b. Non-ongoing: a person engaged for a specified period of time or for the duration of a particular task(s) or project(s); or
  - c. Casual: means a person engaged on an hourly basis for duties that are irregular or intermittent.

### Ordinary hours of work

- 6.4 An employee will be employed to work their ordinary hours of work, subject to one of the following work arrangements or rostered patterns of work:
  - a. Full-time: an employee engaged to work a regular pattern of hours averaging at least thirty eight (38) hours per week;
  - b. Part-time: an employee engaged to work a regular pattern of hours averaging less than thirty eight (38) hours per week;
  - c. Casual: an employee engaged on an hourly basis and who is paid a salary loading of 25 percent in lieu of paid leave (except for long service leave); public holidays on which the employee is not rostered to work and notice of termination; or
  - d. Shift worker: an employee who is rostered to perform ordinary hours of duty outside the ordinary spread of hours ranging each day, Monday through to Friday from 7:00am – 7:00pm.

## 7. JOB CLASSIFICATION AND SALARY STRUCTURE

### Classifications

- 7.1 An employee will be employed in one of the classifications or job titles included at Attachment A in this agreement.
- 7.2 A job evaluation system will be used to determine classification and salary in accordance with this agreement (except as otherwise provided at Attachment A).
- 7.3 An employee's commencement salary will be based on the minimum salary point for each classification level.
- 7.4 The CEO may approve a higher level of salary to a successful applicant of a recruitment process. Any approval of a higher salary will depend on the successful applicant's qualifications, experience and value they bring to the position and market relativities.

### Salary

- 7.5 The CEO may determine the annual base salary for a position within the classification level determined, based on remuneration score derived from a job evaluation system.
- 7.6 The CEO may determine the annual base salary for a position, above the maximum remuneration determined by a job evaluation system.
- 7.7 In the absence of special circumstances, the annual base salary will be determined at the minimum salary point for the classification level as determined by the job evaluation system.
- 7.8 Where an employee agrees to perform duties across classifications on a periodic basis, the CEO may determine a composite rate of pay based upon the specified salaries of the differing roles.
- 7.9 An employee may also be entitled to a payment by way of an allowance as set out in accordance with Attachment E which is paid in addition to an employee's annual base salary.

### Graduates and trainees

- 7.10 The CEO may employ an employee as a Graduate or Trainee.
- 7.11 The CEO will determine when a Graduate or Trainee's course of study and/or training has been successfully completed.

- 7.12 While a Graduate or Trainee is undertaking a course of study and/or training they will be engaged with AMSA under the following classification levels as set out in Attachment A of this agreement:

Classification	AMSA Level
Graduate	AMSA Level 3
Trainee	AMSA Level 1

## Supported wage system

- 7.13 Eligible employees will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with Attachment F.

## Higher duties allowance

- 7.14 If an employee is required to perform in a position that is classified at a higher level than their own position classification, for a continuous period of 38 consecutive working hours or more, the employee is entitled to be paid higher duties allowance (HDA) for the total period of performance at the higher level.
- 7.15 The HDA must be approved by the executive manager of the division using the AMSA approved higher duties form prior to the employee formally commencing HDA duties.
- 7.16 The amount of HDA payable will be calculated by deducting the employee's annual base salary rate from the minimum annual base salary rate of the position at the higher classification. The executive manager may determine an alternative rate of payment.
- 7.17 In exceptional circumstances where an employee is undertaking some of the extra duties of a higher position, but the performance of such duties is not sufficient to warrant payment at the higher classification, the executive manager may determine an alternative rate of payment.

## 8. PROBATIONARY PERIOD OF EMPLOYMENT

- 8.1 A new employee will be required to complete a three (3) or six (6) month probationary period. The letter of offer to the new employee will set out the length and duration of probation period, which will be determined by AMSA.
- 8.2 The purpose of a probationary period of employment is to allow AMSA and the new employee time to establish whether an appropriate match has been made between the employee, the job and the work environment.
- 8.3 Continued employment beyond the three (3) or six (6) month probationary period will be subject to satisfactory completion of the probationary period.

- 8.4 Before or at the end of the probationary period the probationary employee will be advised of one of the following:
- a. That employment will continue on the terms and conditions set out in this agreement; or
  - b. That the probationary period will be extended for a further period of no longer than six (6) months from the date the employee initially commenced their employment with AMSA; or
  - c. That probationary employee's employment may be terminated.
- 8.5 If AMSA makes a decision to terminate the probationary employee's employment during the probationary period of employment, the probationary employee will receive written notification of the termination during probation along with two (2) weeks' salary in lieu of notice.
- 8.6 If the probationary employee decides during probation that they no longer wish to continue their employment with AMSA, they may resign during the probationary period by providing two (2) weeks written notice.
- 8.7 An executive manager may, in writing, exempt a new employee from some or all of the requirements of this clause. An exemption may be on such terms as the executive manager may determine, prior to commencement with AMSA.

## 9. SALARY INCREASES

- 9.1 Salary increases that will be payable after the commencement of this agreement, and in each subsequent year during the life of this agreement are set out in Attachment A.
- 9.2 The scheduled timing and percentage value of each increase payable under this agreement, is set out in the table below:

Scheduled Timing of Payment	Percentage Value of Increase
On commencement of the agreement	1.7%
12 months after commencement	1.7%
24 months after commencement	1.7%

## 10. PAYMENT OF SALARY

- 10.1 An employee's (other than a casual employee's) fortnightly salary is calculated in accordance with the following formula:
- $$\text{Annual salary} \times 12 / 313$$
- 10.2 Payment of salary will be fortnightly via electronic funds transfer to an employee's nominated bank account.



- 10.3 An employee may be entitled to participate in AMSA's flexible remuneration packaging scheme. This scheme may be provided in whole or in part through an external provider approved by AMSA for this purpose.

## 11. SUPERANNUATION

- 11.1 AMSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 11.2 AMSA's default superannuation fund is the Public Sector Superannuation accumulation plan (PSSap). AMSA will provide employer superannuation contributions to members of the PSSap of no less than 15.4 percent of the employee's fortnightly superannuation salary.
- 11.3 Where an employee chooses a superannuation fund by exercising superannuation choice, AMSA will pay an employer contribution to the employee's chosen fund at a contribution of no less than 15.4 percent. AMSA requires that the fund is able to accept direct fortnightly electronic funds transfer.
- 11.4 AMSA will provide information on superannuation arrangements, including employer contributions and associated insurance arrangements, to employees.
- 11.5 For employees who take paid or unpaid parental leave (which includes maternity, paternity, adoption, foster carer's and supporting partner leave), employer contributions will be made for a period equal to a maximum of fifty two (52) weeks, in accordance with the rules of the appropriate superannuation fund and providing that the fund is able to accept direct fortnightly electronic funds transfer.
- 11.6 Employer superannuation contributions will not be paid in respect of other periods of unpaid leave, unless it is necessary for AMSA to make such payments as set out by legislation.

## 12. INTERNATIONAL POSTINGS

- 12.1 The employment entitlements for employees posted overseas will be guided by the whole of government overseas entitlements and the CEO may determine alternative terms and conditions for employees on posting. An employee posted overseas will be provided with a schedule that outlines the terms and conditions of the posting specific to the post location.

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# PART 3 – WORKING HOURS AND WORKPLACE FLEXIBILITY

## 13. HOURS OF WORK

### Working hours arrangement

- 13.1 AMSA may require that an employee records their hours of work. If an employee is required to record their hours of work, they will do so in a form nominated by AMSA.

### Full-time employees

- 13.2 A full-time employee will be required to work an average of thirty eight (38) hours per week. These hours include an entitlement to all paid leave (including public holidays).
- 13.3 An employee (other than employee categorised as a shift worker) will be required to work their ordinary hours of work as specified between the spread of hours each week, ranging each day from 7:00am to 7:00pm Monday through to Friday.
- 13.4 A full-time employee may be required to work additional hours in addition to an average of thirty eight (38) hours per week, where this is reasonably necessary for the efficient performance of their duties with AMSA. Providing an employee meets the eligibility requirements as set out in the following clauses, the employee may be remunerated by receiving additional payment or compensated by additional leave under the following clauses of this agreement:
- a. Clause 14 - Additional Hours Payment
  - b. Clause 16 - Professional Hours
  - c. Clause 26 - Shift Workers Additional Hours Payment
  - d. Clause 31 - On-Call Payments
  - e. Clause 32 - Operational Incident Response Payments

### Part-time employees

- 13.5 AMSA and an employee may enter into a part-time employment arrangement. A full-time employee cannot be compelled to work part-time.
- 13.6 A part-time employee will receive pro-rata remuneration and leave entitlements, based on their hours worked.
- 13.7 An employee may request access to part-time employment and AMSA will make every attempt to accommodate the request having regard to both the operational requirements of AMSA and the personal needs of the employee.

- 13.8 Part-time work arrangements will be set out in a written agreement which may include the employee's hours of work, the duration of the agreement and details of any specific arrangements that are necessary to facilitate the part-time employment.
- 13.9 The terms of a part-time agreement cannot be varied without the agreement of the employee and the manager. This includes reversion or conversion to full-time arrangements before the originally agreed date. Any request for review by the employee will be considered within one month. Part-time hours can be varied by agreement between the employee and the manager on a short term basis to facilitate access to training or other opportunities. At the end of the part-time agreement the employee can either return to full-time work or apply for a further period of part-time employment.
- 13.10 Employees returning from maternity, paternity, foster or adoption leave will be provided with access to part-time employment, upon application, for a period of up to twenty four (24) months from the time of returning to work. The part-time hours and days of work are to set out in a request for approval to the manager who will consider having regard to operational requirements and the employee's circumstances.
- 13.11 Part-time employment arrangements are not to disadvantage employees who work part-time.

## Taking breaks

- 13.12 An employee regardless of the type of employment they are engaged in at AMSA, must take a minimum thirty (30) minute unpaid meal break each day worked, not later than five (5) hours after commencing work on that day.
- 13.13 An employee (other than an employee categorised as a shift worker under this agreement) will not be required to work a total of more than twelve (12) hours on a single attendance at the workplace (including handover time and rest breaks).
- 13.14 Other than in exceptional circumstances, an employee will not generally be required to attend for work without a rest break of at least a minimum of a ten (10) hour break between attendances at the workplace.
- 13.15 An employee will not be expected to perform additional hours without the opportunity for a rest or meal break at a time agreed and determined via consultation with the employee and their executive manager and/or manager/supervisor.

## Payment for recall to duty and travel time

- 13.16 An employee is entitled to record at least two (2) hours for any period that the employee is required to attend for work. Where the employee has been recalled to work without notice, the employee may include reasonable time taken for travel to and from the workplace.

- 13.17 Whenever possible, work programs will be planned to minimise instances of employees being required to undertake travel outside of their regular pattern of work (particularly over weekends and public holidays).
- 13.18 Where travel is required outside of the regular pattern of work and this is considered unduly onerous, the executive manager may authorise an employee to record some or all of their travelling time as hours worked. Travelling time will also be recorded where such time is to be billed to an external client.

## 14. ADDITIONAL HOURS PAYMENT

- 14.1 Employees engaged in the AMSA Level 1-5 classification structure that are required by AMSA to work more than their ordinary hours of work will receive an additional hours payment as follows:

additional hours x (hourly rate\* x 2.0) = additional hours payment

*\*the hourly rate is to be calculated at the employee's actual hourly rate (excluding any additional payments outlined in Attachment E) up to a maximum of the AMSA 5.7 classification for all employees.*

- 14.2 Employees engaged in the AMSA Level 6–8 classification structure (or equivalent) will not be eligible to receive an additional hours payment as it is recognised that these employees are already compensated to work more than their ordinary hours of work.
- 14.3 Employees who are participating in professional hours are not entitled to payment for additional hours under this clause.
- 14.4 The additional hours payment will be determined at the time when additional hours are worked.
- 14.5 Employees defined as shift workers will not be entitled to additional hours payments under this clause, as their entitlement to additional hours payment is specifically set out in clause 26 of this agreement.

## 15. FLEX TIME

- 15.1 Flex time is a system designed to provide time off in lieu of approved additional hours worked.

### Access to flex time

- 15.2 An employee engaged in the salary classification of AMSA Level 1-5 will be able to access flex time with the approval of their manager. Use of flex time will be agreed by the employee and manager in accordance with the section's work program.
- 15.3 An employee, who accesses flex time, will not be eligible to participate in professional hours.

- 15.4 Flex time can be utilised to enable eligible employees to start and finish work at times of their choosing, subject to operational requirements and with management approval.
- 15.5 Each employee eligible for flex time, consistent with this clause will record their flex time worked in a form nominated by AMSA. Employees are entitled to an adequate opportunity to access accrued flex time.

## Time credits

- 15.6 Each employee eligible for flex time, consistent with this clause, may carry forward accrued time credits up to a maximum of thirty eight (38) hours. Subject to operational requirements, employees will be allowed to access as much consecutive flex time to be taken as flex time leave, as they have accrued.

## Time debits

- 15.7 Employees may carry forward a maximum time debit of two (2) days (15.2 hours) from one pay period to the next.
- 15.8 Employees with a maximum time debit of two (2) days (15.2 hours) may be required to take any additional debits as leave without pay. Managers and employees should seek to ensure that the maximum time debit is not exceeded.
- 15.9 Time debits are to be cancelled by a commensurate deduction from salary, should an employee no longer continue to be employed by AMSA.

## 16. PROFESSIONAL HOURS

- 16.1 Professional hours is designed to compensate an employee for additional hours worked above and beyond 38 hours per week, without the requirement to record and track additional hours. As compensation for working these additional hours, an employee will accrue one (1) day of paid leave per month in lieu of any other entitlement to payment for additional hours or time off for hours worked.

## Access to professional hours

- 16.2 A full-time employee who performs an average of 38 hours per week or more (except an employee carrying out the duties of a Port Marine Surveyor, Principal Regional Port Marine Surveyor, SARO, SSARO or JRCC Chief) may choose to access professional hours with the written agreement of their manager. An employee who elects to access professional hours may not subsequently withdraw from professional hours except with the agreement of their manager.
- 16.3 An employee who receives an entitlement to professional hours will not be eligible to access flex time or any other payment for working additional hours as it is recognised that the purpose of professional hours is to compensate an employee for all additional hours worked.

## Professional hours entitlement

- 16.4 An employee who elects to access professional hours with agreement of their manager will work additional hours above an average of 38 hours or more per week as are required by AMSA for the efficient performance of their duties.
- 16.5 As compensation for working additional hours the employee will accrue twelve (12) days (91.2 hours) of paid leave per annum in lieu of any entitlement to payment for additional hours or time off for additional hours worked.
- 16.6 An employee may accrue paid professional hours up to a maximum of twelve (12) days (91.2 hours). Professional hours will be taken only by agreement between AMSA and the employee and any balance will not be paid out to the employee on termination of their employment.
- 16.7 AMSA may review an employee's access to professional hours where the employee has not complied with their obligations as set out in this clause.
- 16.8 In the event that there is any disagreement about an employee's access to professional hours, the matter will be referred to the Manager, Human Resources for review in the first instance.

## 17. FLEXIBLE WORKING ARRANGEMENTS

- 17.1 AMSA recognises employees may have family responsibilities and aims to provide flexibility in working arrangements that assist employees in balancing their personal and work commitments.
- 17.2 Employees may request flexible working arrangements consistent with the relevant provisions of this agreement and section 65 of the *Fair Work Act 2009* (Cth). For example, an employee that may be eligible to access flexible working arrangements consistent with these provisions could be a parent or carer. Managers and employees have a responsibility to ensure that those flexible working arrangements are applied and accessed fairly and consistently subject to operational requirements.

## 18. INDIVIDUAL FLEXIBILITY AGREEMENT

- 18.1 An AMSA executive manager and employee covered by this agreement may agree to make an individual flexibility agreement (IFA) to vary the effect of terms of the agreement, if the arrangement deals with one or more of the following matters:
- a. arrangements about when work is performed;
  - b. additional hours (overtime) payments;
  - c. allowances;
  - d. penalty rates;
  - e. remuneration; and/or
  - f. leave.

- 18.2 In addition to the matters relevant to the making of an IFA as set out in clause 18.1 above, the arrangement must meet the genuine needs of AMSA and the employee in relation to one or more of the matters mentioned in clause 18.1 above. The arrangement must be genuinely agreed by an executive manager and the employee.
- 18.3 The executive manager must ensure that the terms of the IFA:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
  - b. are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 18.4 The executive manager must ensure that the IFA:
- a. is in writing;
  - b. includes the name of the employer and employee;
  - c. is signed by an AMSA executive manager and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of the agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 18.5 The executive manager must give the employee a copy of the IFA within fourteen (14) days after it is agreed.
- 18.6 The executive manager or employee may terminate the IFA:
- a. by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
  - b. if the AMSA executive manager and employee agree in writing — at any time.



# PART 4 – SHIFT WORKERS

## 19. SHIFT WORK

19.1 An employee will be considered to be a shift worker under this agreement, if they are rostered on an on-going basis to perform duty outside the ordinary spread of hours ranging each day, Monday through to Friday from 7:00am – 7:00pm.

## 20. STANDARD SHIFT TYPES

20.1 A standard shift will include a fifteen (15) minute handover period either at the start or end of each shift. The types of standard shifts a shift worker may be rostered to perform, are outlined below:

- a. twelve (12) hours and fifteen (15) minutes (with a break of thirty (30) minutes each consecutive five (5) hours worked); or
- b. eight (8) hours thirty (30) minutes (with a break of thirty (30) minutes no later than five (5) consecutive hours of work), which may extend to twelve (12) hours and fifteen (15) minutes due to operational necessity.

## 21. SHIFT EXTENSION

21.1 In extraordinary circumstances a standard shift may be extended to fourteen (14) hours in total. In this case, the shift worker will be entitled to receive an additional hours payment.

## 22. SHIFT TYPES

22.1 The standard shift types an AMSA shift worker may work are outlined in the “Shift Workers – Table A” below:

### Shift workers – Table A

Shift Type/Description	Shift Work Hours
Day Shift	Work starting at 6.45am and ending at 7.00pm equating to a total shift of twelve (12) hours and fifteen (15) minutes (inclusive of the fifteen (15) minute handover period)
Night Shift	Work starting at 6.45pm and ending at 7.00am equating to a total shift of twelve (12) hours and fifteen (15) minutes (inclusive of the fifteen (15) minute handover period)
Reduced Day Shift	Work starting between the hours of 6.30am to 6.00pm, equating to hours worked of eight (8) hours and thirty (30) minutes - which may extend to twelve (12) hours and fifteen (15) minutes.

22.2 Standard shift commencement and finishing times may be subject to change.

## 23. SHIFT ROSTERS

- 23.1 Shift workers will have access to shift rosters that specify their shift start and finish times.
- 23.2 Prior to a change in shift working arrangements previously rostered, shift workers will be consulted with and given reasonable notice. Reasonable notice will normally be regarded as seven (7) days, or less by agreement. If reasonable notice of seven (7) days is not able to be given then overtime will be applied to that shift.
- 23.3 Prior to the introduction of any new roster, AMSA will consult with affected shift workers (or where they choose, their representative) and trial the proposed shift arrangement for a period of not less than three (3) months. At the end of the trial period, the affected shift workers will be consulted prior to implementing the new roster on a permanent basis.
- 23.4 Where there is disagreement surrounding roster design or rearrangement of shift cycles, the affected shift workers and their chosen representatives will refer to clause 30, the dispute resolution clause in this agreement.
- 23.5 When developing and implementing shift rosters, shift workers will have their health, safety and welfare considered as primary importance by AMSA. The fatigue risk management system will be used to oversee roster design, scheduling of shift workers and the conduct of their shifts, and to reduce the prevalence of fatigue.
- 23.6 Shift rosters may be periodically reviewed by external parties as nominated by AMSA.

## 24. REST BREAKS

- 24.1 A shift worker will be entitled to two (2) paid rest breaks of thirty (30) minutes in duration for each break during a standard shift of twelve (12) hours and fifteen (15) minutes.
- 24.2 In the event that a shift worker is rostered to work a shift of less than twelve (12) hours and fifteen (15) minutes, the shift worker will not be required to work for more than five (5) consecutive hours without a paid meal break of thirty (30) minutes.
- 24.3 An employee who is a rostered shift worker is entitled to a break of at least ten (10) consecutive hours off duty plus reasonable travelling time preceding the start of the employee's next standard shift.
- 24.4 A rostered shift worker may be directed by the executive manager to resume or continue duty without having had ten (10) consecutive hours off duty plus reasonable travelling time in extraordinary circumstances. In this case, the shift worker will be paid at the rate of double time for the time so worked until the required rest break occurs.

## 25. ANNUALISED SHIFT ALLOWANCE

- 25.1 An employee who is a rostered shift worker as defined in accordance with this clause, will receive an Annualised Shift Allowance (ASA) in lieu of all other payments (including penalty rates) that would otherwise be paid for standard shift work, based on a calculation applying the following penalty rates to each shifts as set out in “Shift Workers – Table B” below, on the shifts that an employee would be rostered to perform over the course of year:

### Shift workers – Table B

Shift Type	Penalty Applied
Day shift – Work performed between 6.45am – 7.00pm, Monday through to Friday	15%
Night shift – Work performed between the hours of 6.45pm - 7.00am, Monday through to Friday	15%
Continuous Night shift – Work performed continuously for a period exceeding four weeks between 6.45pm - 7.00am	30%
Saturday shift – Work performed on a Saturday or part there of (Friday 12pm to Saturday 12am)	50%
Sunday shift – Work performed on a Sunday or part there of (Saturday 12pm to Sunday 12am)	100%
Public holiday shift – Work performed on a gazetted public holiday or part there of	150%

- 25.2 The rate of payment of ASA will be paid at the following percentages as set out in “Shift Workers – Table C” below of the shift workers base annual salary :

### Shift workers – Table C

Employee Classification	ASA % of Base Salary
Trainee SARO	0% (Trainee SARO's are not generally required to perform shift work, unless in the event a trainee works a small number of shifts as part of their training, they will be paid a pro-rata rate based on the aggregated rate that applies to Search and Rescue Officers (SARO) and Senior Search and Rescue Officers (SSARO) for the shifts they perform.
Search and Rescue Officers (SARO) and Senior Search and Rescue Officers (SSARO)	36%
JRCC Chiefs	24%

- 25.3 The calculation of ASA has been negotiated based on the establishment of a shift roster for a defined period, the number and percentage of days and hours in the roster period that attract penalty rates with an adjustment for work rostered to be performed on public holidays applied and consideration of discounts for personal leave and long service leave. This does not include being rostered off on a public holiday for which other leave compensation is applied.
- 25.4 The rate of payment of ASA as a percentage outlined “Shift Workers – Table C” above may be varied during periods when an employee is not classified as a shift worker as in accordance with this agreement. If an employee is no longer classified as a shift worker as defined by this agreement, AMSA will propose an Individual Flexibility Agreement in accordance with the provisions of clause 18, to establish relevant working arrangements, conditions and remuneration for the employee.
- 25.5 ASA is in addition to the shift workers base salary and is set out in Table 3 in Attachment A of this agreement.
- 25.6 ASA is payable to the shift worker on a fortnightly basis, in line with their normal pay cycle.
- 25.7 ASA counts as salary for superannuation purposes.
- 25.8 An employee who is a rostered shift worker will be paid ASA during a period that the employee elects to take long service leave (LSL).
- 25.9 An employee who is a rostered shift worker is not entitled to flex time or to participate in professional hours.

## 26. SHIFT WORKERS ADDITIONAL HOURS PAYMENT

- 26.1 Any payments made to a shift worker for working additional hours will be made to the shift worker at the rate of:  
$$\text{additional hours} \times (\text{hourly rate} \times 2.0) = \text{additional hours payment}$$
- 26.2 Additional hours payment is to be made to a shift worker when they perform duty that exceeds beyond the hours of their shift type as outlined in “Shift Workers – Table A” of this clause.
- 26.3 The additional hours payment will be calculated at the shift workers base hourly rate using the employees base annual salary as set out in Table 3 in Attachment A of this agreement.
- 26.4 ASA will not be taken into account in the calculation of additional hours payments or in the calculation of any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this agreement.

- 26.5 Given the unpredictable nature of requirements for additional hours in the Joint Rescue Coordination Centre, a shift worker will be paid for additional hours worked on a monthly retrospective basis.
- 26.6 Time off in lieu may be granted to a shift worker where AMSA and the shift worker agree to do so, on an “hour for hour” basis. If time off in lieu is elected as opposed to payment for additional hours, the time off in lieu must be taken within six (6) months of completing the shift that additional hours were worked.

## 27. LEAVE

### Annual leave

- 27.1 A full-time employee when working as a shift-worker will accrue an additional one (1) week (38 hours) of annual leave in addition to the base entitlement of four (4) weeks (152 hours) of annual leave for each completed year of service.

### Public holiday leave

- 27.2 A full-time employee when working as a shift worker will accrue public holiday leave of eight and a half (8.5) days (64.6 hours) per annum.
- 27.3 The purpose of this leave type is to compensate the shift worker for being rostered off on public holidays and Christmas closedown which has not been factored into the calculation of ASA. This leave type is not cumulative, and must be taken by the shift worker throughout the course of each twelve (12) month period that the leave is credited to the shift worker.
- 27.4 Public holiday leave accrued during each twelve (12) month period will be taken by agreement between AMSA and the shift worker and any balance will not be paid out to the shift worker on termination of their employment.

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# PART 5 – WORKPLACE CONSULTATION AND CHANGE

## 28. STAFF CONSULTATIVE WORKING GROUP

- 28.1 The Staff Consultative Working Group (SCWG) will be the main vehicle for on-going employee participation and consultation regarding matters covered by this agreement and associated policies, procedures and guidelines. AMSA commits to engaging in consultation with employees and their representatives through the SCWG.
- 28.2 AMSA and its employees agree that AMSA will continue to undertake consultation with employees outside the SCWG.
- 28.3 Due to the operational nature of the work performed by employees classified as surveyors and shift workers under this agreement, these employees will hold their own sub-group meetings and report into the SCWG on relevant matters as appropriate.

## 29. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 29.1 This clause of the agreement will apply if AMSA:
- a. 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 the employees; or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### Major change

- 29.2 For a major change referred to in paragraph 29.1(a):
- a. the employer must notify the relevant employees of the decision to introduce the major change; and
  - b. subclauses 29.3 to 29.9 will apply.
- 29.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

the employer must recognise the representative.

- 29.5 As soon as practicable after making its decision, the employer must:
- a. discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b. for the purposes of the discussion—provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.

29.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

29.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

29.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 29.2(a) and subclauses 29.3 and 29.5 are taken not to apply.

- 29.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.



## Change to regular roster or ordinary hours of work

- 29.10 For a change referred to in paragraph 29.1 (b):
- a. the employer must notify the relevant employees of the proposed change; and
  - b. subclauses 29.11 to 29.15 will apply.
- 29.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 29.12 If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 29.13 As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion—provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 29.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 29.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 29.16 In this term:
- relevant employees** means the employees who may be affected by a change referred to in clause 29.1.

## 30. DISPUTE RESOLUTION PROCEDURE

- 30.1 If a dispute relates to:
- a. a matter arising under the agreement; or
  - b. the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 30.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 30.3 In the first instance, the parties to the dispute must try to resolve the dispute, at the workplace level, through discussions between the employee or employees and relevant supervisors and/or management.
- 30.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 30.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 30.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a. An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b. An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable work health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 30.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

# PART 6 – ALLOWANCES

## 31. ON-CALL PAYMENTS

- 31.1 An employee who performs on-call will be entitled to a payment for each week (or part thereof) the employee is rostered, calculated in accordance with Attachment E - Additional Payments. Any employee who is rostered to perform on-call duties in relation to on-call under this clause will not receive an on-call payment unless they have been designated as rostered on-call in advance of performance of on-call duties, as approved by an AMSA executive manager.
- 31.2 An employee who is on-call and is called-out to perform on-call duties at a place of work will be paid a minimum of two (2) hours each time they are called out to perform such work. Employees, who are already in receipt of other remuneration payments for additional hours, will not be eligible for payment when they are called out to perform work in accordance with this clause.
- 31.3 Additional hours payments for duties arising from on-call responses will be calculated in accordance with clause 14.1 of this agreement.
- 31.4 Employees rostered to perform on-call must answer an on-call contact within ten (10) minutes, assess the appropriate first response required of AMSA within thirty (30) minutes, and if the relevant service demand/requirement includes attendance at a workplace to be there within one (1) hour (inclusive of travel time) of being contacted. The service requirement will permit access via home based computer work equipment to be considered attendance at the workplace for on-call purposes.
- 31.5 Employees participating in professional hours, will not be eligible for payment when called-out to perform duties under this clause.

## 32. OPERATIONAL INCIDENT RESPONSE PAYMENTS

- 32.1 An employee may be required to respond to an operational incident which takes place when a major incident arises and is declared by an executive manager as a significant event.
- 32.2 When AMSA directs an employee to respond to an operational incident, AMSA undertakes to consider the following:
- a. any risk to the employees' health and safety as a direct consequence of working additional hours;
  - b. the employees personal circumstances – inclusive of their family responsibilities;
  - c. any notice provided by the employee of his/her intention to refuse to work the additional hours;

- d. the nature of the employees role and associated level of responsibility; and
  - e. any other relevant and/or applicable matters.
- 32.3 Operational incident response payments (OIRP) must be pre-authorised for any work directly related to the operational incident as defined by the executive manager, for work on:
- a. search and rescue incidents (General Manager, Search and Rescue);
  - b. marine pollution incidents (General Manager, Marine Environment) ;
  - c. maritime casualty, salvage and intervention incidents (General Manager, Marine Environment);
  - d. incidents that require business continuity intervention to maintain AMSA's critical functions based on the Maximum Tolerable Periods of Interruption defined in AMSA's Business Continuity Command Plan (Chief Operating Officer and General Manager, Search and Rescue); and
  - e. other emergency management responses affecting AMSA (General Manager, Search and Rescue).
- 32.4 When AMSA directs an employee to respond to an operational incident, OIRP may be made to any employee covered by this agreement, where the work they perform is outside the employee's normal hours of work or additional to the employee's required number of working hours per annum. OIRP may only be made on the authorisation of the executive manager, having considered:
- a. that the incident demands an immediate response from AMSA beyond the normal routine;
  - b. that the work was performed outside the employee's span of working hours, or additional to the employee's required number of working hours per annum; and
  - c. that the employee in receipt of the OIRP is an employee covered by the scope of this agreement.
- 32.5 Where an employee is directed to respond to an operational incident in accordance with this clause, the employee will receive an OIRP, paid to the employee at a rate as calculated by the following formula:
- operational incident response hours x (hourly rate\* x 2.0) = OIRP
- \*hourly rate does not include additional payments payable to the employee, as set out in Attachment E.*
- 32.6 An employee approved by the relevant executive manager to receive OIRP, may elect to take the same number of hours off as time off in lieu (TOIL) subject to AMSA's business requirements. The business requirements will be determined by the executive manager for the division in which the employee normally works. The employee must take the TOIL hours within a period not exceeding six (6) months after their work responding to the operational incident has ceased.

- 32.7 An employee who is rostered on-call for operational incident response purposes and who, in order to assess and respond to an operational incident works for a cumulative period exceeding thirty (30) minutes, will be paid a minimum of one (1) hour of OIRP. For work performed in excess of a cumulative period exceeding thirty (30) minutes, an employee will be remunerated at the applicable penalty rate for hours worked, as outlined in clause 32.5 above.
- 32.8 Employees participating in professional hours at the time they are engaged to perform duty in connection with a declared operational incident, will be eligible for payment under this clause. If the employee accrues more than one hundred and fourteen (114) hours of OIRP in a calendar month, one (1) day (7.6 hours) of professional leave will be deducted from the employees professional leave balance.
- 32.9 OIRP will not be made for work performed by shift workers rostered on shift in the Joint Rescue Coordination Centre.

## 33. CAMPING AND OFF-SHORE (AT-SEA) ALLOWANCE

### Camping allowance

- 33.1 Employees required to camp overnight while performing AMSA duties in areas where accommodation is not available, as per the standard defined in AMSA travel policy, will be paid an allowance.

### Offshore (at-sea) allowance

- 33.2 Employees required to remain at sea overnight past the hour of 7:00pm, performing AMSA duties will be paid an allowance. The allowance is only payable while offshore on non-passenger vessels where the accommodation is shared or has shared facilities.
- 33.3 Payment for both the camping and offshore (at-sea) allowances are set out in Attachment E of this agreement. When an employee is in receipt of either of these allowance types, the employee will not be entitled to other accommodation payments as set out in AMSA's travel policy.

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# PART 7 – PERFORMANCE AND CAREER PROGRESSION

## 34. PERFORMANCE MANAGEMENT

### Annual performance review

- 34.1 AMSA's Performance Management Arrangements (PMA) are designed to support employees in the workplace in a simple, fair and transparent manner. All employees are required to participate in AMSA's performance management process, which consists of a performance review for the period between 1 July and 30 June each year.
- 34.2 The performance review process provides for salary increases via pay point increments within AMSA's classification levels as set out in Attachment A of this agreement for employees that demonstrate performance at the required standard of 'meets expectations' or above.
- 34.3 If an employee is assessed as 'meets expectations' in both tasks and behaviours they will receive a pay point increment unless they are already at the top increment of a classification range.
- 34.4 If an employee is assessed as 'exceeds expectations' they may receive an accelerated pay point increment or for employees at the top of their classification level, a one off, at risk lump sum payment equivalent to a pay point increment.
- 34.5 An employee who is assessed as 'does not meet expectations' will not receive a pay point increment and a formal underperformance management process will commence and be aimed at improving the employee's performance to the required level.
- 34.6 All employees assessment ratings are subject to a moderation process by the AMSA Executive.
- 34.7 All salary outcomes arising from the performance review process will be payable from 1 July each year.
- 34.8 Detailed information in relation to the annual performance review is available in the Performance Management Arrangements policy and guidelines.

## 35. PROFESSIONAL ASSOCIATION MEMBERSHIP

- 35.1 AMSA will pay for professional association membership costs where such membership is considered to provide a direct benefit to AMSA and is limited to one (1) paid membership per employee, each year.

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# PART 8 – PAID LEAVE ENTITLEMENTS

## 36. ANNUAL LEAVE

- 36.1 A full-time employee will be entitled to four (4) weeks (152 hours) of annual leave for each completed year of service.
- 36.2 An employee's annual leave balance will be paid out on termination of employment or where the employee has died or is presumed to have died.
- 36.3 AMSA may cancel a period of annual leave before or after it has commenced, but must not be unreasonable in cancelling the employee's annual leave. Where an employee has reasonably incurred costs as a result of AMSA cancelling a period of annual leave that are not otherwise recoverable by the employee, AMSA will reimburse the employee those non-recoverable costs.
- 36.4 If the period during which an employee takes paid annual leave (including purchased annual leave) includes a period of any other paid leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence. This is subject to the employee producing satisfactory evidence. Annual leave (including purchased annual leave) will be re-credited to the extent of other leave granted.
- 36.5 Annual leave accrues progressively on a fortnightly basis and counts as service for all purposes.

## 37. CASHING OUT OF ANNUAL LEAVE

- 37.1 An employee with an annual leave balance in excess of six (6) weeks (228 hours) may apply in writing to AMSA, to cash out excess leave.
- 37.2 An employee may cash out a minimum amount of two (2) weeks (76 hours) annual leave once each financial year over the life of the agreement, provided that they have taken at least three (3) weeks (114 hours) of leave (eligible leave types are defined in clause 37.6 below) of which two (2) weeks (76 hours) must be taken consecutively in the previous twelve (12) months.
- 37.3 The cashing out will not result in the employee's remaining accrued entitlement to annual leave being less than four (4) weeks (152 hours).
- 37.4 An election to cash out annual leave must be made to AMSA by the employee in writing.

- 37.5 The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.
- 37.6 Leave types to be taken consecutively to satisfy the requirements as outlined in clause 37.2 above, prior to an employee becoming eligible to cash out their excess leave are as follows:
- a. annual leave;
  - b. professional hours leave;
  - c. long service leave;
  - d. surveyors leave; and
  - e. shift workers additional annual leave and public holiday leave.

## 38. DIRECTION TO TAKE ANNUAL LEAVE

- 38.1 An employee with an annual leave balance in excess of forty five (45) days (342 hours) in any year may be directed to take some or all of their excess annual leave.

## 39. PERSONAL LEAVE

### Personal leave entitlement

- 39.1 A full time employee will be entitled to eighteen (18) days (136.80 hours) of personal leave annually, credited to them, in advance, on each completed year of service.
- 39.2 A part-time employee will accrue a pro-rata entitlement of personal leave commensurate with hours worked.
- 39.3 For employees in the first year of employment, personal leave accrues progressively on a fortnightly basis. On the anniversary of employment in each subsequent year, the full-time employee will be provided with a further eighteen (18) days (136.80 hours) of personal leave. Personal leave counts as service for all purposes.
- 39.4 An employee's personal leave balance will not be paid out upon termination of their employment with AMSA.

### Use of personal leave

- 39.5 An employee is eligible to take personal leave:
- a. if they are unfit for work because of their own personal illness or injury (including to attend a medical or dental appointment or pregnancy-related illness);
  - b. to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.

- 39.6 A member of the employee's immediate family means those groups covered by the NES definition of immediate family included in the *Fair Work Act 2009* (Cth). For example, a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee or traditional kinship (that is a connection by blood, marriage or adoption; family relationship); or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- 39.7 The employee must notify their supervisor of the intention to take personal leave prior to the ordinary commencing time of work or, where this is not practicable, as soon as possible thereafter.
- 39.8 Personal leave is not payable during any period in which the employee is entitled to workers' compensation. Where personal leave has been taken before a claim is accepted, the personal leave will be re-credited when the insurer reimburses AMSA for the period of leave.

## Provision of medical certificates or other evidence

- 39.9 No more than two (2) consecutive days of personal leave can be taken for the purposes outlined in clause 39.5 without producing a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the leave is being used for its intended purpose.
- 39.10 A manager may request that medical evidence is provided by the employee for any period of leave in certain circumstances. This will only apply to personal leave taken after the employee has been advised of the requirement to produce the appropriate documentation.
- 39.11 Where an employee does not provide the requested medical evidence any personal leave will ordinarily be leave without pay.

## 40. COMPASSIONATE LEAVE

- 40.1 An employee is entitled to paid compassionate leave on each occasion as follows:
- a. three (3) days to spend time with an immediate family member or a member of the employees household who is suffering from a life threatening illness or injury; and
  - b. three (3) days following the death of an immediate family member or a member of the employees' household.
- 40.2 For the purposes of this clause, a member of the employee's immediate family is intended to mean the same as the definition included in clause 39.6 that defines immediate family with respect to personal leave entitlements.
- 40.3 An employee may be required to provide reasonable evidence to their manager in support of an application for compassionate leave.

- 40.4 The manager may give approval for an employee to extend compassionate leave.
- 40.5 If an employee is on annual leave, personal leave or long service leave and qualifies during that period of leave for compassionate leave, the employee's annual leave, personal leave or long service leave may be re-credited.

## 41. LONG SERVICE LEAVE

- 41.1 Long service leave is provided in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth).
- 41.2 An eligible employee may access, with approval from their manager, long service leave for a minimum period of seven calendar days at full pay or 14 calendar days for leave at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 41.3 The executive manager may cancel a period of long service leave before or after it has commenced, but must not be unreasonable in cancelling the employee's long service leave. Where an employee has reasonably incurred costs as a result of the executive manager cancelling a period of long service leave that are not otherwise recoverable by the employee, AMSA will reimburse the employee those non-recoverable costs.
- 41.4 If the period during which an employee takes paid long service leave includes a period of any other paid leave, the employee is taken to not be on paid long service leave for the period of that other leave or absence. This is subject to the employee producing satisfactory evidence. Long service leave will be re-credited to the extent of other leave granted.

## 42. MATERNITY LEAVE

- 42.1 An employee who has completed twelve (12) months continuous service with AMSA is entitled to paid maternity leave as if the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth) applied to employment with AMSA, plus an additional three (3) weeks paid leave, providing a total of up to fifteen (15) weeks paid maternity leave.
- 42.2 The employee may elect to have the payment for maternity leave spread over a maximum of thirty (30) weeks at a rate no less than half normal salary.
- 42.3 After the period of paid leave (where eligible) a further period of unpaid leave will be granted up to a total of fifty two (52) weeks. Unpaid leave, with the exception of any unpaid leave during the first twelve (12) weeks, will not count as service.
- 42.4 Maternity leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during a period of maternity leave.
- 42.5 On ending maternity leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009* (Cth) and in accordance with clauses 17.1 and 17.2 of this agreement.

## 43. ADOPTION LEAVE

- 43.1 An employee who has completed twelve (12) months continuous service with AMSA and is the primary care giver is entitled to up to fifteen (15) weeks paid adoption leave for the purposes of adopting a child.
- 43.2 The employee may elect to have the payment for adoption leave spread over a maximum of thirty (30) weeks at a rate no less than half normal salary.
- 43.3 An employee who is a primary care giver or an employee who has responsibility for the care of a child will be entitled to a period of adoption leave to care for an adopted child. Adoption leave is for up to a maximum of fifty two (52) weeks of which up to 15 weeks may be paid where an employee satisfies the eligibility requirements of clause 43.1. Unpaid adoption leave, with the exception of any unpaid leave in the first 12 weeks taken by a primary care giver, will not count as service for any purpose.

## 44. SUPPORTING PARENT LEAVE

- 44.1 An employee who has twelve (12) months continuous service, is a non-primary care giver and whose partner gives birth or adopts a child is entitled to three (3) weeks paid supporting parent leave to be taken as an unbroken period within twelve (12) months of the birth or adoption of the child.

## 45. COMMUNITY SERVICE (EMERGENCY MANAGEMENT AND JURY SERVICE) LEAVE

- 45.1 In accordance with Part 2-2, Division 8 of the *Fair Work Act 2009* (Cth), leave for participation in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time, and ceremonial duties, will be approved. The executive manager may determine whether any or all of leave taken for participation in voluntary emergency management activities will be with pay.
- 45.2 An employee will continue to be paid by AMSA for any period of jury service, but will be required to pay to AMSA any amount of jury service pay received by the employee.

## 46. WAR SERVICE SICK LEAVE

- 46.1 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition(s).
- 46.2 A war-caused condition means an injury or disease of an employee that has been determined under the *Veterans' Entitlements Act 1986* (Cth) or other relevant legislation as amended from time to time, to be war-caused or defence-caused.

- 46.3 Eligible employees will accrue a credit of nine (9) weeks on commencement with AMSA and an annual credit of three (3) weeks for each year of AMSA service. Unused credits will accumulate to a maximum of nine (9) weeks.

## 47. SURVEYORS LEAVE

- 47.1 Where an employee is working as a Port Marine Surveyor or Principal Regional Port Marine Surveyor, an additional seventy six (76) hours paid leave (accruing on a fortnightly basis) will be approved for each completed year of service. This type of additional leave is known as surveyors leave.
- 47.2 The balance of surveyors leave will not be paid out to the employee on termination of their employment with AMSA or on promotion to another position within AMSA that does not include an entitlement to leave as set out in accordance with this clause.

## 48. DEFENCE RESERVISTS LEAVE

- 48.1 AMSA's requirements as a provider of emergency services dictate that defence reservists leave only be approved where operational circumstances permit.
- 48.2 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 48.3 An employee is entitled to defence reservists leave with pay, for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- 48.4 During the employee's first year of ADF Reserve service, a further two (2) weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 48.5 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, to enable the employee to undertake training as a member of the ADF Reserves.
- 48.6 Defence reservists leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 48.7 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 48.8 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.
- 48.9 Employees are not required to pay their tax free ADF Reserve salary to AMSA in any circumstances.

## 49. RELIGIOUS / CULTURAL LEAVE

- 49.1 An AMSA employee may access a maximum of two (2) days paid leave per annum for the purposes of observing a culturally significant or religious occasion. Religious/Cultural Leave is for the sole purpose of observing holy days or to attend essential religious or cultural duties associated with an employee's particular religious faith, culture or tradition.
- 49.2 AMSA may request that the employee provide reasonable evidence as to the nature of the activity/cultural ceremony that the employee aims to attend before granting paid leave to the employee for such purposes.

## 50. SPECIAL / MISCELLANEOUS LEAVE

- 50.1 In addition, the CEO may approve paid leave for other purposes, which counts as service for all purposes but is not to be paid out to the employee on termination of their employment with AMSA.

## 51. CHRISTMAS CLOSEDOWN

- 51.1 AMSA's offices will be closed from close of business on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day. During this period, referred to as the Christmas closedown, an Employee will be eligible to receive a total, not exceeding three (3) days (22.8 hours), of additional paid leave that will not impact an employees' annual leave balance.
- 51.2 Employees will be provided with time off for the working days between Christmas Day and New Year's Day and will be paid in accordance with their ordinary hours of work.
- 51.3 Where employees are not required or rostered to work during this period, there will be no deduction from Annual or personal leave credits for the closedown days.
- 51.4 Where employees are required to work during this period, the closedown day/s worked will be recorded as closedown days. This leave credit is not cumulative and must be used prior to 1 December of the following year with the agreement of their manager.

## 52. PURCHASED ANNUAL LEAVE

- 52.1 An employee having at least twelve (12) months continuous service with AMSA may apply to purchase annual leave.
- 52.2 The employee will be required to submit an application for purchased annual leave to their manager for approval. Applications for purchased annual leave will be considered having regard to the operational requirements of AMSA.

- 52.3 The employee may apply to purchase, in blocks of thirty eight (38) hours, up to one hundred and fifty two (152) hours additional annual leave per year. Leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a twelve (12) month period commencing on the first pay after the application to purchase annual leave is approved.
- 52.4 An employee will be required to take the purchased annual leave within twelve (12) months. The employee must get written approval to carry over any unused purchased annual leave.
- 52.5 Periods of purchased annual leave count for service and will not affect salary for superannuation or any other purpose.

## 53. PUBLIC HOLIDAYS

- 53.1 A full-time and part-time employee (excluding shift workers) will be entitled to the public holidays consistent with s.115 (a) of the *Fair Work Act 2009* (Cth).
- 53.2 Public holidays will be observed on the day specified by the relevant government authority for the holiday in the location of the employee, consistent with s.115 (b) of the *Fair Work Act 2009* (Cth). Local public holidays will be observed on a day specified according to the State, Territory or locality, as gazetted.
- 53.3 Where additional days are declared to apply generally in a State, Territory or locality, those days will also be observed in accordance with this clause.



# PART 9 – UNPAID LEAVE

## 54. LEAVE WITHOUT PAY

- 54.1 The executive manager may approve applications for leave without pay for a period of up to six (6) months, consistent with the provisions contained this agreement. Any applications for leave without pay for periods in excess of six (6) months, will require CEO approval.
- 54.2 Wherever possible, leave without pay must be applied for by the employee and approved by the relevant Manager or CEO in advance of the absence from the workplace.
- 54.3 Any period(s) of leave without pay totalling more than thirty eight (38) hours in any year will not count as service for any purposes under this agreement.

## 55. UNPAID LEAVE ENTITLEMENTS

- 55.1 An employee is entitled to unpaid leave of absence for the purposes of:
- a. maternity leave;
  - b. parental leave;
  - c. carer's leave;
  - d. defence reservists leave;
  - e. adoption leave; and
  - f. NAIDOC leave.

## 56. UNPAID MATERNITY / PARENTAL LEAVE

- 56.1 An employee is entitled to unpaid maternity / parental leave as if the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth) applied to employment with AMSA and consistent with the provisions included in the *Fair Work Act 2009* (Cth).
- 56.2 An employee is entitled to up to twelve (12) months' maternity / parental leave. Part of that leave may be paid in accordance with clauses 42 and 43.
- 56.3 AMSA will grant an extension of unpaid maternity / parental leave for a further period of up to twelve (12) months at an employee's request to a total maximum aggregate of twenty-four (24) months' leave.

## 57. UNPAID CARER'S LEAVE

- 57.1 An employee is entitled to two (2) days unpaid carer's leave to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member of the employee's immediate family or household.
- 57.2 The definition of an employee's immediate family is intended to mean the same as the definition included in clause 39.6 that defines immediate family with respect to personal leave entitlements.

## 58. UNPAID DEFENCE LEAVE

- 58.1 Unpaid defence leave may be approved by an executive manager.

## 59. UNPAID ADOPTION LEAVE

- 59.1 Adoption leave is provided in accordance with Division 5, s.68 of the *Fair Work Act 2009* (Cth).

## 60. NAIDOC LEAVE

- 60.1 An employee of Aboriginal or Torres Strait Islander descent will be granted leave without pay for ceremonial purposes connected with the death of a member of the employee's family or for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- 60.2 The maximum period of NAIDOC leave will be seventy six (76) hours in any period of two (2) years.

# PART 10 – RESIGNATION, TERMINATION OF EMPLOYMENT AND REDUNDANCY

## 61. RESIGNATION OR RETIREMENT

- 61.1 An on-going employee may terminate their employment by giving of four (4) weeks' notice (or such lesser period as is reasonable for a non-ongoing or casual employee). AMSA may waive the requirement for the employee to give some or all of this notice.
- 61.2 If the employee fails to give the period of notice or fails to serve out any part of that period of notice, AMSA will have the right to withhold monies equal to the amount of salary payable for the period not served.
- 61.3 AMSA may assign alternative duties to the employee during any period of notice.

## 62. SETTLEMENT OF DEBTS

- 62.1 Any amount that pertains to the employment relationship owed by the employee to AMSA or by AMSA to the employee will be immediately due and payable on termination of the employee's employment.
- 62.2 A certificate from AMSA's Chief Finance Officer (or equivalent) will be prima facie evidence of any certified amount owed by the employee to AMSA.
- 62.3 The employee authorises AMSA to deduct any amount certified, from any money payable to the employee on termination of employment.
- 62.4 Payment of an employee's final monies may be delayed if the employee has not returned or adequately accounted for AMSA equipment and/or property.

## 63. TERMINATION OF EMPLOYMENT

- 63.1 AMSA may terminate employment by giving an employee four (4) weeks' notice (or such lesser period as is reasonable for a non-ongoing or casual employee) or payment in lieu of notice. If an on-going employee is 45 years of age or over and has been employed by AMSA for a period of at least two (2) years and the termination of employment is occasioned by AMSA, the employee will be entitled to additional notice of one (1) week.

- 63.2 Where an employee is to be terminated for structural or other reasons, the employee will be entitled to redundancy provisions as outlined in clause 65.
- 63.3 If the employee fails to serve out any part of that period of notice mentioned in clause 63.1, AMSA will have the right to withhold monies equal to the amount of salary payable for the period not served.
- 63.4 AMSA may assign alternative duties to the employee during any period of notice. Termination, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures addressed in clause 30 of this agreement.
- 63.5 Nothing in the agreement prevents AMSA from terminating the employment of an employee for serious misconduct as outlined in clause 64 of this agreement.

## 64. SERIOUS MISCONDUCT

- 64.1 Where an employee is found to be in breach of the code of conduct, amounting to serious misconduct on behalf of the employee (whether as a result of inappropriate behaviour or failure to comply with AMSA policy) an executive manager may determine that “action” will be taken against that employee.
- 64.2 “Action” may include:
- a. counselling;
  - b. a formal written warning;
  - c. transfer to another job; or
  - d. termination of employment if the misconduct is serious enough to warrant immediate dismissal.
- 64.3 An employee may nominate a representative or support person to assist them in the discussions that take place in AMSA’s response to allegations of misconduct against the employee.
- 64.4 Nothing in this agreement prevents the executive manager from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the *Fair Work Act 2009* (Cth).

## 65. REDUNDANCY

- 65.1 Redundancy may arise on a voluntary or involuntary basis where:
- a. AMSA has made a decision that it no longer wishes the job being done by an employee to be performed by anyone and this is not due to the ordinary and customary turnover of labour;
  - b. The services of an employee cannot be effectively used because of technological or other changes in the work methods of AMSA , structural or other reasons or changes in the nature, extent or organisation of AMSA's functions; or
  - c. The duties usually performed by an employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and AMSA has determined that the provisions of this clause should apply to that employee.
- 65.2 Redundancy will not apply to employees engaged on a casual or non-ongoing basis. The general obligation on AMSA in these circumstances should be no more than to give the employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

### Consultation period

- 65.3 Where AMSA has made a decision that may lead to the termination of the employee's employment on the ground of redundancy, AMSA will hold discussions with the employee. These discussions will be considered as the consultation period, which will be a minimum period of four weeks.
- 65.4 The discussions held during the consultation period will include the consideration of measures that could be taken that would prevent the employee from being made redundant, the redeployment prospects of the employee (including relocation) and the appropriateness of using voluntary redundancy.
- 65.5 During the consultation period AMSA will provide written advice to the employee that contains relevant information about the decision that has been made, provided that AMSA will not be required to disclose confidential information where the disclosure of information may be harmful to AMSA's interests.

### Redundancy notification

- 65.6 Following the conclusion of the consultation period and if AMSA decides that redundancy is necessary, AMSA may commence action to terminate the employment of the employee on the grounds of redundancy.

- 65.7 At the conclusion of the consultation period, the employee will be invited to accept an offer of redundancy. To allow the employee to make an informed decision as to whether to accept the invitation or not, the employee will be supplied with information that indicates the:
- a. sum of money payable to the employee by way of severance pay, pay in lieu of notice and paid up leave credits, including taxation treatment of any payments; and
  - b. avenues available to the employee to seek information concerning their superannuation options.
- 65.8 If the employee rejects the offer of redundancy they cannot be offered the option a second time and will no longer be eligible for a redundancy based severance payment.

## Consideration period

- 65.9 An employee will have a consideration period up to one (1) month (or such other period as agreed between the employee and AMSA) from the date AMSA makes an offer redundancy to either accept or reject the offer of redundancy.
- 65.10 If the employee is placed in another on-going position at AMSA during the consideration period, the offer of redundancy will no longer be available to the employee. If the employee is placed in a non-ongoing position at AMSA during the consideration period, the offer of redundancy will be placed on hold until the end of the non-ongoing term.

## Notice of termination due to redundancy

- 65.11 If the employee accepts the offer of redundancy during or before the end of the consideration period, AMSA will provide the employee with written notice of termination of employment.
- 65.12 The period of notice of termination will be four weeks, or five weeks for an employee over 45 years of age. The employee may be required to work out this notice period, or if the employee wishes to leave their employment before the expiration of the notice period AMSA may agree to make payment in lieu for the unexpired portion of the notice period.

## Career transition assistance

- 65.13 During the consideration period, AMSA will reach agreement with the employee on a career transition assistance package of financial advice, training and other support with a cost up to a maximum of \$6,000.00 (including fringe benefits and other taxation). The provision of support other than training and financial advice will be at AMSA's discretion.

## Accepting an offer of redundancy

- 65.14 If an employee accepts an offer of redundancy they will be entitled to a severance payment, subject to any minimum amount the employee is entitled to under the NES and severance pay in respect of continuous Commonwealth service (as defined in the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth)) of the amount of two (2) weeks' pay (calculated at the employee's annual salary plus any superannuable Attachment E payments) for every completed year of service or part thereof, up to a maximum of fifty three (53) weeks. This will be inclusive of any notice periods prescribed in clause 65.12.

## Retention period

- 65.15 Should an employee not accept an offer of redundancy, their employment will then be scheduled to terminate at the end of the retention period. The retention period commences from the day the employee is invited to accept an offer of redundancy.
- 65.16 The intention of the retention period is to enable an excess employee to be redeployed to another suitable position within AMSA. During the retention period:
- a. AMSA will take all reasonable steps consistent with the interests of efficient administration to redeploy the employee to a suitable vacancy elsewhere within the organisation; and
  - b. The employee will take reasonable steps to secure alternative employment.
- 65.17 The retention period is two (2) weeks for every year of continuous Commonwealth service with a minimum period of three (3) months and a maximum period of seven (7) months.

# ATTACHMENT A – JOB CLASSIFICATION AND ANNUAL SALARY

The salary payable to employees under this agreement as set out in clause 7 and 9 are specified in Table 1, Table 2 and Table 3 below.

**TABLE 1 - AMSA Level Classification Employees**

AMSA Level	2016 (on commencement)	2017 (12 months from commencement)	2018 (24 months from commencement)
	1.7%	1.7%	1.7%
1.1	\$47,514	\$48,322	\$49,143
1.2	\$48,939	\$49,771	\$50,617
1.3	\$50,408	\$51,265	\$52,137
1.4	\$51,920	\$52,803	\$53,701
2.1	\$53,776	\$54,690	\$55,620
2.2	\$55,389	\$56,331	\$57,289
2.3	\$57,051	\$58,021	\$59,007
2.4	\$58,762	\$59,761	\$60,777
2.5	\$60,525	\$61,554	\$62,600
3.1	\$61,255	\$62,296	\$63,355
3.2	\$63,093	\$64,166	\$65,257
3.3	\$64,985	\$66,090	\$67,214
3.4	\$66,935	\$68,073	\$69,230
3.5	\$68,942	\$70,114	\$71,306
4.1	\$70,674	\$71,875	\$73,097
4.2	\$72,794	\$74,031	\$75,290
4.3	\$74,978	\$76,253	\$77,549
4.4	\$77,227	\$78,540	\$79,875
4.5	\$79,545	\$80,897	\$82,272
4.6	\$81,931	\$83,324	\$84,741



AMSA Level	2016 (on commencement)	2017 (12 months from commencement)	2018 (24 months from commencement)
	1.7%	1.7%	1.7%
5.1	\$82,238	\$83,636	\$85,058
5.2	\$84,705	\$86,145	\$87,609
5.3	\$87,246	\$88,729	\$90,237
5.4	\$89,864	\$91,392	\$92,946
5.5	\$92,559	\$94,133	\$95,733
5.6	\$95,337	\$96,958	\$98,606
5.7	\$98,196	\$99,865	\$101,563
6.1	\$100,317	\$102,022	\$103,756
6.2	\$103,326	\$105,083	\$106,869
6.3	\$106,426	\$108,235	\$110,075
6.4	\$109,618	\$111,482	\$113,377
6.5	\$112,907	\$114,826	\$116,778
6.6	\$116,294	\$118,271	\$120,282
6.7	\$116,994	\$118,983	\$121,006
7.1	\$120,504	\$122,553	\$124,636
7.2	\$124,119	\$126,229	\$128,375
7.3	\$127,843	\$130,016	\$132,226
7.4	\$131,678	\$133,917	\$136,194
7.5	\$135,629	\$137,935	\$140,280
7.6	\$139,697	\$142,072	\$144,487
8.1*	\$145,508	\$147,982	\$150,498
8.2*	\$149,874	\$152,422	\$155,013
8.3*	\$154,370	\$156,994	\$159,663
8.4*	\$159,002	\$161,705	\$164,454

8.1 = Entry Level Principal Advisor

8.2 = 12 Months Principal Advisor

8.3 = 24 Months Principal Advisor

8.4 = Section Head

Progression to AMSA Level 8.4 is via direct appointment by AMSA

**TABLE 2 – Port Marine Surveyor Classification Employees**

Classification	2016 (on commencement)	2017 (12 months from commencement)	2018 (24 months from commencement)
	1.7%	1.7%	1.7%
Entry Level Port Marine Surveyor	\$120,509	\$122,558	\$124,641
Port Marine Surveyor Level 1	\$130,945	\$133,171	\$135,435
Port Marine Surveyor Level 2	\$134,076	\$136,355	\$138,673
Senior Port Marine Surveyor	\$141,381	\$143,784	\$146,228

## TABLE 3 – Joint Rescue Coordination Centre Classification Employees

Trainee Search and Rescue Officers, Search and Rescue Officers and Senior Search and Rescue Officers – 2016 (on commencement).

Classification	2016 Base Salary	2016 Shift Allowance	2016 Total Salary*
	1.7%	36%	
Training (Entry)	\$88,663	\$0	\$88,663
SARO 1	\$90,421	\$32,552	\$122,973
SARO 2	\$97,095	\$34,954	\$132,049
SARO 3	\$99,956	\$35,984	\$135,940
SARO 4	\$102,075	\$36,747	\$138,822
SSARO 5	\$119,152	\$42,895	\$162,047
SSARO 6	\$122,661	\$44,158	\$166,819
SSARO 7	\$126,277	\$45,460	\$171,737

Trainee Search and Rescue Officers, Search and Rescue Officers and Senior Search and Rescue Officers – 2017 (12 months from commencement).

Classification	2017 Base Salary	2017 Shift Allowance	2017 Total Salary*
	1.7%	36%	
Training (Entry)	\$90,170	\$0	\$90,170
SARO 1	\$91,958	\$33,105	\$125,063
SARO 2	\$98,746	\$35,549	\$134,295
SARO 3	\$101,655	\$36,596	\$138,251
SARO 4	\$103,810	\$37,372	\$141,182
SSARO 5	\$121,178	\$43,624	\$164,802
SSARO 6	\$124,746	\$44,909	\$169,655
SSARO 7	\$128,424	\$46,233	\$174,657

Trainee Search and Rescue Officers, Search and Rescue Officers and Senior Search and Rescue Officers – 2018 (24 months from commencement)

<b>Classification</b>	<b>2018 Base Salary 1.7%</b>	<b>2018 Shift Allowance 36%</b>	<b>2018 Total Salary*</b>
Training (Entry)	\$91,703	\$0	\$91,703
SARO 1	\$93,521	\$33,668	\$127,189
SARO 2	\$100,425	\$36,153	\$136,578
SARO 3	\$103,383	\$37,218	\$140,601
SARO 4	\$105,575	\$38,007	\$143,582
SSARO 5	\$123,238	\$44,366	\$167,604
SSARO 6	\$126,867	\$45,672	\$172,539
SSARO 7	\$130,607	\$47,019	\$177,626

**SARO Key**

\*(Base Salary 2016 1.7% + 36% Shift Allowance 2016)

\*\* (Base Salary 2017 1.7% + 36% Shift Allowance 2017)

\*\*\* (Base Salary 2018 1.7% + 36% Shift Allowance 2018)

JRCC Chiefs – 2016 (on commencement)

<b>Classification</b>	<b>2016 Base Salary 1.7%</b>	<b>2016 Shift Allowance 24%</b>	<b>2016 Total Salary*</b>
Chief 1	\$133,249	\$31,980	\$165,229
Chief 2	\$137,199	\$32,928	\$170,127
Chief 3	\$141,268	\$33,904	\$175,172

JRCC Chiefs – 2017 (12 months from commencement)

<b>Classification</b>	<b>2017 Base Salary 1.7%</b>	<b>2017 Shift Allowance 24%</b>	<b>2017 Total Salary*</b>
Chief 1	\$135,514	\$32,523	\$168,037
Chief 2	\$139,531	\$33,487	\$173,018
Chief 3	\$143,670	\$34,481	\$178,151

JRCC Chiefs – 2018 (24 months from commencement)

<b>Classification</b>	<b>2018 Base Salary 1.7%</b>	<b>2018 Shift Allowance 24%</b>	<b>2018 Total Salary*</b>
Chief 1	\$137,818	\$33,076	\$170,894
Chief 2	\$141,903	\$34,057	\$175,960
Chief 3	\$146,112	\$35,067	\$181,179

**JRCC Chief Key**

\*(Base Salary 2016 1.7% + 24% Shift Allowance 2016)

\*\* (Base Salary 2017 1.7% + 24% Shift Allowance 2017)

\*\*\* (Base Salary 2018 1.7% + 24% Shift Allowance 2018)

# ATTACHMENT B – SALARY AND CAREER PROGRESSION – PORT MARINE SURVEYORS

## Operation and application

1. Principal Regional Port Marine Surveyors (PRPMS) have been integrated into the AMSA Level Classification structure as set out in Attachment A – Table 1 of this agreement. PRPMS commence at AMSA Level 8.1. Employees will be appointed to the position of PRPMS by the General Manager, Ship Safety.
2. PRPMS are AMSA employees who possess:
  - a. significant relevant industry experience; and
  - b. a Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, which may or may not be currently valid, or
  - c. a relevant Degree (e.g. Naval Architect).
3. Attachment B will apply to AMSA employees who possess minimum qualifications of Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, whether valid or not, or relevant equivalent Degree (e.g. Naval Architect) whose primary duties are associated with vessel inspections and port state control, examinations, audit, investigations, training and monitoring and enforcement of National and International Regulations.
4. The Port Marine Surveyors classifications and remuneration progression within the classification structure as outlined in Attachment A – Table 2 of this agreement, are linked to agreed professional development steps.
5. The agreed professional development steps will be subject to review in the event of changes to Regulations or AMSA obligations impacting on the Port Marine Surveyor role. The parties to this agreement, including representatives of the Port Marine Surveyors, will consult and agree on any such changes and their implementation and if necessary, in accordance with Part 5 of this agreement.

## Classification descriptions

6. **Entry Level Port Marine Surveyor** – an AMSA employee with no prior AMSA service appointed to the position of Port Marine Surveyor.
7. **Port Marine Surveyor Level 1** – a Port Marine Surveyor who has completed 12 months satisfactory service with AMSA and who has completed the required familiarisation and training in accordance with the AMSA surveyor training package.

8. **Port Marine Surveyor Level 2** – a Port Marine Surveyor who has completed twenty-four (24) months satisfactory service with AMSA carrying out the duties of a Port Marine Surveyor and who has completed the required training in accordance with the AMSA surveyor training package.
9. **Senior Port Marine Surveyor** – a Port Marine Surveyor who has either:
  - a. completed thirty-six (36) months satisfactory service with AMSA carrying out the duties of a Port Marine Surveyor, having completed the required training in accordance with the AMSA surveyor training package, and who undertakes any two of the following:
    - i. appointed examiner;
    - ii. appointed ISM Auditor;
    - iii. appointed surveyor trainer;
    - iv. lead investigator in two (2) investigations leading to consideration for referral to CDPP;
    - v. marine Casualty Officer training including HUET and winching training;
    - vi. completion of a significant project at request of the General Manager, Ship Safety which demonstrated an in-depth understanding of legislation/management or the business of AMSA.
  - b. completed seventy-two (72) months satisfactory service with AMSA carrying out the duties as a Port Marine Surveyor.
10. Progression within the classification structure as set out in Attachment A – Table 2 of this agreement, is subject to participation in AMSA's Performance Management Arrangements and receiving an overall rating of "meets expectations" or above.
11. An employee engaged as a Port Marine Surveyor may have reasonable personal use of a motor vehicle. More information can be found in relevant AMSA policy.
  - a. Reasonable personal use of the AMSA motor vehicle will be permitted during periods of paid leave not exceeding six (6) cumulative weeks in any calendar year. Reasonable personal use during periods of paid leave exceeding six (6) weeks in any calendar year or for periods of unpaid leave is not permitted unless specific authorisation is granted by AMSA.
  - b. AMSA will incur any expenses for registration, insurance, repairs, maintenance and running costs (including fringe benefits tax and business related toll charges) that arise through normal use and fair wear and tear of, and may be payable for, the motor vehicle. The employee will be required to care for the vehicle in a reasonable manner and accurately maintain a motor vehicle logbook for such periods and in such a manner as AMSA may determine.
12. Port Marine Surveyors total annual consolidated hours will not exceed 2145 per annum.

## Pilbara allowance

13. A Port Marine Surveyor located in the Pilbara, will be entitled to an allowance as listed in Attachment E.
14. A full-time Port Marine Surveyor when working in the Pilbara will accrue an additional thirty eight (38) hours of recreation leave for each completed year of service.
15. A Port Marine Surveyor located in the Pilbara and their partner and dependents residing with the employee, will be entitled to a return airfare to Perth twice for each completed year of service.
16. In addition, Port Marine Surveyors located in the Pilbara will be provided with a house for a nominal annual rental amount and subsidy towards electricity, subject to the employee entering into a tenancy agreement with AMSA.
17. The General Manager Ship Safety may authorise other benefits to employees in remote localities.

# ATTACHMENT C – SALARY AND CAREER PROGRESSION – ADVISORS: MARITIME PROFESSIONALS

## Operation and application

1. The Advisors classification will commence at an AMSA level 6.4. Principal Advisors will commence at an AMSA level 8.1. Section heads will be classified at AMSA Level 8.4.

## Classification descriptions

2. **Advisors** are AMSA employees who possess a relevant maritime qualification including:
  - a. a Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, whether valid or not, or
  - b. a relevant Degree or experience
3. **Principal Advisors** are AMSA employees who possess:
  - a. significant relevant industry experience; and
  - b. a Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, whether valid or not, or
  - c. a relevant Degree (e.g. Naval Architect).
4. **Section Heads** are employees who possess the qualifications and experience as set out in section 3 above and are appointed by AMSA to this classification.



# ATTACHMENT D – SALARY AND CAREER PROGRESSION – SEARCH AND RESCUE OFFICERS

## Operation and application

1. Employees engaged as a Search and Rescue Officer under this agreement, will be engaged to a level within the classification structure as set out in Table 3 – Attachment A as either a Training SARO (Entry) Level employee, a Search and Rescue Officer (SARO 1 – 4), a Senior Search and Rescue Officer (SSARO 5 – 7) or as an Joint Rescue Coordination Centre Chief (JRCC Chief 1 – 3).

## Classification descriptions

2. **TRAINING SARO (Entry)** – An employee undertaking initial training as a Search and Rescue Officer with the National Search and Rescue School. An employee at this level may be paid a shift allowance during this training period when working a cyclical roster. An employee at this level will be required to complete a SARO Assessment Course during on or before their first 18 months of employment with AMSA. Permanent employment beyond this period is based upon the employee satisfactorily completing the requirements set out as part of the SARO training course.
3. **SARO 1** – An employee assessed as being competent at the final SARO assessment undertaken by the SAR school and is qualified to keep shifts under close supervision.
4. **SARO 2** – An employee who has completed a minimum of 12 months at SARO 1 and is assessed as competent in performing the duties of SARO under minimal supervision.
5. **SARO 3** – An employee who has completed a minimum of 12 months at SARO 2 and is assessed as competent in an extended range of SARO duties under minimal supervision. For the purposes of the AMSA performance management arrangements SARO 3 is regarded as the top of the SARO classification range.
6. **SARO 4** – An employee who has been assessed as competent at the final SMC training assessment undertaken by the SAR school and is qualified to keep shifts as a SMC. The employee (roster dependent) may undertake shifts in the role of a SSARO and will be eligible for HDA payments during these periods.

7. **SSARO 5** – An employee who has satisfactorily met the requirements of the SSARO role and has been appointed to a permanent SSARO position. This employee carries out the duties and responsibility of a SAR mission coordinator and supervises employees with assistance from the supervising JRCC Chief.
8. **SSARO 6** – An employee who has completed a minimum of twelve (12) months at SSARO 5 and is assessed as competent to fulfil the roles of SSARO with minimal supervision and has taken a portfolio lead as per the JRCC requirements. For the purposes of the AMSA performance management arrangements SSARO 6 is regarded as the top of the SSARO classification range.
9. **SSARO 7** – An employee who has completed a minimum of twelve (12) months at SSARO 6 and has been assessed as competent to fulfil the roles of SSARO and has either:
  - a. commenced duties as either an acting JRCC Chief or SAR School instructor;
  - b. successfully completed the JRCC Chief Preparation Program; or
  - c. undertaken a substantial development project with significant responsibility equivalent to Attachment D, part 9 a. and b. with the approval of the General Manager Search and Rescue.
10. **JRCC Chief 1** – An employee who has satisfactorily met all the requirements of the JRCC Chief role and has been appointed to a permanent JRCC Chief position. This employee carries out the duties and responsibilities of daily JRCC management and maintains competence in the role of SSARO.
11. **JRCC Chief 2** – An employee who has completed a minimum of twelve (12) months at JRCC Chief 1 and is assessed as competent to fulfil the roles of SSARO and JRCC Chief and performs at least one Major exercise in line with the business requirements of Search and Rescue.
12. **JRCC Chief 3** – An employee who has completed a minimum of twelve (12) months at JRCC Chief 2 and is assessed as competent to fulfil the roles of SSARO and JRCC Chief and holds a Portfolio that is related to the administration of the Joint Rescue Coordination Centre. This employee can perform the duties of Acting Manager SAR Operations on request.

## JRCC Chief Preparation Program

13. Once a SSARO 6 has been identified in his or her performance agreement that he or she is at an appropriate level to commence JRCC Chief training, the employee should commence the JRCC Chief Preparation Program. This program is a self-paced study program, which includes AMSA internal training as well as training that is provided on a commercial basis. The program is ideally conducted over a period of between twelve (12) and eighteen (18) months and is a prerequisite for an employee moving into the classification of a JRCC Chief Level under this agreement, as set out in Table 3 – Attachment A.

# ATTACHMENT E – ADDITIONAL PAYMENTS

Additional payment will be made to an eligible employee under this agreement, by way of an allowance. Allowances will increase each year in accordance with the percentage increase applied to an employee's base annual salary as set out in the table below.

Payment	2016 (on commencement Amount) 1.7%	2017 (12 months from commencement Amount) 1.7%	2018 (24 months from commencement Amount) 1.7%	Counts For Super?
First Aid - Rate 1	\$504.39*	\$512.96*	\$521.68*	Yes
First Aid – Rate 2	\$617.72*	\$628.22*	\$638.90*	Yes
First Aid – Rate 3	\$757.70*	\$770.58*	\$783.68*	Yes
Fire Warden, Health and Safety Representative and Workplace Harassment Officer	\$473.28*	\$481.33*	\$489.51*	Yes
Foreign Language – Rate 1	\$1,033.22*	\$1,050.78*	\$1,068.64*	Yes
Foreign Language – Rate 2	\$ 2,064.23*	\$2,099.32*	\$2,135.01*	Yes
On-call Allowance	\$529.04 per week	\$538.03 per week	\$547.18 per week	Yes
Pilbara Allowance	\$10,580.87*	\$10,760.74*	\$10,943.67*	Yes
Camping Allowance	\$126.97 per night	\$129.13 per night	\$131.33 per night	Yes
Off-Shore (at-sea) Allowance	\$126.97 per night	\$129.13 per night	\$131.33 per night	Yes
Discretionary Allowance	Variable	Variable	Variable	Variable

\* these amounts are annualised payments to be included as part of salary

## ADDITIONAL PAYMENTS – ELIGIBILITY CRITERIA

### First Aid

1. The following qualifications are required for payment of First Aid Allowance at the relevant rate:

#### **Rate 1 – Certificate Standard A**

Senior First Aid (Level 2) Certificate of St John Ambulance Australia; or  
Senior First Aid Certificate of the Australian Red Cross Society; or  
an equivalent qualification.

#### **Rate 2 – Certificate Standard B**

Advanced First Aid (Level 3) Certificate of St John Ambulance Australia; or  
Australian Red Cross Occupational First Aid Course Certificate; or  
an equivalent qualification.

#### **Rate 3 – Certificate Standard 3**

Occupational First Aid Certificate of St John Ambulance Australia; or  
an equivalent qualification.

### Fire Warden, Health and Safety Representative and Workplace Harassment Officer allowance

2. An employee will be paid an annual allowance as outlined in Attachment E to be paid fortnightly, if they have been appointed as a Fire Warden, Health and Safety Representative or Workplace Harassment Officer. These appointments will be subject to the employee:
  - a. being nominated and elected if required;
  - b. having completed the necessary training course specific to that role; and
  - c. agreeing to discharge those responsibilities in respect of all other employees.
3. Employees may hold more than one appointment, but will only be entitled for payment for one allowance.
4. A Fire Warden, Health and Safety Representative or Workplace Harassment Officer allowance will count as salary for superannuation purposes.

### Foreign language allowance

5. An employee who possesses a level of language skills or qualifications mentioned in this Attachment is entitled to be paid foreign language allowance at the appropriate rate set out in Attachment E if AMSA determines there is an identifiable and continuing need to provide client or employee services in a language other than English.

6. The employee is entitled to be paid the foreign language allowance at Rate 1 if:
  - a. the employee has passed the Language Aide Test conducted by the National Accreditation Authority for Translators and Interpreters (NAATI); or
  - b. the employee is recognised by NAATI as having a proficiency equivalent to that mentioned in paragraph (a); or
  - c. the employee is assessed as being at a level equivalent to the level mentioned in paragraph (a) or (b) by an individual or body approved by the CEO; or
  - d. the employee is waiting to be assessed by means of an assessment mentioned in paragraph (c), and the employee's supervisor certifies that the employee uses the language skills to meet operating requirements of the workplace.
7. The employee is entitled to be paid the foreign language allowance at Rate 2 if:
  - a. the employee is accredited or recognised by NAATI at the Paraprofessional Interpreter level or above; or
  - b. the employee is assessed as being at a level equivalent to that level by an individual or body approved by the Secretary.

## Discretionary allowance

8. The CEO will have a general discretion to authorise allowances not otherwise provided for under this agreement. These allowances will be payable in such circumstances and on such conditions as the CEO may determine.

# ATTACHMENT F – SUPPORTED WAGE SYSTEM

This Attachment defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

## 1. DEFINITIONS

- 1.1 Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 1.2 Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- 1.3 Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- 1.4 Relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
- 1.5 Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au)).
- 1.6 SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

## 2. ELIGIBLE EMPLOYEES

- 2.1 Employees covered by this Attachment will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 2.2 The Attachment does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### 3. SUPPORTED WAGE RATES

- 3.1 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum salary as set out in Table E:

Table E

Assessed Capacity	% of salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.2 Provided that the minimum amount payable must be not less than \$81 per week.
- 3.3 If an employee's assessed capacity is 10 percent or less, AMSA will provide a higher degree of assistance and support to the employee.

### 4. ASSESSMENT OF CAPACITY

- 4.1 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
- 4.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### 5. LODGEMENT OF SWS WAGE ASSESSMENT AGREEMENT

- 5.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- 5.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## 6. REVIEW OF ASSESSMENT

- 6.1 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

## 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 7.1 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

## 8. WORKPLACE ADJUSTMENT

- 8.1 An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## 9. TRIAL PERIOD

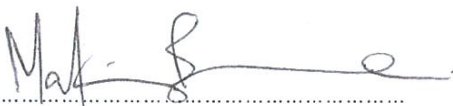
- 9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 9.2 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 9.3 The minimum amount payable to the employee during the Trial Period must be no less than \$81 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.



# FORMAL ACCEPTANCE OF THE AGREEMENT AND SIGNATORIES

Date 6/5/2016   
.....  
Michael Kinley  
Chief Executive Officer  
Australian Maritime Safety Authority  
82 Northbourne Avenue  
Braddon ACT 2612

Date 11.5.16   
.....  
Rupert Evans  
Deputy National President  
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Melbourne VIC 3000

Date 9.5.16.   
.....  
Martin Byrne  
Federal Secretary  
Australian Institute of Marine and Power Engineers  
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Date 6/5/2016.   
.....  
Lynette McWilliam  
Employee Bargaining Representative  
82 Northbourne Avenue  
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