



**Australian Government**  

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**Australian Maritime Safety Authority**

**Australian Maritime Safety Authority  
Union Collective Agreement 2009-2012**

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## **1. TITLE**

- 1.1 This agreement shall be known as the *Australian Maritime Safety Authority Union Collective Agreement 2009-2012*.

## **2. AGREEMENT STRATEGY**

- 2.1 The Australian Maritime Safety Authority and its employees are committed to:
- (a) working in partnership to achieve high standards of safety, performance, productivity and client service; and
  - (b) ensuring a working environment that attracts and retains competent staff and promotes career advancement in a manner which is mutually rewarding and that will assist AMSA to achieve its Corporate objectives.

## **3. APPLICATION AND PARTIES BOUND**

- 3.1 This agreement shall apply to the employment of persons by AMSA within the classifications or job titles specified in Attachments A, B & C.
- 3.2 This agreement shall not apply to the employment of:
- (a) the Chief Executive Officer;
  - (b) Deputy Chief Executive Officers, General Managers and Senior Managers who are parties to a Common Law Contract; and
  - (c) employees who are party to an Australian Workplace Agreement.
- 3.3 This agreement replaces the *Australian Maritime Safety Authority Certified Agreement 2006-2009*.
- 3.4 This agreement is made pursuant to section 328 of the *Workplace Relations Act 1996* and is binding upon:
- (a) the Chief Executive Officer of the Australian Maritime Safety Authority;
  - (b) the employees of the Australian Maritime Safety Authority whose employment is subject to the agreement;
  - (c) Australian Institute of Marine and Power Engineers;
  - (d) Australian Maritime Officers Union; and
  - (e) Community and Public Sector Union.
- 3.5 It is the intention of the parties that all of the provisions of this Agreement pertain to the employment relationship [or are ancillary thereto]. It is also the intention of the parties that if any clause or sub-clause is found not to pertain to the employment relationship [or be ancillary thereto] then the particular clause or sub-clause will be inoperative but the remainder of the Agreement will continue in force.

## **4. INDUSTRIAL AND OTHER INSTRUMENTS**

- 4.1 The relevant award for the purposes of the "no-disadvantage test" is the *Australian Maritime Safety Authority (Shore-Based Staff) Award 1999*.
- 4.2 This agreement is comprehensive and shall operate to the exclusion of awards and orders created under Part 10 of the *Workplace Relations Act 1996*. The Australian

Industrial Relations Commission is empowered to settle disputes over the application of this agreement in accordance with Part 13, Division 5 of the *Workplace Relations Act 1996* (see clause 6 Dispute Resolution Procedure).

## **5. DURATION**

- 5.1 This Agreement shall come into operation seven days from the date that the approval notice is issued by the Workplace Authority Director and shall have a nominal expiry date of three years after the date that the approval notice is issued.

## **6. DISPUTE RESOLUTION PROCEDURE**

- 6.1 This process will apply to disputes arising from matter covered in this agreement and/or disputes in relation to Occupational Health and Safety matters.
- 6.2 The primary responsibility for the dispute resolution process between AMSA and its employees rests with managers and their employees in the workplace. An employee may choose to be represented by a union representative, who may appear on their behalf, at any stage of the dispute resolution process.
- 6.3 The parties to the dispute must ensure that work continues normally and that work practices are in accordance with this agreement. In instances where a genuine safety issue is involved, employees will not be required to work in an unsafe environment but will undertake suitable alternative work at the same or an alternative location until the issue is resolved.
- 6.4 An employee who believes that a management decision has adversely affected him or her may request a written statement from the decision maker. The statement shall outline the decision taken and the reason(s) for that decision. The statement shall be provided to the employee within ten (10) days of the request being made or within such other timeframe as is reasonable in the circumstances and is advised to the employee.
- 6.5 Where a genuine effort has been made to resolve a disagreement at the workplace level but the disagreement continues, then the employee(s) involved may request the assistance of the relevant General Manager. This request shall be in writing and shall detail the particulars of the disagreement and the remedy or remedies sought.
- 6.6 Where the General Manager is unable to resolve the disagreement, then the employee(s) involved may request the assistance of the CEO. This request shall be in writing and shall detail the particulars of the disagreement and the remedy or remedies sought. The CEO may assist directly or may appoint a person or persons to assist with the resolution of the disagreement.
- 6.7 Where a dispute about the application or interpretation of this agreement is not resolved after following the steps specified in subclauses 6.1 – 6.6, either party to the dispute may refer the matter to the Australian Industrial Relations Commission (AIRC). Consistent with section 711 of the *Workplace Relations Act 1996*, the AIRC, by this agreement, is empowered to settle disputes over the application or interpretation of this agreement. The decision of the member will bind the parties, subject to either party exercising a right of appeal of the decision to a Full Bench.
- 6.8 If arbitration is necessary the AIRC may exercise the procedural process in relation to hearings, witnesses, evidence and submissions which the AIRC considers necessary to arbitrate effectively.
- 6.9 The AIRC may conduct any or all of the following dispute resolution procedures to assist the parties to the dispute to resolve that dispute; conferencing, mediation, assisted negotiation, neutral evaluation, case appraisal and conciliation.

- 6.10 AMSA and an employee or group of employees involved in a particular disagreement may agree to an alternative process for the resolution of that disagreement (e.g. mediation facilitated by a third party) at any time during the resolution process. Where agreement is reached on an alternative process, that process shall be observed and subclauses 6.2, 6.5, 6.6, 6.7 and 6.8 shall not apply. Unless otherwise agreed, AMSA shall bear the costs of any mediator.

## **7. CATEGORIES OF EMPLOYMENT**

- 7.1 An employee shall be engaged in one of the following employment categories:
- (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) fixed-term: a person engaged for a specified period of time or for the duration of a particular task(s) or project(s); or
  - (c) casual: a person engaged on an hourly basis.
- 7.2 An employee shall also be employed subject to one of the following work arrangements:
- (a) full-time: an employee engaged to work a regular pattern of hours averaging at least thirty eight (38) per week;
  - (b) part-time: an employee engaged to work a regular pattern of hours averaging less than thirty eight (38) per week; or
  - (c) casual: an employee engaged on an hourly basis and who is paid a salary loading of 20% in lieu of paid leave (except for long service leave) and notice of termination.

## **8. JOB CLASSIFICATION AND REMUNERATION STRUCTURE**

### Classifications

- 8.1 An employee shall be employed in one of the classifications or job titles outlined at Attachment A, B and C.
- 8.2 A job evaluation system or a work value matrix shall be developed within twelve (12) months of the commencement of this agreement as part of the remuneration policy and used to determine classification and remuneration in accordance with this agreement (except as otherwise provided at Attachment A, B or C).
- 8.3 An employee's commencement salary will be based on the minimum salary point for each classification level.
- 8.4 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 applicants qualifications, experience, value they bring to the position and market relativities.

### Remuneration

- 8.5 (a) The CEO may determine the annual remuneration for a job within the classification level determined by job evaluation or a work value matrix. The CEO may also determine annual remuneration for an employee above the maximum remuneration determined by job evaluation or a work value matrix. In the absence of special circumstances, the annual remuneration shall be determined at the minimum salary point for the classification level.

(b) 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.

- 8.6 The annual remuneration inclusive of superannuation for a job shall be determined in accordance with the following calculation:

$$\text{annual salary} \times 1.154 = \text{annual remuneration}$$

- 8.7 An employee may also be entitled to a payment in accordance with Attachment D.

#### Higher Duties Allowance

- 8.8 If an employee is required to perform in a position that is classified at a higher level than his/her own for a continuous period of 76 hours or more (regardless of whether this period consists of one or more public holidays) he/she is entitled to be paid higher duties allowance (HDA) for the total period of performance at the higher level.
- 8.9 The amount of HDA payable will normally be calculated by deducting the employee's ordinary salary rate from the bottom salary rate of the higher classification. The General Manager may, with the agreement of the employee, determine an alternative rate of payment.
- 8.10 In exceptional circumstances where an employee is undertaking some of the extra duties of a higher position but not sufficient to warrant payment at the higher classification, the General Manager may approve payment of HDA at an agreed amount.

#### Protection from Reduction

- 8.9 An employee employed at the date of commencement of this agreement shall not have his or her remuneration reduced as a result of implementation of clause 9.

### 9. SALARY INCREASES

- 9.1 Salary levels payable from the first full pay period seven days after the approval notice is issued and in each subsequent year of this agreement are set out in Attachment A, B and C. Additional Payments are set out in Attachment D.
- 9.2 Salaries and Additional Payments listed in column A of Attachments A, B, C and D include a 0.7% increase, payable from the first full pay period seven days after the approval notice is issued.
- 9.3 Attachment A, B, C and D Salaries and Additional Payments shall be increased by 4.7% from the first full pay period 12 months after commencement of this agreement. The salaries and Additional Payments are displayed in column B of each Attachment.
- 9.4 Attachment A, B, C and D Salaries and Additional Payments shall be increased by 4.3% from the first full pay period 24 months after commencement of this agreement. The salaries and Additional Payments are displayed in column C of each Attachment.

### 10. FLEXIBLE EMPLOYMENT ARRANGEMENTS

- 10.1 The parties to the agreement recognise that situations may arise where salary and benefits need to be supplemented to deal with special circumstances, including upward labour market pressures and labour shortages. The CEO may supplement the salary and/or benefits of an employee at any time. This may be for a fixed period and/or only apply when particular conditions are met.

- 10.2 Where such situations as referred to in subclause 10.1, are identified by a party to the agreement or by an employee covered by the agreement, consultation will occur with the party who identified the situation giving rise to the consultation prior to a decision being taken. Information about individual employees will not be provided to the union without the affected employee's consent.
- 10.3 The parties to the agreement agree that the principles by which flexible employment arrangements will be used are transparent and equitable.
- 10.4 The arrangements will be advised, in writing, to the affected employees and will be enforceable as if a term of this agreement.
- 10.5 Aggregated information on flexible employment arrangements will be available to parties to this agreement.

## 11. HOURS OF WORK

### Record of Hours

- 11.1 Each employee shall record her / his hours worked in a form nominated by AMSA.

### Quantum of Hours

- 11.2 (a) A full-time employee shall be required to work 1983 hours per year at an average of 38 hours per week.. These hours include all paid leave (including public holidays).
- (b) In addition, a full-time employee may be required to work additional hours where this is reasonably necessary for the efficient performance of her / his duties. Subject to subclauses 11.4 and 11.7, however, a full-time employee engaged in the salary classification of AMSA Level 1 - 5 should usually work a flexible pattern of attendance and absence that will average his / her annual hours at 1983.
- 11.3 A part-time employee shall be required to work less than 1983 hours per year. A part-time employee shall receive pro rata remuneration and entitlements based on the ratio:

annual part-time hours: 1983

### Additional Hours Payment

- 11.4 (a) An employee engaged in the classifications of AMSA Level 1 - 5 who has a specific requirement to work more than 1983 hours per year shall receive an additional hours payment in addition to his / her annual salary.
- (b) It is acknowledged that employees engaged in the classifications of AMSA Level 6 - 7 are already compensated for the requirement to work more than 1983 hours per year. AMSA Level 6 employees working to a roster, however, may receive an additional hours payment with the authorisation of the CEO (this authorisation has been given with respect to Senior Search and Rescue Officers and ERC Duty Chief).
- 11.5 The additional hours payment shall be determined at the commencement of the financial year (or at the time that the specific requirement to work additional hours is identified) and shall be calculated in accordance with the following formula:

additional hours x (hourly rate\* x 1.8) = additional hours payment

\*hourly rate to be the employees actual hourly rate up to a maximum of the AMSA 5.7 classification for all staff except those employed as a Search and Rescue Officer Level 1-7 or ERC Duty Chief, in which case actual hourly rate will be used.

- 11.6 AMSA shall review any additional hours payment by 30 June in each financial year and may cease or vary the additional hours payment to reflect any changes to the employee's specific requirement to work additional hours. Any change to an employee's additional hours payment shall only be made in consultation with the employee.
- 11.7 Given the unpredictable nature of requirements for additional hours in the Emergency Response Centre, an employee who is paid an Attachment D SARO Shiftwork Allowance will be paid for additional hours worked on a monthly retrospective basis at the rate determined in Clause 11.5.

#### Working Hours

- 11.8 An employee's actual working hours shall be determined by AMSA in consultation with the employee and with regard to operational requirements, occupational health and safety and the employee's personal preferences. Flexibility in working hours to accommodate personal preferences is encouraged but time off arrangements must be consistent with operational requirements, and be approved in advance by an employee's supervisor or manager.
- 11.9 Except in unusual and critical circumstances or where subject to shift rostering arrangements, an employee shall not be required to:
- (a) work for more than five (5) consecutive hours without a break of at least 30 minutes;
  - (b) work a total of more than twelve (12) hours on a single attendance at the workplace (except for rest and meal breaks);
  - (c) attend for work without at least an eight (8) hour break between attendances; or
  - (d) perform additional hours without the opportunity for a rest or meal break.
- 11.10 An employee is entitled to record at least two (2) hours for any period that she/he is required to attend for work. Where the employee has been recalled to work without notice, he / she may include reasonable time taken for travel to and from the workplace.

#### Part-time Work

- 11.11 It is recognised that, for a number of reasons, employees may seek to work on a part-time basis. There may also be circumstances where AMSA has a body of work that does not constitute a full-time workload.
- 11.12 Part-time work arrangements may be initiated and/or ceased by a General Manager or an employee in order to meet work or personal requirements. In either case, the commencement or cessation of, or any change to part-time work arrangements will be negotiated between the employee and his/her manager, and approved by the General Manager. The commencement of any approved arrangement will be four (4) weeks from the approval date or a lesser period if agreed.
- 11.13 An employee returning to work from maternity leave has the right to part-time employment for a period of twenty four (24) months from the time of returning to work. AMSA will try to accommodate any part-time employment request past this time but operational requirements will be considered in any decision to approve or not approve the request.
- 11.14 An agreement to enter into part-time work arrangements will be made in writing and will include details of the agreed days and hours to be worked.

## Travelling Time

- 11.15 Whenever possible, work programs shall 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). Where travel is required outside of the regular pattern of work and this is considered unduly onerous, AMSA may authorise an employee to record some or all of his / her travelling time as hours worked. Travelling time shall also be recorded where such time is to be billed to an external client.

## Flexi-time

### Access to Flexi-time

- 11.16 An employee engaged in the salary classification of AMSA Level 1-5 will be able to access flexi-time with the agreement of their manager. Use of flexi-time will be mutually agreed by the employee and manager in accordance with the section's work program.
- 11.17 Managers are responsible for ensuring that employees have an adequate opportunity to access accrued flexi-time leave. Flexi-time can be utilised to enable employees to start and finish work at times of their choosing, subject to operational requirements and with management approval.
- 11.18 Each employee shall record his/her time worked in a form nominated by AMSA. The manager is required to check and verify hours worked by employees periodically, to ensure that hours are maintained within the minimum/maximum time credits/debits as referred to in subclause 11.19 and 11.210. Managers should encourage employees to reduce time credits and time debit levels especially if limits are being reached.

## Time Credits

- 11.19 Employees may accrue time credits and may carry forward accrued time credits of thirty eight (38) hours indefinitely. Time credits will roll over at the end of each financial year. Subject to operational requirements, employees will be allowed to access as much consecutive flexi-time leave as they have accrued.

## Time Debits

- 11.20 Employees may carry forward a maximum time debit of 15.2 hours from one pay period to the next.
- 11.21 Employees with a maximum time debit of 15.2 hours may be required to take any additional debits as leave without pay. Supervisors should seek to ensure that employees do not reach the maximum time debit.
- 11.22 Time debits are to be cancelled by a commensurate deduction from salary should an employee leave AMSA.

## Professional Hours Scheme

- 11.23 (a) A full-time employee (except an employee carrying out the duties of a Port Marine Surveyor, SARO, SSARO or ERC Duty Chief) may participate in the professional hours scheme with the agreement of their manager. An employee who elects to participate may not subsequently withdraw from the scheme except with the agreement of AMSA.
- (b) An employee who elects to participate in the professional hours scheme shall work such hours as are required by AMSA for the efficient performance of his / her duties and shall accrue and take one (1) day of paid leave per month in lieu of any

entitlement to payment or time off for hours worked in excess of 1983 hours in any year.

(c) Notwithstanding paragraph 11.23(b), AMSA and an employee may agree, in writing, to accrue paid leave under this subclause up to a maximum of twelve (12) days. Leave so accrued shall be taken only by agreement between AMSA and the employee and any balance will not be paid out on termination of employment.

(d) The professional hours scheme does not apply to part-time and casual employees. Subclauses 11.3, 11.4, 11.5, 11.6 and 11.7 do not apply to an employee who elects to participate in the professional hours scheme. Subclause 11.2 shall apply but only for the purposes of workers' compensation and paid leave other than leave taken in accordance with this subclause.

(e) AMSA may review an employee's access to the professional hours scheme where the employee has not complied with his or her obligations under the scheme.

(f) Where an employee and their manager cannot reach agreement on access to the professional hours scheme, the matter will be referred to Human Resources. Human Resources will as far as practicable ensure that the parties comprehend the operation of the scheme and, if necessary, make a recommendation to the parties as a mediator or to the relevant General Manager for resolution.

(g) Employees may participate in the professional hours scheme or Flex-time scheme but not both schemes and must have her/his managers approval.

## **12. ON-CALL ALLOWANCE**

- 12.1 An employee who has been rostered to be contactable and available to be called out to perform extra duties outside normal work hours will be entitled to a payment for each week the employee is rostered calculated in accordance with Attachment D.
- 12.2 If the employee who is on-call is recalled to duty at a place of work, the employee will be paid a minimum of two hours pay at 1.8 times their rate of pay up to a maximum of an AMSA 5.7 classification.
- 12.3 In the case of rostered Information Services employees who are required to log on to a computer to perform a task the payment will be a minimum of one hours pay at 1.8 times their rate of pay up to a maximum of an AMSA 5.7 classification.
- 12.4 It is expected that employees will be available to answer phone calls at all times whilst rostered and able to attend a place of work within one hour (including travelling time) following notification.
- 12.5 Employees eligible to receive an On-Call allowance are subject to the conditions contained in AMSA's On-Call Policy.
- 12.6 This clause does not apply to AMSA Port Marine Surveyors, staff working in the Emergency Response Centre.

## **13. PAYMENT OF SALARY**

- 13.1 An employee's (other than a casual employee's) fortnightly salary is calculated in accordance with the following formula:

$$\text{annual salary} \times 12 / 313$$

- 13.2 Payment of salary shall be fortnightly via electronic funds transfer to an employee's nominated bank, building society or credit union account.

- 13.3 An employee is 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. Participation by the employee in AMSA's flexible Remuneration Packaging scheme will be in accordance with the relevant AMSA policy.

#### **14. PERFORMANCE MANAGEMENT**

- 14.1 An employee shall participate in AMSA's performance management system. The system provides for a cycle of communication and assessment between 1 July and 30 June in each year.
- 14.2 The system provides for pay point increments within AMSA's salary classification levels. 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. An employee assessed as 'exceeds expectations' 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. All incremental advancement will be from 1 July each year, commencing from 2010.
- 14.3 An employee who is assessed as 'does not meet expectations' will not receive a pay point increment and measures to improve performance will be outlined in their next performance agreement.
- 14.4 All employees assessment ratings are subject to a moderation process by the Executive Management Group.
- 14.5 Detailed information in relation to the Performance Management Process is available in the Performance Management Process policy and guidelines.

#### **15. MISCONDUCT / UNDERPERFORMANCE**

- 15.1 Where an employee is found to be in breach of the code of conduct (whether as a result of inappropriate behaviour or failure to comply with AMSA policy) or is the subject of a process to manage underperformance, the CEO may determine that "action" will be taken against that employee.
- 15.2 "Action" for the purposes of subclause 15.1 includes:
- (a) counselling;
  - (b) a formal written warning;
  - (c) transfer to another job; or
  - (d) termination of employment.
- 15.3 The investigation process leading to a finding of a breach of the code of conduct and resultant action (not including termination of employment) taken in accordance with this clause may be reviewed by the Australian Industrial Relations Commission in accordance with subclause 6.7. The *Workplace Relations Act 1996* provides remedies for employees covered by this union collective agreement who have their employment terminated unlawfully or unfairly.

#### **16. PROBATION**

- 16.1 A new employee will be required to serve a three (3), or six (6) months probationary period in accordance with AMSA's Probation Policy. If a new employee is engaged as

a Search and Rescue Officer, the probation may be up to (18) eighteen months. The letter of offer to the new employee will specify the probation period.

- 16.2 The purpose of this probationary period is to establish whether an appropriate match has been made between the employee, the job and the work environment.
- 16.3 Continued employment beyond the three (3), six (6) or (18) eighteen months probation period will be subject to satisfactory completion of the probationary period.
- 16.4 Satisfactory completion of the probation period may depend on:
- (a) the employee satisfactorily performing his / her duties and meeting agreed standards of performance during the probationary period;
  - (b) AMSA being satisfied that the employee is a fit and proper person to be in AMSA's employ. An assessment of these criteria may involve the checking, where appropriate, of police records;
  - (c) the employee establishing that she / he is an Australian citizen. If she / he is not an Australian citizen the probation period may be extended up to a further twelve (12) months where citizenship requirements can be satisfied in this timeframe;
  - (d) the employee undergoing a medical examination by a medical officer (nominated by AMSA) which establishes that she / he is medically fit to perform the "duties"; and
  - (e) the employee consenting to the provision of medical records and information obtained during the medical examination to relevant AMSA employees.
- 16.5 AMSA may terminate the employment of the employee or extend the probationary period for a further three (3) or six (6) month period if any of the criteria in subclause 16.4 are not satisfied during the probationary period.
- 16.6 The CEO 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 CEO may determine.

## **17. SUPERANNUATION SALARY**

- 17.1 Employees are entitled to superannuation benefits as governed by the provisions of the relevant Acts.
- 17.2 Where an employee who is eligible to choose a superannuation fund other than the CSS, PSS or PSSap exercises such a choice, AMSA will pay an employer contribution to the employee's chosen fund that is the same as that applicable in the PSSap scheme as set out in the Trust deed, currently 15.4%.
- 17.3 Where choice of fund is exercised by the employee and they choose a fund other than one administered by ComSuper, AMSA requires that the fund is able to accept direct fortnightly electronic funds transfer.
- 17.4 AMSA will provide information on superannuation arrangements, including employer contributions and associated insurance arrangements, to employees.
- 17.5 An employee's participation in flexible Remuneration Packaging (see sub clause 13.3) will not affect his/her salary for superannuation purposes.

## **18. PAID LEAVE**

- 18.1 A full-time employee is entitled to paid leave of absence (which shall count as service) for the purposes of:

- (a) recreation leave;
- (b) sick leave;
- (c) compassionate leave;
- (d) long service leave;
- (e) maternity leave;
- (f) adoption leave;
- (g) supporting parent leave;
- (h) community leave;
- (i) war service sick leave;
- (j) jury service leave;
- (k) other leave; and
- (l) surveyors leave.

18.2 In addition, the CEO may approve paid leave for other purposes and will approve other paid leave (including for carer's purposes) in accordance with subclause 18.38.

18.3 Wherever possible, paid leave must be applied for by the employee and approved by the relevant manager or supervisor in advance of the absence from the workplace. In all other cases, leave must be applied for as soon as possible.

#### Recreation Leave

18.4 A full-time employee shall accrue one hundred and fifty two (152) hours of recreation leave for each completed year of service.

18.5 A full-time employee when working as a shift-worker shall accrue an additional thirty eight (38) hours of recreation leave for each completed year of service.

18.6 Recreation leave accrues on a daily basis and counts as service for all purposes.

18.7 A full-time employee with a recreation leave balance in excess of three hundred and forty two (342) hours in any year may be directed to take leave that will reduce the leave balance by a maximum of twenty five(25) per cent.

18.8 An employee's recreation leave balance shall be paid out on termination of employment or where the employee has died or is presumed to have died.

18.9 An employee with a recreation leave balance in excess of one hundred and fifty two (152) hours at the commencement of the agreement may apply in writing to cash out excess leave once only. This offer will only be available for six months from the date the agreement is approved. The residual leave balance after cashing out excess leave will be no less than one hundred and fifty two (152) hours.

#### Sick Leave

18.10 A full-time employee shall accrue one hundred and fourteen (114) hours of sick leave for each completed year of service.

- 18.11 In the first year of employment, sick leave shall accrue on a daily basis. On the anniversary of employment in each subsequent year, the full-time employee shall be credited with a further one hundred and fourteen (114) hours. Sick leave counts as service for all purposes.
- 18.12 Sick leave may be taken in the event that the employee is unfit for duty because of personal illness or injury.
- 18.13 AMSA may require documentation from a registered health practitioner in respect of sick leave taken by an individual employee. This shall only apply to sick leave taken after the employee has been advised of the requirement to produce the appropriate documentation.
- 18.14 The employee must notify his / her supervisor of the intention to take sick leave prior to the ordinary commencing time of work or, where this is not practicable, as soon as possible thereafter.
- 18.15 Sick leave is not payable during any period in which the employee is entitled to workers' compensation. Where sick leave has been taken before a claim is accepted, the sick leave will be re-credited when the insurer reimburses AMSA for the period of leave.
- 18.16 An employee's sick leave balance will not be paid out upon termination of employment.
- 18.17 In addition to carer's leave available in accordance with paragraph 18.38 (a), an employee may access up to fifteen (15) days of his or her accrued sick leave in any year where the leave is required to provide care for an ill or injured member of the employee's immediate family. This leave shall only be approved where the employee has documentation from a registered health practitioner stating that the ill or injured person requires full-time care for the period of the leave.

#### Compassionate Leave

- 18.18 An employee is entitled to paid compassionate leave on each occasion as follows:
- (a) Two (2) 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.
- 18.19 For the purposes of this clause, "immediate family" means partner, child (including adopted child, foster child, step child or ex-nuptial child), parent (including parent of a partner, foster parent, step parent and legal guardian), grandparent, grandchild or sibling.
- 18.20 The General Manager may give approval for an employee to extend compassionate leave as outlined in sub clause 18.18 (b).
- 18.21 If an incident as described in sub clause 18.18 occurs while an employee is on annual leave, sick leave, carer's leave or long service leave and the employee provides supporting evidence, the annual leave, sick leave, carer's leave or long service leave may be re-credited to the extent of the compassionate leave.

#### Long Service Leave

- 18.22 Long service leave is provided in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

## Maternity Leave

- 18.23 An employee is entitled to paid maternity leave as if the Maternity Leave (Commonwealth Employees) Act 1973 applied to employment with AMSA, plus an additional two (2) weeks paid leave, providing a total of fourteen (14) weeks paid maternity leave.
- 18.24 The employee may elect to take the fourteen (14) weeks paid maternity leave as twenty eight (28) weeks at half pay.

## Adoption Leave

- 18.25 An employee who is the primary care giver is entitled to fourteen (14) weeks paid adoption leave for the purposes of adopting a child.
- 18.26 The employee may elect to take the fourteen (14) weeks paid adoption leave as twenty eight (28) weeks at half pay.
- 18.27 The employee is also entitled to an additional period of adoption leave to care for an adopted child up to a maximum of fifty two (52) weeks (including the paid period of leave). The additional period of leave will be without pay and will not count as service for any purpose.

## Supporting Parent Leave

- 18.28 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 seventy six (76) hours paid supporting parent leave to be taken as an unbroken period within twelve (12) months of the birth or adoption of the child.

## Community Leave

- 18.29 Leave with pay may be granted to an employee so that he/she can work on a voluntary basis for a recognised emergency management body for a period of up to thirty-eight (38) hours each service year.
- 18.30 A recognised emergency management body will be taken to mean:
- (a) a body that has a role or function under a designated disaster plan;
  - (b) a fire-fighting, civil defence or rescue body;
  - (c) any other body that's purpose substantially involves:
    - (i) securing the safety of persons or animals in an emergency or natural disaster;
    - (ii) protecting property in an emergency or natural disaster;
    - (iii) otherwise responding to an emergency or natural disaster;
- 18.31 Such leave shall only be granted when an employee, being a member of a volunteer organisation, is, or has been, called out to attend for operational purposes at a time when they would normally be at work. There will be no additional monetary benefit for the employee as a result of this leave being granted.
- 18.32 Community leave counts as service for all purposes and is subject to operational requirements.

## War Service Sick Leave

- 18.33 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition
- 18.34 A war-caused condition means an injury or disease of an employee that has been determined under the *Veterans' Entitlements Act 1986* or other relevant legislation as amended from time to time, to be war-caused or defence-caused.
- 18.35 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.

#### Jury Service Leave

- 18.36 An employee required to attend a court for jury duty will be entitled to paid leave of absence for the period of jury duty.
- 18.37 An employee applying for jury service leave must produce evidence of the requirement for him / her to attend the court. Upon the conclusion of the jury duty, the employee must also produce evidence of the duration of the jury duty.
- 18.38 Where an employee receives a payment from the court for a period of jury duty, other than payment for costs incurred, he or she must either pay that amount to AMSA or repay an equivalent amount of salary.

#### Other Leave

- 18.39 In accordance with subclause 18.2, the CEO shall approve other paid leave (to count as service for all purposes but not to be paid out on termination of employment) in the following circumstances:
- (a) an employee is entitled to up to thirty eight (38) hours carer's leave in any year where the leave is required to provide care for an ill or injured member of the employee's immediate family. This leave is not cumulative.
  - (b) where an employee is required to attend proceedings before the Australian Industrial Relations Commission, Administrative Appeals Tribunal, Human Rights and Equal Employment Opportunity Commission or any other similar court or tribunal;
  - (c) where operational circumstances permit and the purpose of the leave is to enable the employee to attend appropriate training(e.g. on industrial relations training): and

#### Surveyors Leave

- (c) where an employee is working as a Port Marine Surveyor, an additional seventy six (76) hours paid leave (accruing on a daily basis) will be approved for each completed year of service.

#### Defence Leave

- 18.40 AMSA's unique requirements as a provider of emergency services dictate that Defence Leave only be approved where operational circumstances permit.
- 18.41 With the relevant approval, a Defence Reservist undertaking Defence service may take four (4) weeks (20 working days or 28 calendar days) leave on full pay each year. This entitlement may be accumulated and taken over not greater than a two-year period.
- 18.42 With the relevant approval, a Reservist attending recruit or initial employment training may take an additional two (2) weeks paid leave.

18.43 Whilst on Defence Leave, Reservists will not be required to pay their tax-free Reserve salary to AMSA. Leave for Defence service, whether with or without pay or on top-up pay, shall count for service for all purposes except that a period or periods of leave without pay in excess of six (6) months shall not count as service for annual leave purposes.

## 19. UNPAID LEAVE

19.1 An employee is entitled to unpaid leave of absence for the purposes of:

- (a) maternity leave;
- (b) parental leave;
- (c) defence leave;
- (d) adoption leave; and
- (e) ceremonial leave.

19.2 In addition, the CEO may approve unpaid leave for other purposes.

19.3 Wherever possible, unpaid leave must be applied for by the employee and approved by the relevant manager or supervisor in advance of the absence from the workplace. In all other cases, leave must be applied for as soon as possible.

19.4 Unless the CEO determines otherwise, any period(s) of unpaid leave totalling more than thirty eight (38) hours in any year shall not count as service for any purpose.

### Maternity Leave

19.5 An employee is entitled to unpaid maternity leave as if the *Maternity Leave (Commonwealth Employees) Act 1973* applied to employment with AMSA.

### Parental Leave

19.6 Unpaid parental leave is provided in accordance with Division 6 - Subdivision F of the *Workplace Relations Act 1996*.

### Defence Leave

19.7 Unpaid Defence leave may be taken in accordance with subclause 18.42 of this agreement.

### Adoption Leave

19.8 Adoption leave is provided in accordance with Division 6 – Subdivision I of the *Workplace Relations Act 1996*.

### Ceremonial Leave

19.9 An employee of Aboriginal or Torres Strait Islander descent or an employee of a particular religious group shall 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 or for other traditional religious or ceremonial obligations.

19.10 The maximum period of ceremonial leave shall be seventy six (76) hours in any period of two (2) years

## 20. PUBLIC HOLIDAYS

20.1 A full-time and part-time employee (excluding shift workers) shall be entitled to the following public holidays:

- |                    |                 |                                       |
|--------------------|-----------------|---------------------------------------|
| * New Year's Day   | * Australia Day | * Good Friday                         |
| * Easter Saturday  | * Easter Monday | * ANZAC Day                           |
| * Queen's Birthday | * Eight Hours   | * Christmas Day                       |
| * Boxing Day       | * Labour Day    | * Local Holiday<br>(where applicable) |

20.2 Public holidays shall be observed on the day specified by the relevant government authority for the holiday in the location of the employee.

20.3 The Local Holiday shall be observed on a day specified according to the State, Territory or locality. Where additional days are declared to apply generally in a State, Territory or locality, those days shall also be observed in accordance with this clause.

20.4 In addition to the public holiday's provided, the CEO may determine one additional days leave for employees of the Australian Maritime Safety Authority.

## 21. PURCHASED (48/52) LEAVE

21.1 A full-time employee having at least twelve (12) months continuous service with AMSA may participate in AMSA's purchased leave scheme.

21.2 Participation will require the employee to submit an application for purchased leave to their manager for approval. Applications for purchased leave will be considered having regard to the operational requirements of AMSA.

21.3 The employee may apply to purchase, in blocks of thirty eight (38) hours, up to one hundred and fifty two (152) hours additional 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 leave is approved.

21.4 An employee will be required to take the purchased leave within twelve (12) months. The employee must get written approval to carry over any unused purchased leave.

21.5 Periods of purchased leave count for service and will not affect salary for superannuation or any other purpose.

## 22. PILBARA ENTITLEMENTS

22.1 An employee located in the Pilbara shall be entitled to an allowance as listed in Attachment D.

22.2 A full-time employee when working in the Pilbara shall accrue an additional thirty eight (38) hours of recreation leave for each completed year of service.

22.3 An employee located in the Pilbara and his / her partner and dependents residing with the employee shall be entitled to a return airfare to Perth twice in each year.

22.4 An entitlement in accordance with subclause 22.3 may be cashed out or converted to a different destination in accordance with AMSA's relevant policy.

22.5 In addition, employees located in the Pilbara will be provided with a house for a nominal fortnightly rental amount and subsidy towards electricity and phone costs, subject to the employee entering into a tenancy agreement with AMSA.

22.6 The CEO may authorise other benefits to staff employed in remote localities.

### **23. TERMINATION OF EMPLOYMENT**

- 23.1 AMSA may terminate employment by giving an employee four (4) weeks notice (or such lesser period as is reasonable for a fixed-term or casual employee) or payment in lieu of notice. If an ongoing 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, he or she shall be entitled to additional notice of one (1) week. .
- 23.2 Where an employee is to be terminated for structural or other reasons, the employee shall be entitled to redundancy provisions as outlined in clause 24.
- 23.3 If the employee fails to serve out any part of that period of notice mentioned in clause 23.1., AMSA will have the right to withhold monies equal to the amount of salary payable for the period not served.
- 23.4 AMSA may assign alternative duties to the employee during any period of notice.
- 23.5 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- Division 4 of Part 12 of the *Workplace Relations Act 1996*;
  - other Commonwealth laws (including the Constitution); and
  - at common law.
- 23.6 Termination or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures addressed in clause 6 of this agreement.
- 23.7 Nothing in the agreement prevents AMSA from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with paragraph s661 of the *Workplace Relations Act 1996*.

### **24. REDUNDANCY**

- 24.1 Where AMSA has made a decision that may lead to the termination of the employee's employment on the ground of redundancy, AMSA shall hold discussions with the employee. Redundancy may arise 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.
- 24.2 These discussions 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 re-location) and the appropriateness of using voluntary redundancy.
- 24.3 For the purposes of subclause 24.1 and 24.2 AMSA will provide written advice to the employee that contains relevant information about the decision that has been made, provided that AMSA shall not be required to disclose confidential information where the disclosure of information may be harmful to AMSA's interests.

- 24.4 If, following the discussions referred to in subclause 24.1 and 24.2, AMSA decides that redundancy is necessary, AMSA may commence action to terminate the employment of the employee on the grounds of redundancy.
- 24.5 The employee will be invited to accept an offer of voluntary 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 his / her superannuation options.
- 24.6 On receipt of the invitation referred to in subclause 24.5, the employee has up to one month (or such other period as agreed between the employee and AMSA) to accept or reject the offer of voluntary redundancy. During this month, AMSA shall reach agreement with the employee on a package of financial advice, training and other support with a cost up to a maximum of \$6000 (including fringe benefits and other taxation). The provision of support other than training and financial advice shall be at AMSA's discretion.
- 24.7 If the employee accepts the offer of voluntary redundancy, AMSA will give the employee written notice of termination of employment in accordance with subclause 23.1.
- 24.8 In accepting an offer of voluntary redundancy, an employee shall be entitled to severance pay in respect of continuous Commonwealth service (as defined in the Long Service Leave (Commonwealth Employees) Act 1976) in the amount of two weeks pay (calculated at the employee's annual salary plus any superannuable Attachment B payments) for every completed year of service or part thereof, up to a maximum of fifty three (53) weeks. This shall be inclusive of any notice periods prescribed in subclause 24.7.
- 24.9 The employee may elect to receive or AMSA may, at its discretion, pay the employee in lieu of the notice period for the whole or any unexpired portion of the notice period referred to in subclause 24.7.
- 24.10 The employee may, by negotiation and agreement with AMSA, forgo any redundancy payment if an acceptable equivalent position is provided at another place of employment.

#### Retention, Redeployment and Involuntary Redundancy

- 24.11 If the employee rejects the offer of voluntary redundancy he / she cannot be offered the option of voluntary redundancy a second time and will no longer be eligible for any severance payment specified in subclause 24.8 (with respect to this redundancy situation).
- 24.12 The employment of the employee will then be scheduled to terminate at the end of the retention period. The retention period shall be calculated at the rate of two (2) weeks for every year of continuous Commonwealth service (as defined in accordance with subclause 24.8) with a minimum period of three (3) months and a maximum period of seven (7) months. The retention period commences from the day that the employee was invited to accept voluntary redundancy.
- 24.13 During the first three (3) months of the period of retention, AMSA shall take all reasonable steps, consistent with the interests of efficient administration, to place the excess employee in a suitable vacancy of equal remuneration within AMSA. Where there is insufficient productive work available in AMSA, an employee shall be

approved paid leave for the duration of the retention period. During this period of paid leave, the employee may be granted secondary employment approval for the purpose of trialling other employment. Where an employee succeeds in gaining on-going employment with another employer during the retention period, the employee shall promptly resign from employment with AMSA.

- 24.14 This clause shall not apply if the employee has less than one year's continuous service with AMSA or is engaged on a casual or fixed term basis and the general obligation on AMSA in those 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.

## **25. Resignation or Retirement**

- 25.1 An ongoing employee may terminate his or her employment by the giving of four (4) weeks notice (or such lesser period as is reasonable for a fixed-term or casual employee). AMSA may waive the requirement for the employee to give some or all of this notice.
- 25.2 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.
- 25.3 AMSA may assign alternative duties to the employee during any period of notice.

## **26. SETTLEMENT OF DEBTS**

- 26.1 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.
- 26.2 A certificate from AMSA's Chief Finance Officer (or equivalent) will be prima facie evidence of any amount owed by the employee to AMSA.
- 26.3 The employee authorises AMSA to deduct any amount certified according to subclause 25.2 from any money payable to the employee on termination of employment.
- 26.4 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 that was in the possession of the employee.

## **27. FREEDOM OF ASSOCIATION**

- 27.1 AMSA recognises that employees are free to choose to join or to not join a union. Employees who choose to be members of a union have the right to participate in union activities and have their industrial interests represented by that union.

## **28. CONSULTATION**

- 28.1 The Staff Consultative Working Group will be the main vehicle for ongoing employee participation and consultation regarding matters covered by this agreement and associated policies. AMSA commits to engaging in consultation with employees and their representatives through the Staff Consultative Working Group. The Staff Consultative Working Group may include union representation and the terms of reference will be agreed to by its members and the Executive Management Group. Consultation means providing employees and their representatives with relevant

information and a bona fide opportunity to influence the decision maker before a decision is made.

- 28.2. Further guidance and advice to assist employees and managers to properly apply the conditions of employment in this agreement are contained in AMSA policies associated with this agreement that may be amended from time to time.
- 28.3 The procedures for preventing and settling disputes set out in clause 6 of this agreement apply to a dispute relating to the application of any policy that operates in association with this agreement.

## **29. EMPLOYEE REPRESENTATIVES**

- 29.1 AMSA will provide support for employees undertaking representational duties, having regard to the operational and resource requirements of AMSA. Such support will include:
- a) reasonable time during work hours approved in advance by the Manager for employee representatives to conduct their representational activities, without deduction of salary;
  - b) access to/or provision of appropriate training (eg industrial relations training) ;
  - c) reasonable access to office equipment and communications systems; and
  - d) reasonable interstate travel to Canberra, approved in advance by the Manager, to attend consultative meetings.
- 29.2 In addition, the employee representatives on the AMSA Staff Consultative Working Group will be regarded as being on duty whilst attending the committee and/or undertaking allocated tasks. Reasonable time will be available for preparation for meetings, including consulting with other staff.
- 29.3 AMSA will provide staff notice boards that employee representatives may use for the display of information.

## **30. NATIONAL MARITIME SAFETY REGULATION**

- 30.1 The Parties shall regularly consult on progress of the Council of Australian Governments (COAG) initiative for a National Maritime Safety Regulation and consequent impact on AMSA's operations as they pertain to the employment relationship. The Parties shall consult via teleconference or other means necessary to provide updates and the opportunity to discuss and agree necessary changes to AMSA's operations with the objective of ensuring an effective transition for AMSA's role as a national maritime industry regulator.

## **31 CLOSED AGREEMENT**

- 31.1 From the commencement of this agreement, a party to the agreement or an employee whose employment is subject to the agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this agreement, except where consistent with the terms of this agreement.

## **32. DEFINITIONS AND INTERPRETATION**

- 32.1 In this agreement unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) headings are used for convenience only and do not affect the interpretation of this agreement;
- (c) "AMSA" means the Australian Maritime Safety Authority; and
- (d) "CEO" means the Chief Executive Officer of the Australian Maritime Safety Authority, 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.

**ATTACHMENT A**

**JOB CLASSIFICATION AND ANNUAL SALARY**

	A	B	C
<b>AMSA Classification</b>	<b>Annual Salary 2009</b>	<b>Annual Salary 2010</b>	<b>Annual Salary 2011</b>
	<b>0.7%</b>	<b>4.7%</b>	<b>4.3%</b>
1.1	\$39,163	\$41,004	\$42,767
1.2	\$40,338	\$42,234	\$44,050
1.3	\$41,548	\$43,501	\$45,372
1.4	\$42,795	\$44,806	\$46,733
2.1	\$44,324	\$46,408	\$48,403
2.2	\$45,654	\$47,800	\$49,855
2.3	\$47,024	\$49,234	\$51,351
2.4	\$48,434	\$50,711	\$52,891
2.5	\$49,887	\$52,232	\$54,478
3.1	\$50,489	\$52,862	\$55,135
3.2	\$52,004	\$54,448	\$56,789
3.3	\$53,564	\$56,081	\$58,493
3.4	\$55,171	\$57,764	\$60,248
3.5	\$56,826	\$59,497	\$62,055
4.1	\$58,253	\$60,991	\$63,613
4.2	\$60,001	\$62,821	\$65,522
4.3	\$61,801	\$64,705	\$67,488
4.4	\$63,655	\$66,646	\$69,512
4.5	\$65,564	\$68,646	\$71,597
4.6	\$67,531	\$70,705	\$73,745
5.1	\$67,785	\$70,970	\$74,022
5.2	\$69,818	\$73,100	\$76,243
5.3	\$71,913	\$75,293	\$78,530
5.4	\$74,070	\$77,551	\$80,886
5.5	\$76,292	\$79,878	\$83,313
5.6	\$78,581	\$82,274	\$85,812
5.7	\$80,938	\$84,742	\$88,386
6.1	\$82,686	\$86,572	\$90,295
6.2	\$85,166	\$89,169	\$93,004
6.3	\$87,721	\$91,844	\$95,794
6.4	\$90,353	\$94,600	\$98,667
6.5	\$93,064	\$97,438	\$101,627
6.6	\$95,856	\$100,361	\$104,676
7.1	\$96,432	\$100,965	\$105,306
7.2	\$99,325	\$103,994	\$108,465
7.3	\$102,305	\$107,114	\$111,719
7.4	\$105,374	\$110,327	\$115,071
7.5	\$108,536	\$113,637	\$118,523
7.6	\$111,792	\$117,046	\$122,079
7.7	\$115,145	\$120,557	\$125,741

## ATTACHMENT B

### PART A – SALARY AND CAREER PROGRESSION – PORT MARINE SURVEYORS

#### Operation and Application

1. This Part shall apply to AMSA employees who possess minimum qualifications of Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency 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.
2. The Port Marine Surveyors classifications and salary progression outlined in this Part are linked to agreed professional development steps.
3. The Parties agree that from agreement commencement the salaries for Port Marine Surveyor Level 1 (100%) in table 1 have been aggregated to include:
  - (a) AMSA classification level 6.2; and
  - (b) Ships Safety Duties and Port Ship Safety Duties allowances.

The allowances at 3(b) in this Part are acknowledged by the parties of having application under the Australian Maritime Safety Authority Certified Agreement 2006-2009 and have been included in the all purpose salary in table 1.

4. The salaries in table 1 shall be used for all purposes and, unless provided for in this agreement, payment of other work related allowances shall not apply.
5. The agreed professional development steps shall 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, shall consult and agree on any such changes and their implementation.

#### Classification Descriptions

6. **Port Marine Surveyor Levels 1 to 3:** The following definitions shall apply to the career progression and appointment within the Port Marine Surveyor classification levels:
  - (a) An **Entry Level Port Marine Surveyor** shall mean an AMSA employee with no prior AMSA service appointed to the position of Port Marine Surveyor;
  - (b) A **Port Marine Surveyor Level 1** shall mean a Port Marine Surveyor who has completed six (6) months satisfactory service with AMSA and who has completed the required familiarisation and training in accordance with the AMSA surveyor training package;
  - (c) A **Port Marine Surveyor Level 2** is a Port Marine Surveyor who has completed twenty four (24) months satisfactory employment and training since commencing employment with AMSA and carries out duties of a Port Marine Surveyor; and
  - (d) A **Port Marine Surveyor Level 3** is a Port Marine Surveyor who has been employed by AMSA for forty eight (48) months and satisfactorily completed all mandatory training.
7. **Senior Port Marine Surveyor – Level 4** shall apply to Port Marine Surveyors who have been employed by AMSA for seventy two (72) months and are approved by AMSA and actively engaged in two additional functions related to: Examinations,

Registered Training Organisation Audits, Marine Orders Specialists, Dangerous Goods/IMDG Code Monitoring, Casualty Coordinator, ISM Auditors, PSC Trainer & Auditors, Surveyor in Charge or other similar duties agreed by the parties and the Deputy CEO MOD to warrant payment at this classification level.

8. **Principal Regional Port Marine Surveyors** are Port Marine Surveyors appointed to this classification by AMSA.
9. Progression is subject to participation in AMSA's Performance Management System and receiving a rating of "meets expectations".

**Table 1 – Port Marine Surveyor Classifications and Salaries:**

	<b>A</b>	<b>B</b>	<b>C</b>
<b>Classification Level</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
<b>Entry Level Port Marine Surveyor</b>	99 330	103 998	108 470
<b>Port Marine Surveyor Level 1</b>	105 351	110 302	115 045
<b>Port Marine Surveyor Level 2</b>	107 932	113 004	117 863
<b>Port Marine Surveyor Level 3</b>	110 512	115 706	120 682
<b>Senior Port Marine Surveyor Level 4</b>	116 533	122 011	127 257
<b>Principal Regional Port Marine Surveyor</b>	119 936	125 573	130 972

10. Employees shall be advised in writing of their transition to the above classification structure which shall apply at agreement commencement. The Dispute Resolution Procedure (clause 6) provided for in this agreement may be used to resolve grievances or disagreements about the appropriate allocation of an employee to classification level.
11. (a) An employee engaged as a Port Marine Surveyor may (subject to this clause and in accordance with relevant AMSA policy) have reasonable personal use of a motor vehicle.
  - (b) Reasonable personal use of the AMSA motor vehicle will be permitted during periods of paid leave not exceeding six (6) weeks in any year. Reasonable personal use during periods of paid leave exceeding six (6) weeks in any year or for periods of unpaid leave is not permitted unless specific authorisation is granted by AMSA.
  - (c) AMSA will incur any expenses for registration, insurance, repairs, maintenance and running costs (including fringe benefits tax) 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 accurately maintain a motor vehicle logbook for such periods and in such a manner as AMSA may determine.

## PART B: SALARY AND CAREER PROGRESSION - ADVISORS: MARITIME PROFESSIONALS

### Operation and Application

1. The following salaries and classifications shall apply to AMSA employees who possess the maritime qualifications outlined in this Part who are engaged in the provision of specialist advice and are based in Canberra within Maritime Operations Division or Maritime Standards Division.
2. The aim of the classification structure is to provide adequate incentive for Advisors, Port Marine Surveyors, Principal Advisors and Section Heads to work for AMSA in Canberra and recognise of the knowledge, skills and experience of maritime professionals.

### Classification Descriptions

3. **Advisors** are AMSA employees who possess a relevant maritime qualification including:
  - (a) A Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, or
  - (b) A relevant equivalent Degree (e.g. Naval Architect)
4. **Principal Advisors** are AMSA employees who possess:
  - (c) 10 years relevant industry experience; and
  - (d) A Marine Engineer Class 1 or Master (Unlimited) Certificates of Competency, or
  - (e) A relevant equivalent Degree (e.g. Naval Architect).
5. **Section Heads** are employees who possess the qualifications at clause 4 of this Part and are appointed by AMSA to this classification.
6. **Movement within a pay level** – Progression is subject to participation in AMSA's Performance Management System and receiving a rating of "meets expectations". Reference to "months" in table 2 shall mean the term of service in the employee's classification.

**Table 2 - Canberra MOD/MSD Salaries and Progression**

Classification	Level/Service	A	B	C
		2009	2010	2011
Advisor	Entry	88,225	92,372	96,344
	12 Months	90,872	95,143	99,234
	24 Months	93,598	97,997	102,211
	36 Months	96,406	100,937	105,278
Principal Advisor	Entry	119,936	125,573	130,972
Section Heads Entry Level	12 Months	123,534	129,340	134,901
	24 Months	127,240	133,220	138,948
Section Head	(By appointment)	131,057	137,216	143,117

7. In respect of clause 8.4 the CEO may approve a higher salary within a classification level.
8. Employees shall be advised in writing of their transition to the above classification structure which shall apply at agreement commencement. The Dispute Resolution Procedure (clause 6) provided for in this agreement may be used to resolve grievances or disagreements about the appropriate allocation of an employee to classification level.

## **ATTACHMENT C**

### **SALARY AND CAREER PROGRESSION – SEARCH AND RESCUE OFFICERS**

1. This part shall apply to AMSA employees who possess qualifications required to fulfil the responsibilities associated with coordinating Search and Rescue Operations from AMSA's Emergency Response Centre (ERC) consistent with the requirements of the National Search and Rescue Manual.
2. The Search and Rescue Classifications and salary progression outlined in this part are linked to agreed professional development steps and any training policy either in place or applied within the National Search and Rescue School.
3. The agreed professional, mandatory and elective personal development training outcomes are defined in the ERC Training and development requirements document. Requirements are based on the current learning outcomes and units of competency as contained in the Public Safety Training Package (as appropriate), the National Search and Rescue Manual, the relevant National SAR School Course Design Plans and curriculum/s where relevant, and, operational requirements of the ERC. As such, they are subject to change in accordance with training package and curriculum development.
4. On commencement of this agreement Individual Officers will be assessed on a case by case basis and placed into a specific band based on their current level of competence and experience and will be advised in writing. The dispute resolution procedure provided for in this agreement may be used to resolved grievances and disagreements about the appropriate allocation of an employee to a classification or banding level.
5. It is the joint responsibility of both Management and staff to participate in the development of the ERC staffing model, and, to ensure all Officers have reasonable access to any programmes that may be in place to facilitate staff progression through the ERC structure.
6. Progression is subject to participation in AMSA's Performance Management System and receiving a rating of "meets expectations"
7. For previously qualified personnel returning to work as a Search and Rescue Officer, Recognition of prior learning tools, and, competency based assessment measures will be used to assess the subject's appropriate commencement starting band. This section is not meant to limit any training courses that the General Manager Emergency Response deems as appropriate for facilitating the progression of the applicant into an appropriate band within the structure.
8. In this agreement the meaning of assessed as competent means that an Officer has met the minimum mandatory and elective personnel development training outcomes, and continues to be "assessed as competent" in performing the relevant duties.

### **CLASSIFICATION DESCRIPTIONS**

TRAINING SARO – Shall mean an Officer undertaking initial training as a Search and Rescue Officer with the National Search and Rescue School. An Officer may be paid a shift allowance during this training period.

SARO 1 – Shall mean an Officer assessed as being competent at the final SARO assessment undertaken by the SAR school and is qualified to keep shifts under close supervision.

SARO 2 – Shall mean an Officer 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.

SARO 3 – Shall mean an Officer 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.

SARO 4 – Shall mean an Officer who has been assessed as competent at the final SSARO/SMC assessment undertaken by the SAR school and is qualified to keep SMC shifts on a short term basis.

SSARO 5 – Shall mean an Officer who has satisfactorily met the requirements of the SSARO role and has been appointed to a permanent SSARO position. This Officer carries out the duties and responsibility of a SAR mission coordinator and supervises staff with assistance from the supervising ERC Chief.

SSARO 6 – Shall mean an Officer who has completed a minimum of 12 months at SARO 5 and is assessed as competent to fulfil the roles of SSARO with minimal supervision and has taken a portfolio lead as per the ERC requirements

SSARO 7 – Shall mean an Officer who has completed a minimum of 12 months at SARO 6 and is assessed as competent to fulfil the roles of SSARO and can perform the roles of Acting ERC Chief on request.

ERC Chief 1 – Shall mean an Officer who has satisfactorily met all the requirements of the ERC Chief role and has been appointed to a permanent ERC Chief position. This Officer carries out the duties and responsibilities of daily ERC Management and maintains competence in the role of SSARO.

ERC Chief 2 – Shall mean an Officer who has completed a minimum of 12 months at ERC Chief 1 and is assessed as competent to fulfil the roles of SSARO and ERC Chief and performs at least one Major exercise in line with the business requirements of Emergency Response

ERC Chief 3 – Shall mean an Officer who has completed a minimum of 12 months at ERC Chief 2 and is assessed as competent to fulfil the roles of SSARO and ERC Chief and holds a Portfolio that is related to the administration of the Rescue Coordination Centre. This Officer can perform the duties of Acting Manager SAR Operations on request.

**Table 3 - Canberra Rescue Coordination Centre Salaries and Progression**

Classification	Level/Service	A	B	C
		2009	2010	2011
Training	Entry	73 080	76 515	79 805
SARO 1		99 798	104 488	108 981
SARO 2		105 299	110 248	114 988
SARO 3		107 656	112 716	117 563
SARO 4		109 403	114 545	119 471
SSARO 5		129 219	135 293	141 110
SSARO 6		132 112	138 321	144 269
SSARO 7		135 092	141 441	147 523
Chief 1		132 413	138 637	144 598
Chief 2		135 669	142 046	148 154
Chief 3		139 023	145 557	151 816

**Table 4 – Canberra RCC Shift Allowances**

The Table below outlines the shift allowances included in the salaries listed in Table 3.

Classification	A	B	C
	2009	2010	2011
SARO	25 268	26 456	27 593
SSARO	31 009	32 466	33 862
Chief	22 583	23 644	24 661

9. Officers appointed pursuant to this section (except Officers undergoing initial Search and Rescue Training) unless otherwise advised, are defined as shift workers and are entitled to an extra 38 hours of recreation leave.
10. Officers appointed pursuant to this section are entitled to additional hours payments as approved by the Manager SAR Operations.
11. During the period of the last Certified Agreement the Emergency Response Division commissioned an independent report on fatigue and staffing in the ERC, conducted by the University of South Australia. AMSA Management seeks to progress the results of the report during the life of this Collective Agreement by reviewing the Roster Principles and developing improved rosters in consultation with staff. The roster review will include consideration of roster designs to enhance the availability of officers to attend at short notice for live SAR operations and to cover sick leave absences, access to recreation leave and its quantum, and efficiency of the rosters to enhance the ERC's capacity to conduct support activities beyond simple core shift coverage.
  - 11.1 The roster review process will be conducted consistently with the Terms of Reference "**SAR Operations Roster Design Team: 2008 Roster Review**". It will be completed and reported to staff within 12 months of the commencement of this agreement.
  - 11.2 The enhancements may also include the introduction of a formal Fatigue Risk Management System.

**ATTACHMENT D**

## ADDITIONAL PAYMENTS

	A	B	C	
<b>Payment</b>	<b>Amount 2009</b>	<b>Amount 2010</b>	<b>Amount 2011</b>	<b>Counts For Super?</b>
First Aid – Rate 1	\$415*	\$435*	\$454*	Yes
First Aid – Rate 2	\$509*	\$533*	\$556*	Yes
First Aid – Rate 3	\$625*	\$654*	\$682*	Yes
Fire Warden, Health and Safety Representative and Workplace Harassment Officer	\$390*	\$408*	\$426*	Yes
Foreign Language – Rate 1	\$852*	\$892*	\$930*	Yes
Foreign Language – Rate 2	\$1701*	\$1781*	\$1858*	Yes
On-call Allowance	\$416* per week	\$436* per week	\$455* per week	Yes
Marine Spill Performance	0 – 5% of annual salary	0 – 5% of annual salary	0 – 5% of annual salary	No
Pilbara	\$4000*	\$4188*	\$4368*	Yes
Discretionary Allowance	Variable	Variable	Variable	Variable

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

## **ATTACHMENT E**

### **ADDITIONAL PAYMENTS – ELIGIBILITY CRITERIA**

#### **First Aid**

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**

An employee will be paid an annual allowance as outlined in Attachment D to be paid fortnightly, if he/she has been appointed as a Fire Warden, Health and Safety Representative or Workplace Harassment Officer. These appointments will be subject to the employee:

- being nominated and elected if required;
- having completed the necessary training course specific to that role; and
- agreeing to discharge those responsibilities in respect of all other employees.

Employees may hold more than one appointment, but will only be entitled for payment for one allowance.

A Fire Warden, Health and Safety Representative or Workplace Harassment Officer allowance will count as salary for superannuation purposes.

#### **Foreign Language Allowance**

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 D if AMSA determines there is an identifiable and continuing need to provide client or staff services in a language other than English.

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.

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.

### **Marine Spill Performance**

A payment of between 0 - 5% (inclusive) of annual salary may be made to an employee who is required to respond to significant incidents involving potential or real pollution of the marine environment. This payment will be made at the end of each financial year.


### **Discretionary Allowance**

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

## SIGNATURES OF PARTIES BOUND

### Signed for the Australian Maritime Safety Authority

Signature



Full name of Signatory (please print)

Graham Peachey

Address of Signatory

25 Constitution Avenue  
Canberra ACT 2601

Position

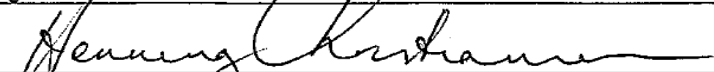
Chief Executive Officer

Date

17/6/2009

### Signed for the Australian Institute of Marine and Power Engineers:

Signature



Full name of Signatory (please print)

Henning Christiansen

Address of Signatory

52 Buckingham Street  
Surry Hills Sydney NSW 2010

Position

Federal Secretary

Date

17/6/2009

**Signed for the Australian Maritime Officers Union:**

Signature



Full name of Signatory (please print)

Richard Barnes

Address of Signatory

Suite 1, 5<sup>th</sup> Floor  
377 Sussex Street Sydney NSW 2000

Position

Eastern Area Secretary

Date

17/06/2009

**Signed for the Community and Public Sector Union:**

Signature



Full name of Signatory (please print)

Michael Tull

Address of Signatory

Level 5, 191-199 Thomas Street  
Haymarket NSW 2000

Position

Deputy National President

Date

17/06/2009