

DECISION

Fair Work Act 2009
s.185—Enterprise agreement



Australian Maritime Safety Authority
(AG2024/2434)

AUSTRALIAN MARITIME SAFETY AUTHORITY ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT COLMAN

MELBOURNE, 11 JULY 2024

Application for approval of the Australian Maritime Safety Authority Enterprise Agreement 2024-2027

[1] The Australian Maritime Safety Authority has applied under s 185 of the *Fair Work Act 2009* (Act) for approval of an enterprise agreement, the *Australian Maritime Safety Authority Enterprise Agreement 2024-2027* (the Agreement).

[2] I am satisfied that the requirements of ss 186, 187 and 188 have been met. In particular, I am satisfied that the Agreement passes the ‘*better off overall test*’. The Agreement provides numerous terms of employment that are more beneficial to employees than those in the relevant award, including substantially higher salaries and employer superannuation contributions, and enhanced entitlements to leave. These terms comfortably outweigh the few terms which, in certain respects, are less beneficial than those in the award. In my view each award covered employee and each reasonably foreseeable employee will be better off overall under the Agreement.

[3] The Community and Public Sector Union (CPSU) and the Australian Institute of Marine and Power Engineers (AIMPE) have given notice under s 183 that they want the Agreement to cover them. As required by s 201(2), I note that the Agreement covers the CPSU and the AIMPE.

[4] The Agreement was approved on 11 July 2024.



DEPUTY PRESIDENT

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Australian Government
Australian Maritime Safety Authority



Welcome aboard

AMSA | Enterprise Agreement

2024–27

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

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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 2024-2027.

2. COMMENCEMENT AND DURATION

Operation of the Agreement

- 2.1. This agreement will commence operation seven days after approval by Fair Work Commission.
- 2.2. This agreement will nominally expire on 9 June 2027.

3. APPLICATION, PARTIES COVERED AND DELEGATION

Parties to the Agreement

- 3.1. This agreement covers:
- a. the Chief Executive Officer (CEO), for and on behalf of the Australian Maritime Safety Authority (AMSA) as the employer;
 - b. all staff of AMSA employed by AMSA other than:
 - i. Executive and senior manager employees where the incumbent is engaged under a common law contract.
 - c. Subject to notice being given in accordance with section 183 of the *Fair Work Act 2009* (Cth), the following employee organisation/s which were bargaining representatives for this Agreement:
 - i. Community and Public Sector Union (CPSU)
 - ii. Australia Institute of Marine and Power Engineers (AIMPE)

Delegations

- 3.2. The CEO may delegate or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

National Employment Standards (NES) Precedence

- 3.3. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of AMSA in any respect when compared with the NES.

Closed Comprehensive Agreement

- 3.4. This agreement states the terms and conditions of employment of employees covered by this agreement, other than the terms and conditions applying under relevant Commonwealth laws.
- 3.5. This agreement will be supported by policies, procedures and guidelines, as implemented and varied from time to time. AMSA will consult with employees prior to the introduction of any new, or substantial change to existing policies, procedures or guidelines by giving three (3) weeks notice.
- 3.6. Policies, procedures and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

4. DEFINITIONS

4.1. In this agreement unless the context indicates a contrary intention:

Act	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)
Agreement	Means this agreement, the Australian Maritime Safety Authority Enterprise Agreement 2024 - 2027
AMSA	Means the employer, the Australian Maritime Safety Authority
Annual Base Salary	Means the employees annual base salary, not inclusive of superannuation as set out in Attachment A of this agreement.
Award	Means the <i>Australian Government Industry Award 2016</i>
Casual Employee	Casual employee means an employee employed by AMSA under section 55 of the <i>Australian Maritime Safety Authority Act 1990</i> (Cth) who is a casual employee as defined by the Act.
CEO	Means the Chief Executive Officer of AMSA who may delegate any powers in accordance with clause 3.2.
Child	Means a biological child, adopted child, foster child, stepchild, or ward
De facto partner	Means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	Means someone to whom a power or function has been delegated.
Dependant	Means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Employee	An umbrella term meaning a person who is employed by AMSA under section 55 of the <i>Australian Maritime Safety Authority Act 1990</i> (Cth) and covered by this agreement. The employee, as a result of their employment with AMSA is bound by the provisions contained within this agreement.
Employee Representative	Means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.
Employer	Means the Australian Maritime Safety Authority (AMSA)
Family	Means: <ul style="list-style-type: none"> a. a spouse, former spouse, de facto partner or former de facto partner of the employee; b. a child, parent, grandparent, grandchild, or sibling of the employee; c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; d. a member of the employee's household; or e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and Domestic Violence	Has the same meaning as in subsection 106B(2) of the Act
Full time employee	Means an employee employed to work an average of 38 hours per week in accordance with this agreement.
FWC	Means the Fair Work Commission (or any other body that replaces via legislation, during the life of this agreement)
Hourly Rate	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): $\text{Annual base salary} \times 12/313/76 = \text{Hourly Rate}$
Manager	Means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
ML Act	ML Act means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> (Cth) as amended from time to time and any successor legislation.
NES	Means the National Employment Standards set out in part 2-2 of the Act.
Non-ongoing Employee	Means an employee engaged for a specified period or for the duration of a particular task(s) or project(s).
Ongoing Employee	An employee engaged for an indefinite period, where it is expected that the role or work undertaken by the employee will be of a continuing nature;
Ordinary Hours of Work	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)
PGPA Act	Means the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth)
Primary Caregiver	For the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement'
Probationary employee	Means an employee in either their first three or six months of employment with AMSA.
Secondary Caregiver	For the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement
Span of Hours	Means the span of hours ranging each working day from 07:00 to 19:00 Monday through to Friday, that an employee performs their ordinary hours of work within

PART 2 – EMPLOYMENT CLASSIFICATION AND SALARY

5. TYPES OF EMPLOYMENT AND WORK ARRANGEMENTS

Types of employment

- 5.1. Employees will be engaged by AMSA on an ongoing, non-ongoing or casual basis.
- 5.2. The type of employment will be confirmed in a letter of offer issued to a person 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.
- 5.3. Types of employment are defined as follows:
 - a. Ongoing: engagement 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: engagement for a specified period or for the duration of a particular task(s) or project(s); or
 - c. Casual: engagement on an hourly basis.

Casual Employment

- 5.4. AMSA will regularly review the working arrangements of casuals to assess if they are genuinely performing duties of a casual nature, and report de-identified outcomes to the relevant consultative committee, where one is in place.
- 5.5. Remuneration for casual employees will be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 5.6. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 5.7. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
- 5.8. A casual employee who is eligible for a Workplace Responsibility Allowance (clause 25) will be paid the full amount regardless of hours worked.

Ordinary hours of work

- 5.9. 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 ordinary hours: an employee engaged to work a regular pattern of hours averaging at least thirty-eight (38) hours per week;
 - b. Part-time ordinary hours: an employee engaged to work a regular pattern of hours averaging less than thirty-eight (38) hours per week; or
 - c. Shift worker ordinary hours: an employee who is rostered to perform ordinary hours of duty outside ordinary span of hours (being Monday through to Friday from 7:00am – 7:00pm).

6. JOB CLASSIFICATION AND SALARY STRUCTURE

Classifications

- 6.1. An employee will be employed in one of the classifications included at Attachment A to this agreement.
- 6.2. A job evaluation system will be used to determine an employee's classification and salary in accordance with this agreement (except as otherwise provided at Attachment A).
- 6.3. Where an employee agrees to perform duties across different classifications on a periodic basis, AMSA may determine a composite rate of pay based upon the specified salaries of the differing roles.
- 6.4. An employee may also be entitled to a payment by way of an allowance paid in addition to an employee's annual base salary. These allowances are detailed in Part 6 and annualised in the table at Attachment E.

Salary and Career progression

- 6.5. An employee engaged as a Port Marine Surveyor or Marine Inspector is also subject to the salary and career progression arrangements in Attachment B.
- 6.6. An employee undertaking shift work is also subject to the salary and career progression arrangements in Attachment D.

Graduates and Trainees

- 6.7. AMSA may employ an employee as a Graduate or Trainee.
- 6.8. AMSA will determine when a Graduate or Trainee's course of study and/or training has been successfully completed.
- 6.9. While a Graduate or Trainee is undertaking a course of study and/or training they will be employed under the following classification levels as set out in Attachment A of this agreement:

Engagement Type	AMSA Classification
Graduate	AMSA Level 3 Classification
Trainee	AMSA Level 1 Classification

Probationary Employment

- 6.10. An employee (other than a casual employee) will undertake a probationary period of three (3) or six (6) months immediately following the commencement of employment. The applicable probationary period will be determined by AMSA and specified in writing to the employee at commencement of employment.
- 6.11. Continued employment, upon the completion of the probationary period, will be subject to satisfactory performance during the probationary period.
- 6.12. Before the end of the probationary period the employee will be advised of one of the following:
 - a. employment will continue under the terms and conditions set out in this agreement; or
 - b. 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 if the original probation is less than 6 months; or
 - c. employment will be terminated at the end of the probationary period.
- 6.13. If AMSA decides to terminate employment prior to the end of the probationary period, the employee will receive written notification of the termination and two (2) weeks' salary in lieu of notice.

- 6.14. If the employee decides, during probation, they no longer wish to continue employment with AMSA, they may resign during the probationary period by providing two (2) weeks written notice.
- 6.15. AMSA may exempt an employee, upon commencement of employment, from some or all of the requirements of clause 6.10. If so, the amended requirements will be reflected in the letter of offer to the employee.

7. SALARY ARRANGEMENTS

Payment of Salary

- 7.1. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

- 7.2. This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods and there are 313 fortnightly pay cycles within a 12-year period.
- 7.3. 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.

Superannuation

- 7.4. AMSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 7.5. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 7.6. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
- 7.7. AMSA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnight electronic funds transfer (EFT) using a file generated by AMSA's payroll system.
- 7.8. AMSA will provide an employer contribution of 15.4% of the employee's:
- Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap); or
 - Ordinary Time Earnings (OTE) for employees in other accumulation funds.
- 7.9. Employer contributions will:
- be made for all employees covered by this agreement; and
 - not be reduced by any other contributions made through salary sacrifice arrangements.

Salary Setting

- 7.10. Where an employee is engaged, moves to, or is promoted within AMSA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless AMSA determines a higher salary within the relevant salary range under these salary setting clauses.
- 7.11. AMSA may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 7.12. In determining a salary under these salary setting clauses, AMSA will have regard to relevant factors including the employee's experience, qualifications and skills.
- 7.13. Where an employee commences ongoing employment in AMSA immediately following a period of non-ongoing employment in AMSA for a specified term or task, AMSA will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in AMSA.

- 7.14. Where an employee commences ongoing employment in AMSA immediately following a period of casual employment in AMSA, AMSA will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in AMSA.
- 7.15. Where AMSA determines that an employee's salary has been incorrectly set, AMSA may determine the correct salary and the date of effect.

Supported Wage System

- 7.16. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
- a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
- 7.17. Specific conditions relating to the supported wage system are detailed in Attachment F.

8. SALARY INCREASES

- 8.1. Salary rates are set out in Attachment A – Base salaries, to this agreement.
- 8.2. The base salary rates in Attachment A – Base salaries include the following increases:
- a. 4.0 per cent from the first full pay period on or after 10 June 2024 to the employees employed by AMSA on or after the date of commencement of this agreement;
 - b. 3.8 per cent from the first full pay period on or after 10 June 2025; and
 - c. 3.4 per cent from the first full pay period on or after 10 June 2026.

Incremental advancement

- 8.3. This clause relates to all aspects of incremental advancement other than fixed percentage and date of advancement.
- 8.4. Eligibility for salary progression will be consistent with the requirements that the employee has:
- a. a performance rating of 'meets expectations' or 'exceeds expectations' during the employee's most recent performance review; and
 - b. 6 months of aggregate eligible service at AMSA, at or above the relevant classification level, during the most recent annual performance management cycle.
 - c. if an employee has less than 6 months of aggregate eligible service, AMSA may exercise their discretion to determine a higher salary under the salary setting clause 7.11.
- 8.5. Eligible service for salary progression will include:
- a. periods of paid and unpaid parental leave;
 - b. periods of unpaid leave that counts as service; and
 - c. service while employed on a non-ongoing basis.
- 8.6. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- 8.7. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
- 8.8. Casual employees will not usually be eligible for incremental advancement.

Higher Duties Allowance

- 8.9. Where a role needs to be filled for 1 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification higher than their substantive classification level for the total period of performance at the higher level.
- 8.10. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount as determined by AMSA.
- 8.11. Where an employee is found to be eligible for salary progression at their acting level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 8.12. Where an employee is assigned only part of the higher duties, AMSA will determine the amount of allowance payable.
- 8.13. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
- 8.14. AMSA may shorten the qualifying period for higher duties allowance on a case-by-case basis.

International Postings

- 8.15. The employment entitlements for employees posted overseas will be guided by the whole of government overseas entitlements and AMSA 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.

9. OVERPAYMENTS

- 9.1. An overpayment occurs if AMSA provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 9.2. Where AMSA considers that an overpayment has occurred, AMSA will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 9.3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise AMSA in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 9.4. If after considering the employee's response (if any), AMSA confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- 9.5. AMSA and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 9.6. AMSA and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 9.7. Interest will not be charged on overpayments.
- 9.8. Nothing in clauses 9.1 to 9.7 prevents AMSA from:
 - a. pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the PGPA Act;
 - b. pursuing recovery of the debt through other available legal avenues.

PART 3 – WORKING HOURS AND WORKPLACE FLEXIBILITY

10. HOURS OF WORK

Working Hours Records

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

Full-time employees

- 10.2. A full-time employee is required to work an average of thirty-eight (38) hours per week. These ordinary hours include all paid leave (including public holidays).
- 10.3. An employee (other than employee categorised as a shift worker) is required to work their ordinary hours of work between 07:00 and 19:00 Monday through to Friday.
- 10.4. A full-time employee may be required to work 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. Providing an employee meets the eligibility requirements as set out in the following clauses, the employee may be remunerated by receiving additional payments, or be compensated by additional leave under the following clauses of this agreement:
- a. Clause 11 - Overtime Payment
 - b. Clause 12 – Flex time
 - c. Clause 13 - Time Off In Lieu of Overtime (TOIL)
 - d. Clause 14 - Professional Hours
 - e. Clause 19.13 - Shift Workers Overtime Payment
 - f. Clause 26 - On-Call Allowance
 - g. Clause 27 - Operational Incident Response Payments

Part-time employees

- 10.5. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 10.6. A full-time employee cannot be compelled to work part-time, but 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.
- 10.7. Providing a part-time employee meets the eligibility requirements as set out in the following clauses, the employee may be remunerated by receiving additional payments, or be compensated by additional leave under the following clauses of this agreement:
- a. Clause 12 – Flex time
 - b. Clause 13 - Time Off In Lieu of Overtime (TOIL)
 - c. Clause 26 - On-Call Allowance
 - d. Clause 27 - Operational Incident Response Payments
- 10.8. A part-time employee will receive pro-rata remuneration and leave entitlements, based on their hours worked, and will be compensated for additional hours required to be worked, to a maximum of 38 hours each week in accordance with clause 12 of this agreement.
- 10.9. Where a part-time employee is required to work in excess of full-time hours in a week (38 hours), they will be entitled to additional compensation in accordance Clause 11 – Overtime Payment of this agreement.
- 10.10. Part-time work arrangements will be set out in a specific written agreement which includes the employee's hours of work, to a minimum of 3 hours per day, the duration of the agreement and details that are necessary to facilitate the part-time employment.

- 10.11. 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.
- 10.12. 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.
- 10.13. Part-time employment arrangements are not to disadvantage employees who work part-time.

Taking Breaks

- 10.14. An employee regardless of the type of employment they are engaged in at AMSA, must take a minimum thirty (30) minute unpaid meal break not later than five (5) hours after commencing work any day.
- 10.15. An employee (other than a shift worker) will not be required to work more than twelve (12) hours consecutively (including handover time and rest breaks).
- 10.16. Other than in exceptional circumstances, an employee will not be required to attend for work without a rest break of at least ten (10) hours between attendances at work.
- 10.17. An employee will not be expected to perform additional hours without the opportunity for a rest or meal break at a time agreed via consultation with their manager/supervisor.

Payment for Recall to Duty and Travel Time

- 10.18. 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.
- 10.19. 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).
- 10.20. Where travel is required outside of the regular pattern of work and this is considered unduly onerous, the manager/supervisor 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.

11. OVERTIME PAYMENTS

- 11.1. 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:
 - overtime hours x (hourly rate* x 2.0) = overtime payment
 - *the hourly rate is to be calculated at the employee's actual salaried hourly rate (excluding any additional payments outlined in Attachment E).
- 11.2. Part-time employees will receive overtime payments where they are required to work in excess of a standard work day, or greater than 38 hours in a week.
- 11.3. Employees engaged in the *AMSA Level 6-8 classification* structure (or equivalent) will not be eligible to receive an overtime payment as it is recognised that these employees are already compensated to work more than their ordinary hours of work.
- 11.4. Employees who are participating in professional hours or TOIL scheme are not entitled to payment for overtime under this clause.

- 11.5. Overtime must be approved before the hours are worked unless exceptional circumstances apply.
- 11.6. Overtime payment will be determined at the time when additional hours are worked.
- 11.7. Employees defined as shift workers will not be entitled to overtime payments under this clause, as their entitlement to additional hours payment is specifically set out in Part 4 of this agreement.

12. FLEX TIME

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

Access to flex time

- 12.2. Employees engaged in the *AMSA Level 1-5 Classification* 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.
- 12.3. An employee who accesses flex time will not be eligible to participate in TOIL.
- 12.4. 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.
- 12.5. Each employee eligible for flex time will record their hours worked in a form nominated by AMSA. Employees are entitled to an adequate opportunity to use accrued flex time.

Flex time credits

- 12.6. Each employee approved to access flex time may carry forward accrued flex time credits up to a maximum of one week (38 hours or pro-rata amount for part-time employees). Subject to operational requirements, employees will be allowed to take flex time leave they have accrued.

Flex time debits

- 12.7. Employees may carry forward a maximum time debit of two (2) days (15.2 hours) from one pay period to the next.
- 12.8. Employees with a maximum flex time debit of two (2) days (15.2 hours) may be required to take any additional debits as leave without pay not to count as service. Managers and employees should seek to ensure that the maximum flex debit is not exceeded.
- 12.9. Flex time debits are to be cancelled by a commensurate deduction from salary, should an employee cease to be employed by AMSA.

13. TIME OFF IN LIEU OF OVERTIME (TOIL)

- 13.1. Employees engaged in the *AMSA Level 6-8 Classification* or the equivalent are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 13.2. Employees engaged in the *AMSA Level 6-8 Classification* or the equivalent will be able to access Time off in Lieu (TOIL) with the approval of their supervisor.
- 13.3. Employees approved to access TOIL are required to keep records of their working hours using a method determined by AMSA.
- 13.4. A supervisor is to approve TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 13.5. The working arrangements for a TOIL employee should be agreed through discussion between the manager and the employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

- 13.6. The working arrangements and actual hours worked by *AMSA Level 6-8 Classification* employees should be monitored on at least a quarterly basis between the employee and their manager.
- 13.7. The pattern of hours:
- a. is to be flexible enough to accommodate short-term peaks and troughs in workload;
 - b. must include expected reasonable additional hours; and
 - c. must be recorded.

14. PROFESSIONAL HOURS

- 14.1. Employees who have a Professional Hours agreement approved under the AMSA Enterprise Agreement 2016 -2019 (Old EA), are entitled to continue access to Professional Hours in accordance with their Professional Hours agreement during the life of the AMSA Enterprise Agreement 2024-2027 (New EA), unless one of the following occurs:
- a. the Employee elects to cease access to Professional Hours by terminating their Professional Hours agreement;
 - b. the Employee is permanently appointed to another position where they are not required to work additional hours in accordance with professional hours policy and procedure; or
 - c. the Employee has not complied with their obligations under the Professional Hours agreement in accordance with professional hours policy and procedure.

15. FLEXIBLE WORKING ARRANGEMENTS

- 15.1. AMSA, its employees and their unions recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in AMSA;
 - c. access to flexible work supports AMSA's capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in AMSA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 15.2. AMSA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across AMSA at all levels. This may include developing and implementing strategies through an AMSA consultative committee.
- 15.3. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- 15.4. The following provisions do not diminish an employee's entitlement under the NES.
- 15.5. An employee may make a request for a formal flexible working arrangement, which must:
- a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at subsection 65(1A) of the Act.

- 15.6. AMSA must provide a written response to a request within 21 days of receiving the request.
- 15.7. The response must:
- a. state that AMSA approves the request and provide the relevant detail in clause 15.5; or
 - b. if following discussion between AMSA and the employee, AMSA and the employee agree to a change to the employee's working arrangements that differs from that set out in the request –set out the agreed change; or
 - c. state that AMSA refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out AMSA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - a) Either set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - b) state that there are no such changes and state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this agreement, and if the employee is an eligible employee under the Act, the dispute resolution procedures outlined in sections 65B and 65C of the Act.
- 15.8. Where AMSA approves the request, this will form an arrangement between AMSA and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
 - b. a review date (subject to clause 15.12); and
 - c. the cost of establishment (if any).
- 15.9. AMSA may refuse to approve the request only if AMSA has:
- a. discussed the request with the employee; and
 - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - c. not reached such an agreement with the employee; and
 - d. had regard to the consequences of the refusal for the employee; and
 - e. made the refusal on reasonable business grounds.
- 15.10. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for AMSA;
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 15.11. For First Nations employees, AMSA must consider connection to country and cultural obligations in responding to requests for altering the location of work.

- 15.12. Approved flexible working arrangements will be reviewed by AMSA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 15.13. An employee may request to vary an approved flexible working arrangement in accordance with clause 15.5. An employee may request to pause or terminate an approved flexible working arrangement.
- 15.14. AMSA may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 15.9.
- 15.15. AMSA must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 15.16. Prior to AMSA varying, pausing or terminating the arrangement under clause 15.14 AMSA must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - c. had regard to the consequences of the variation, pause or termination for the employee;
 - d. ensured the variation, pause or termination is on reasonable business grounds; and
 - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 15.9.

Working from home

- 15.17. AMSA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 15.18. AMSA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 15.19. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 15.20. AMSA will provide employees with guidance on working from home safely.
- 15.21. Employees will not be required by AMSA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, AMSA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 15.22. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 15.23. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 15.24. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 15.5 to 15.12.
- 15.25. AMSA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

- 15.26. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, AMSA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- 15.27. An employee may request to work an alternative regular span of hours. If approved by AMSA, hours worked on this basis will be treated as ordinary hours of work and will not attract overtime, Flex time or TOIL. AMSA will not request or require that any employee alter their regular span of hours under these provisions.

16. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 16.1. AMSA and an employee covered by this agreement, may agree to make an individual flexibility arrangement, to vary the effect of terms of the agreement if:
- a. the agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration;
 - vi) leave and leave loading; and
 - b. the arrangement meets the genuine needs of AMSA and the employee in relation to one or more of the matters mentioned in clause 16.1; and
 - c. the arrangement is genuinely agreed to by AMSA and employee.
- 16.2. AMSA must ensure the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the Act;
 - b. are not unlawful terms under section 194 of the Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 16.3. AMSA must ensure that the individual flexibility arrangement:
- a. is in writing;
 - b. includes the name of AMSA and employee;
 - c. is signed by AMSA and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - i) includes details of:
 - a) the terms of the agreement that will be varied by the arrangement;
 - b) how the arrangement will vary the effect of the terms;
 - c) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d) states the day on which the arrangement commences.
- 16.4. AMSA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 16.5. AMSA or the employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if AMSA and employee agree in writing – at any time.

- 16.6. AMSA and the employee are to review the individual flexibility arrangement at least every 12 months.

PART 4 – SHIFT WORKERS

17. SHIFT WORK

- 17.1. An employee will be considered to be a shift worker under this agreement, if they are rostered on an ongoing basis to perform ordinary hours of work outside the span of ordinary hours.

Standard Shifts

- 17.2. The standard shifts a shift worker may be rostered to perform, are:
- twelve (12) hours and fifteen (15) minutes (with a break of thirty (30) minutes each consecutive five (5) hours worked); or
 - 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.

Shift Extension

- 17.3. 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 additional hours payment.

Shift Types

- 17.4. The standard shift types a shift worker may work are outlined in “Shift Workers – Table A”:

Shift Workers – Table A

Shift Type / Description	Shift Work Hours
Day Shift	Work starting at 06:45 and ending at 19:00 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 18:45 and ending at 07:00 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 06:30 and 18:00, equating to hours worked of eight (8) hours and thirty (30) minutes – which may extend to twelve (12) hours and fifteen (15) minutes

- 17.5. Shift commencement and finishing times may be subject to change.
- 17.6. Standard shifts include a fifteen (15) minute handover period which may be at either the start or end of each shift.

18. SHIFT ROSTERS

- 18.1. Shift workers will have access to shift rosters that specify their shift start and finish times.
- 18.2. Prior to a change in rostered shift arrangements, shift workers will be consulted and given reasonable notice of seven (7) days, or less by agreement.
- 18.3. Notification of a change in rostered shift arrangements with less than notice of seven (7) days is considered unreasonable notice. If a shift worker is given unreasonable notice, a shift worker may refuse to work the changed shift. In the event a shift worker elects to work a changed shift with unreasonable notice, overtime payments will apply for all hours worked in that shift.
- 18.4. Prior to the introduction of any new roster, AMSA will consult 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.

- 18.5. Where there is disagreement surrounding roster design or rearrangement of shift cycles, the affected shift workers and their chosen representatives will refer to clause 24, Dispute Resolution in this agreement.
- 18.6. When developing and implementing shift rosters, the health, safety and welfare of shift workers will be of primary importance. 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.
- 18.7. Shift rosters may be periodically reviewed by external parties as nominated by AMSA.

Rest Breaks

- 18.8. A rostered shift worker will be entitled to two (2) paid rest breaks each of thirty (30) minutes in duration during a standard shift of twelve (12) hours and fifteen (15) minutes.
- 18.9. 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.
- 18.10. 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.
- 18.11. A shift worker may be directed 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 worked until the required rest break occurs.

19. ANNUALISED SHIFT ALLOWANCE

- 19.1. A rostered shift worker 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.
- 19.2. Such calculation is based on the shifts that an employee would be rostered to perform over the course of year, applying the penalty rates to each shift as set out in "Shift Workers – Table B" and factoring in AMSA is paying 33% above the applicable award hourly rates for shift worker.

Shift Workers – Table B

Shift Type	Span of work	Penalty Applied
Day Shift	Work performed between 06:45 and 19:00 Monday through to Friday	15%
Night Shift	Worked performed between 18:45 and 07:00, Monday through to Friday	15%
Continuous Night Shift	Work performed continuously, for a period exceeding four weeks, between 18:45 and 07:00	30%
Saturday Shift	Work performed between 00:01 and 23:59 on a Saturday or part thereof	50%
Sunday Shift	Work performed between 00:01 and 23:59 on a Sunday or part thereof	100%
Public Holiday Shift	Work performed between 00:01 and 23:59 on a gazette Public Holiday or part thereof	150%

- 19.3. ASA will be paid at the percentages of the shift workers base annual salary as set out in “Shift Workers – Table C”:

Shift Workers – Table C

Employee Classification	ASA % of Base Salary
AMSA5.4 (ARC Trainee)	0% (ARC Trainee are not generally required to perform shift work. In the event a trainee works a small number of shifts as part of their training, they will be paid pro-rata based on the aggregated rate that applies to non-trainees.)
AMSA5.5 (SARO1) to AMSA7.3 (SSARO7)	36%

- 19.4. The calculation of ASA has been negotiated based on:
- the establishment of a shift roster for a defined period; and
 - 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.
- 19.5. 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. When an employee is not classified as a shift worker, AMSA will propose an Individual Flexibility Agreement in accordance with the provisions of Section 21 to establish relevant working arrangements, conditions and remuneration for the employee.
- 19.6. ASA is in addition to the shift workers base salary and is set out in Attachment D of this agreement.
- 19.7. ASA is payable to the shift worker on a fortnightly basis, in line with their normal pay cycle.
- 19.8. ASA counts as salary for superannuation purposes.
- 19.9. 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).
- 19.10. An employee who is a rostered shift worker is not entitled to flex time.

Shift Workers Overtime Payment

- 19.11. Any payments made to a shift worker for working additional hours will be made to the shift worker at the rate of:
- $$\text{additional hours} \times (\text{hourly rate} \times 2.0) = \text{additional hours payment.}$$
- 19.12. Any hours a shift worker is required to work outside regular roster or ordinary hours is overtime.
- 19.13. Overtime payment will be calculated at the shift worker’s base hourly rate using the employee’s base annual salary as set out in Attachment D of this agreement.
- 19.14. 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 additional hours payment be paid with respect to any shift for which any other form of penalty payment is made under this agreement.
- 19.15. 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 monthly in arrears.

- 19.16. Time off in lieu (TOIL) may be granted to a shift worker where AMSA and the shift worker agree to do so. TOIL granted to shift workers can be taken in accordance with AMSA policy and procedure for TOIL.

20. SHIFT WORK AND LEAVE

Annual leave

- 20.1. A full-time employee who is a shift-worker will accrue an additional 38 hours of annual leave in addition to the base entitlement of 152 hours of annual leave for each completed year of service.

Public holiday leave

- 20.2. A full-time employee who is a shift worker will accrue public holiday leave of eight and a half (8.5) days (64.6 hours) per annum.
- 20.3. 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 is not cumulative and must be taken during the twelve (12) month period following the leave being credited to the shift worker.
- 20.4. Public holiday leave will be taken by agreement between AMSA and the shift worker and any balance will not be paid out on termination of their employment.
- 20.5. Where one off public holiday days are declared to apply generally in a State, Territory or locality, shift workers will receive an equivalent entitlement.
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PART 5 – WORKPLACE CONSULTATION AND CHANGE

21. AMSA CONSULTATIVE COMMITTEE

- 21.1. AMSA will establish an AMSA consultative committee to discuss relevant workplace matters.
- 21.2. AMSA's consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

22. CONSULTATION

- 22.1. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 22.2. AMSA recognises:
 - a. the importance of inclusive and respectful consultative arrangements;
 - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
- 22.3. Genuine and effective consultation involves:
 - a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision making process.

When consultation is required

- 22.4. Consultation is required in relation to:
 - a. changes to work practices which materially alter how an employee carries out their work;
 - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - c. major change that is likely to have a significant effect on employees;
 - d. implementation of decisions that significantly affect employees;
 - e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - f. other workplace matters that are likely to significantly or materially impact employees.
- 22.5. AMSA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to

matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation

22.6. This Section applies if AMSA:

- a. proposes 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.

Representation

22.7. Employees may appoint a representative for the purposes of the procedures in this Section. A representative for the purpose of this clause may be a union representative.

22.8. AMSA must recognise the representative 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.

Major change

22.9. A major change is likely to have a significant effect on employees if it results in, for example:

- 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.

22.10. The following additional consultation requirements in Clause 22.11 to 22.17 apply to a proposal to introduce a major change referred to in Clause 22.9.

22.11. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to Clause 22.5.

22.12. Where practicable, an AMSA change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.

22.13. AMSA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

22.14. As soon as practicable after proposing the change, or notifying of the change in circumstances described at Clause 22.5, AMSA must:

- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change:
 - a) the effect the proposed change is likely to have on the employees; and
 - b) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

- b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed; and
 - ii. information about the expected effects of the proposed change on the employees; and
 - iii. any other matters likely to affect the employees.
- 22.15. AMSA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 22.16. However, AMSA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 22.17. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AMSA, the requirements set out in Clauses 22.11 to 22.15 are taken not to apply.

Change to regular roster or ordinary hours of work

- 22.18. The following additional consultation requirements in clause 22.19 to 22.23 apply to a proposal to introduce a change referred to in clause 22.4.e.
- 22.19. AMSA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 22.20. As soon as practicable after proposing to introduce the change, AMSA must:
 - a. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - i. the proposed introduction of the change;
 - ii. the effect the proposed change is likely to have on the employees; and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - iv. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - a) all relevant information about the proposed change, including the nature of the proposed change; and
 - b) information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - d) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 22.21. AMSA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.
- 22.22. AMSA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

- 22.23. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the Act.

23. DELEGATES RIGHTS

- 23.1. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the agency.
- 23.2. The role of union delegates is to be respected and supported.
- 23.3. AMSA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 23.4. AMSA respects the role of union delegates to:
 - a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - b. consult with other delegates and union officials, and get advice and assistance from union officials;
 - c. represent the interests of members to the employer and industrial tribunals; and
 - d. represent members at relevant union forums, consultative committees or bargaining.
- 23.5. AMSA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 23.6. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 23.7. To support the role of union delegates, AMSA will, subject to legislative and operational requirements, including privacy and security requirements:
 - a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - d. provide access to new employees as part of induction; and
 - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 23.8. Where AMSA employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or AMSA before speaking publicly in that capacity, subject to the AMSA Code of Conduct and legislative requirements.

24. DISPUTE RESOLUTION

- 24.1. If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the NES;this clause sets out procedures to settle the dispute.
- 24.2. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

- 24.3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 24.4. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 24.5. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 24.4 have been taken, a party to the dispute may refer the dispute to the FWC.
- 24.6. The FWC may deal with the dispute in 2 stages:
- a. the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.

- 24.7. While the parties are attempting to resolve the dispute using the procedures in this clause:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at AMSA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. subject to clause 24.7, 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.

- 24.8. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

- 24.9. Any disputes arising under the *AMSA Enterprise Agreement 2016 – 2019* or *AMSA Remuneration Determination 2023* or the NES that were formally notified under clause 30 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

- 24.10. Where the provisions of clauses 24.1 to 24.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in Clause 24.2, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in Clause 24.5.

PART 6 – ALLOWANCES

25. WORKPLACE RESPONSIBILITY ALLOWANCES

- 25.1. Additional payments made to eligible employees under this agreement, will be by way of an allowance.

Appointed Roles

- 25.2. A workplace responsibility allowance will be paid where an employee who is appointed by AMSA or elected by eligible peers to one of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Emergency Warden;
 - d. Harassment Contact Officer; and
 - e. Mental Health First Aid Officer.
- 25.3. An employee is not to receive more than one workplace responsibility allowance unless approved by AMSA due to operational requirements.
- 25.4. As a salary-related allowance, these rates will be paid in accordance with Attachment E

First Aid

- 25.5. The following qualifications, or their successor qualifications, are required for payment of First Aid Allowance at the relevant rate:
- a. Rate 1 – Certificate Standard 'Provide First Aid' - Registered Training Reference HLTAID003 or an equivalent qualification.
 - b. Rate 2 – Certificate Standard 'Provide Advanced First Aid' - Registered Training Reference HLTAID014 or an equivalent qualification.
 - c. Rate 3 – Certificate Standard 3 'Occupational First Aid' - Registered Training Reference HLSS00027 or an equivalent qualification.

Community Language Allowance

- 25.6. A community language allowance will be paid where AMSA determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and Auslan) in the course of their work, and the employee meets the required level of competency set by AMSA. Further information is included in policy.
- 25.7. The allowance payable is detailed in Attachment E and will apply in accordance with the employee's level of competency:
- a. Community Language Rate 1 - An employee who has adequate language skills as determined by an individual or body approved by AMSA for simple communication; or
 - b. Community Language Rate 2 – An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level, or is assessed to be at the equivalent level by an individual or body approved by AMSA.
- 25.8. The allowance:
- a. is calculated annually and paid fortnightly; and
 - b. is payable in full, regardless of flexible work and part-time arrangements; and
 - c. is payable during periods of paid leave; and
 - d. counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

- 25.9. Workplace Responsibility Allowances will be payable in full regardless of flexible work and part-time arrangements.
- 25.10. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- 25.11. An employee's physical availability to undertake the role will be considered by AMSA when appointing and reappointing employees to these roles. Noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

26. ON-CALL ALLOWANCE

- 26.1. An employee, other than an employee engaged as a Port Marine Surveyor, who is approved and rostered in advance to perform on-call duty will be entitled to a payment for each week (or part thereof) the employee is rostered to be on-call, calculated in accordance with Attachment E – Additional Payments.
- 26.2. 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 rostered on-call in advance of performance of on-call duties.
- 26.3. An employee who is on-call and required to perform on-call duties will be paid a minimum of two (2) hours each time they are required to perform such duties. On-call payments do not cumulate with other remuneration payments for additional hours. Employees already in receipt of other additional payments will not be eligible for on-call payment to perform work in accordance with this clause.
- 26.4. Overtime payments for duties arising from on-call responses will be calculated in accordance with clause 11 of this agreement.
- 26.5. Employees rostered to perform on-call duty must:
- a. answer the call within ten (10) minutes;
 - b. assess the appropriate first response required of AMSA within thirty (30) minutes; and
 - i. where the response includes attendance at a workplace, to be there within one (1) hour (inclusive of travel time) of being contacted unless it's not reasonably practical (i.e. remote port location); or
 - ii. if the requirement permits working remotely, this will be considered attendance at the workplace for the purposes of on-call response.
- 26.6. Employees participating in professional hours, will not be eligible for payment when called-out to perform duties under this clause.

27. OPERATIONAL INCIDENT RESPONSE PAYMENTS

- 27.1. An employee may be required to respond to an event determined by the CEO or an Executive Director to be an operational incident.
- 27.2. An Operational Incident Response Payment (OIRP) is a payment made to any employee covered by clause 27.1 of this agreement, where the work they perform relating to the operational incident is outside the employee's normal hours of work or additional to the employee's required number of working hours per annum. AMSA may declare an operational incident, having considered:
- a. that the incident demands an immediate response from AMSA beyond the normal routine;
 - b. the risk to the safety of persons, vessels, and the marine environment; and
 - c. the reputational risk to AMSA by not providing an immediate response to the incident.

- 27.3. Where an employee is required to respond to an operational incident, the employee will receive an OIRP, paid to the employee at a rate as calculated by the following formula:
- $$\text{operational incident response hours} \times (\text{hourly rate} \times 2.0) = \text{OIRP}$$
- *Note: hourly rate does not include additional payments payable to the employee, as set out in Attachment E.*
- 27.4. When AMSA requires an employee to respond to an operational incident, AMSA undertakes to consider the following:
- any risk to the employees' health and safety as a direct consequence of working additional hours;
 - the employees personal circumstances – inclusive of family responsibilities;
 - any notice provided by the employee of his/her intention to refuse to work the additional hours;
 - the nature of the employees role and associated level of responsibility; and
 - any other relevant and/or applicable matters.
- 27.5. An employee entitled to receive an OIRP, may be granted time off in lieu (TOIL) where AMSA and the employee agree to do so. TOIL granted under these circumstances can be taken in accordance with AMSA TOIL Policy and procedure.
- 27.6. An employee, who is rostered on-call or otherwise 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 rate for hours worked, as outlined in clause 27.3 above.
- 27.7. Employees participating in professional hours at the time they are engaged to perform duty in connection with an 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.
- 27.8. OIRP will not be paid for work performed by shift workers rostered on shift in the Joint Rescue Coordination Centre.
- 27.9. There is no requirement for an employee to work additional hours in response to an event has not been declared an operational incident, unless the employee is receiving the professional hours entitlement or an on-call payment.

28. ADDITIONAL MARITIME RESPONSIBILITIES

- 28.1. An employee approved by the CEO to undertake a maritime specialist responsibility will be entitled to payment of an allowance in accordance with Attachment E, and in accordance with AMSA policy.
- 28.2. Additional maritime responsibilities are determined by the CEO, and will include:
- a. Regional Auditor;
 - b. Regional Investigator;
 - c. Examiner- Deck / Engine;
 - d. Trainer;
 - e. Maritime Casualty Officer;
 - f. Family Liaison Officer;
 - g. Flag State Specialist Surveyor; or
 - h. any future specialist responsibilities as determined by AMSA.
- 28.3. AMSA will ensure suitably qualified and trained Marine Inspectors and Port Marine Surveyors have the opportunity for one responsibility as per clause 28.2. Distribution of additional maritime responsibilities will be based on operational requirements.
- 28.4. Other suitably qualified Operations Division employee can access additional maritime responsibilities subject to operational requirements.
- 28.5. Payment for additional maritime responsibilities in this clause will be subject to:
- a. satisfactory performance of the additional responsibilities; and
 - b. an employee fulfilling all pre-requisites for the allocated roles (including completion of any training required); and
 - c. a maximum of two (2) additional responsibilities to be approved by the Executive Director, Operations. AMSA may require an Employee to undertake more than 2 additional maritime responsibilities, however the Employee will only be entitled to payment of the Allowance at Attachment E for a maximum of 2 of those additional maritime responsibilities.

29. CAMPING AND AT-SEA BOARDING ALLOWANCE

Camping allowance

- 29.1. 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 a camping allowance.

At-sea boarding allowance

- 29.2. Employees required to remain at-sea overnight, performing AMSA duties will be paid an allowance. The allowance is only payable while remaining overnight on vessels where the accommodation is shared or has shared facilities.
- 29.3. Payment for both the camping and at-sea boarding 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.

PART 7 – WORKFORCE MANAGEMENT

30. WORKLOADS

- 30.1. AMSA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 30.2. When determining workloads for an employee or group of employees, AMSA will consider the need for employees to strike a balance between their work and personal life.
- 30.3. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, AMSA and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

31. RESPECT AT WORK

- 31.1. AMSA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. AMSA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 31.2. AMSA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.
- 31.3. AMSA will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

32. FIRST NATIONS CULTURAL COMPETENCY TRAINING

- 32.1. AMSA will take all reasonable steps to ensure all substantive, ongoing *AMSA Level 7 Classification* employees and above, employed at the commencement of this agreement or any new substantive, ongoing *AMSA Level 7 Classification* employees and above who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 32.2. Any new substantive, ongoing *AMSA Level 7 Classification* employees and above who commence after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

33. VACCINATIONS

- 33.1. AMSA will offer annual influenza vaccinations at no cost to all employees.
- 33.2. Where AMSA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

34. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 34.1. Employees, their partners, and their dependants / children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues.
- 34.2. This service will be provided at no cost to employees by AMSA and will be accessible on paid time.

35. LACTATION AND BREASTFEEDING SUPPORT

- 35.1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 35.2. AMSA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 35.3. In considering whether a space is appropriate, an agency should consider whether:
 - a. there is access to refrigeration;
 - b. the space is lockable; and
 - c. there are facilities needed for expressing, such as appropriate seating.
- 35.3. Where it is not practicable for an AMSA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 35.4. AMSA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 35.5. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.

36. RELOCATION

- 36.1. Where an existing employee is required to relocate at the request of AMSA (such as a promotion), the employee will be provided with financial relocation assistance.
- 36.2. Where an employee is required to relocate on engagement with AMSA, the employee will be provided with financial relocation assistance.
- 36.3. Reasonable expenses associated with the relocation may include:
 - a. the cost of transport of the employee, dependants and partner by the most economical means;
 - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - d. the reasonably incurred expenses in kennelling and transport of pets.

37. DISASTER SUPPORT

- 37.1. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, AMSA will consider flexible working arrangements to assist the employee to perform their work.
- 37.2. Where flexible working arrangements are not appropriate, AMSA may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 37.3. In considering what period of leave is appropriate, AMSA will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

38. PROFESSIONAL ASSOCIATION MEMBERSHIP

- 38.1. 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.

39. PERFORMANCE MANAGEMENT

- 39.1. 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 PMA, including a performance review for the period between 1 July and 30 June each year.
- 39.2. The performance review 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 have demonstrated performance and been assessed at the standard of 'meets expectations' or above.
- 39.3. 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.
- 39.4. If an employee is assessed as 'exceeds expectations' in both tasks and behaviours, they may receive the following accelerated increments and/or one-off payments:
- a. progress two pay points where there are sufficient salary pay point increments available in their current classification; or
 - b. an employee nearing the top of their classification level, may receive a progression to the next increment and/or a one-off lump sum payment of 3% of base annual salary (pro-rata for part-time employees) as at 30 June of the relevant performance year; or
 - c. an employee at the top of their classification level, will receive a one-off lump sum payment of 3% of base annual salary as at 30 June of the relevant performance year.
- 39.5. 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, aimed at improving the employee's performance to the required level.
- 39.6. All employee assessment ratings are subject to a moderation process by AMSA.
- 39.7. All salary outcomes arising from the performance review process will be payable from 1 July each year.

PART 8 – PAID LEAVE ENTITLEMENTS

40. ANNUAL LEAVE

- 40.1. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
- 40.2. Annual leave may be taken at half pay unless the employee has an excess leave balance, in which case AMSA's approval is required.
- 40.3. Excess leave will be managed in accordance with this agreement and AMSA policy.
- 40.4. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 40.5. Employees will receive payment in lieu of any untaken annual leave upon separation from AMSA.

Cashing out of Annual leave

- 40.6. An employee may cash out a maximum of four weeks annual leave (152 hours, or pro-rata amount for part-time employees) each financial year, provided that they have taken at least two (2) weeks annual leave in twelve (12) months immediately preceding the request to cash out annual leave.
- 40.7. The cashing out must not result in the employee's remaining accrued entitlement to annual leave being less than four (4) weeks (152 hours or part-time equivalent).
- 40.8. An election to cash out annual leave must be made in writing from the employee to AMSA.
- 40.9. The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.

Direction to take Annual Leave

- 40.10. An employee with an annual leave balance in excess of nine (9) weeks (342 hours), (or pro-rata amount for part-time employees) may be directed to take some or all of their excess annual leave.

41. PERSONAL / CARER'S LEAVE

- 41.1. Employees (other than casual employees) are entitled to 18 days paid (136.8 hours), (or pro-rata for part time employees), paid Personal/Carer's leave per year.
- 41.2. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with AMSA. After 12 months, the employee's leave will accrue daily, credited at least monthly. This is to be implemented by AMSA by 1 January 2026.
- 41.3. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with AMSA. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- 41.4. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Transitional arrangements

- 41.5. Because AMSA does not currently provide for daily accrual of personal/carer's leave in subsequent years of employment, AMSA will use transitional arrangements.
- 41.6. Where an employee:
- a. has, or cares for someone with, a chronic condition or other ongoing illness;
 - b. is recovering from surgery;
 - c. is pregnant; or
 - d. is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, AMSA will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.
- 41.7. Leave at half pay may be approved by AMSA.
- 41.8. Personal/carer's leave is to be used:
- a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition; and/or
 - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - i. of a personal illness or injury affecting the other person; or
 - ii. of an unexpected emergency affecting the other person.

Carers Leave

- 41.9. An employee has caring responsibilities if another person needs care because they:
- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the employee.

Evidence

- 41.10. Evidence may be requested after:
- a. more than 3 consecutive days; and
 - b. more than 8 days without evidence in a calendar year.
 - c. Acceptable evidence includes:
 - i. a certificate from a registered health practitioner;
 - ii. a statutory declaration; and
 - iii. another form of evidence approved by AMSA.
- 41.11. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

42. COMPASSIONATE AND BEREAVEMENT LEAVE

Compassionate leave

- 42.1. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
 - a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - b. the employee or their partner has a miscarriage.
- 42.2. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 42.3. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 42.4. For casual employees, compassionate leave is unpaid.

Bereavement leave

- 42.5. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
 - a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - b. a child is stillborn, where the child was a member of their family (including a member of their household).
- 42.6. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 42.7. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 42.8. For casual employees, bereavement leave is unpaid.

43. LONG SERVICE LEAVE

- 43.1. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 43.2. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay).
- 43.3. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in clause 57 Re-crediting of Leave, in this agreement.

44. PARENTAL LEAVE

- 44.1. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements.
- 44.2. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months.
- 44.3. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 44.4. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 44.5. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

- 44.6. An employee is entitled to parental leave with pay in accordance with clauses 44.9 and 44.10 below within the parental leave period:
- Any further parental leave during the parental leave period is without pay.
 - Unused paid parental leave remaining at the end of the employee's parental leave period will lapse.
- 44.7. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement, during the parental leave period, that would otherwise be without pay.
- 44.8. Employees newly engaged or who have moved to AMSA from another Commonwealth agency are eligible for the paid parental leave in clauses 44.9 and 44.10 where such paid leave had not already been provided by another Commonwealth agency in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth agency is less than the limits specified in clauses 44.9 and 44.10 the balance is available to the employee.
- 44.9. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided below:

Primary caregivers circumstances for Paid Parental Leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 week's paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks.
No ML Act eligibility or coverage	18 weeks

- 44.10. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided below:

Secondary caregivers circumstances for Paid Parental Leave.

Period which coincides with the parental leave period for the second caregiver	Parental leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided.
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided.

Flexibility

- 44.11. Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.

Payment

- 44.12. The rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

Half Pay Option

- 44.13. The payment of any paid parental leave may be span over a maximum period of 36 weeks at no less than half the normal rate of salary.
- 44.14. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- 44.15. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
 - b. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 44.16. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

- 44.17. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 44.18. A stillborn child is a child:
- a. who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
 - b. who has not breathed since delivery; and
 - c. whose heart has not beaten since delivery.

Pregnancy loss leave

- 44.19. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave.
- 44.20. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 44.21. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the Act and this agreement.

Premature birth leave

- 44.22. In circumstances of a live birth before 37 weeks' gestation, a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.
- 44.23. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. Under clause 44.21, the employee may postpone their paid premature birth leave, until after the legislated paid maternity leave is used.

45. EMERGENCY RESPONSE LEAVE

- 45.1. As provided in section 108 of the Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- a. the time engaged in the activity;
 - b. reasonable travelling time; and
 - c. reasonable recovery time.
- 45.2. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. AMSA may provide additional emergency response leave with pay.
- 45.3. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 45.4. Paid leave may be refused where the employee's role is essential to AMSA's response to the emergency.
- 45.5. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 45.6. AMSA may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 45.7. Emergency response leave, with or without pay, will count as service.

46. JURY DUTY

- 46.1. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 46.2. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 46.3. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 46.4. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 46.5. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the AMSA for the period of absence. This will be administered in accordance with the overpayments clause.

47. DEFENCE LEAVE

Defence service sick leave

- 47.1. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war like service; or
 - b. non-war like service.
- 47.2. An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as at the following dates, whichever is later:
 - i. they start employment with the AMSA; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

- 47.3. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 47.4. Unused annual credits can be built up to 9 weeks.
- 47.5. An employee cannot use annual credits until the initial credit is exhausted.
- 47.6. Defence service sick leave is paid and counts as service for all purposes.

Defence reservist leave

- 47.7. AMSA will give an employee leave with or without pay to undertake:
 - a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
- 47.8. An employee who is a Defence Reservist can take leave with pay for:
 - a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 47.9. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 47.10. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
- 47.11. In addition to the entitlement at clause 47.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 47.12. Paid defence reservist leave counts for service.
- 47.13. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 47.14. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 47.15. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

48. PORT MARINE SURVEYOR'S LEAVE

- 48.1. An employee working as a Port Marine Surveyor is entitled to Port Marine Surveyor's Leave as compensation for the planned out of hours duty work as described in Attachment B.
- 48.2. The balance of Port Marine Surveyor's Leave will not be paid out to the employee:
 - a. on termination of their employment with AMSA; or
 - b. on promotion to another position within AMSA that does not include an entitlement to leave as set out in accordance with this clause.

49. CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC Leave

- 49.1. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 49.2. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

- 49.3. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 49.4. AMSA may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 49.5. First Nations ceremonial leave can be taken as part days.
- 49.6. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 49.7. AMSA may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
- 49.8. AMSA may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 49.9. Cultural leave can be taken as part days.
- 49.10. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 49.3 above.

50. LEAVE TO ATTEND PROCEEDINGS

- 50.1. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of AMSA in the course of their duties, will be considered on duty.
- 50.2. An employee who is not covered under clause 49.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and AMSA.
- 50.3. An employee may otherwise be granted paid or unpaid miscellaneous leave by AMSA if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu (TOIL) if available.
- 50.4. AMSA may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

51. BLOOD DONATION

- 51.1. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 51.2. The employee must inform their supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

52. MISCELLANEOUS LEAVE

Miscellaneous Leave With Pay

- 52.1. AMSA may approve paid miscellaneous leave which counts as service for all purposes.
- 52.2. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 52.3. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 52.4. Approved but unused miscellaneous leave with pay will not be paid out to the employee on termination of their employment with AMSA.

Miscellaneous Leave Without Pay

- 52.5. AMSA may approve miscellaneous leave without pay.

Effect of Miscellaneous Leave

- 52.6. Miscellaneous leave without pay will not count for service for any purpose, unless AMSA approves the period of leave will count for service.
- 52.7. An aggregate of miscellaneous leave without pay will not count for service totalling more than 30 calendar days in a 12-month period and will not count as service for the accrual of leave entitlements.

53. CHRISTMAS CLOSEDOWN

- 53.1. 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.
- 53.2. During this period, referred to as the Christmas closedown, employees (other than shift workers) are eligible to three (3) days (22.8 hours), of additional paid leave to cover this period.
- 53.3. Employees required to work, or rostered as on-duty during the Christmas Closedown will be provided with TOIL and will be paid in accordance with their ordinary hours of work.

54. PURCHASED ANNUAL LEAVE

- 54.1. An employee with at least twelve (12) months continuous service with AMSA may apply to purchase annual leave.
- 54.2. 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.
- 54.3. An employee may purchase up to four weeks of additional annual leave in any one year period (pro-rata for part-time employees). Purchased leave is credited to the employee for immediate use. The leave is paid for progressively each pay day over a period of 12 months, or a shorter period if requested by the employee. Payments for the purchased leave commence immediately following the leave being credited. Purchased leave requests may be refused where an employee has an excess annual leave entitlement in accordance with clause 40.10.
- 54.4. Periods of purchased annual leave count for service and will not affect salary for superannuation or any other purpose.

55. PUBLIC HOLIDAYS

- 55.1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the Act:
- a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (ANZAC Day);
 - e. the Monarchs birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a public holiday.
- 55.2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 55.3. AMSA and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 55.4. AMSA and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 55.5. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 55.6. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., If on long service leave on half pay, payment is at half pay).
- 55.7. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 55.1 to 55.8.
- 55.8. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 55.9. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, AMSA may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

56. FAMILY AND DOMESTIC VIOLENCE SUPPORT

- 56.1. AMSA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 56.2. AMSA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 56.3. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 56.4. An employee experiencing family and domestic violence is able to access paid miscellaneous leave for the following reasons (but not limited to).
 - a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
- 56.5. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 56.6. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 56.7. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 56.8. Paid miscellaneous leave available under this clause is paid.
 - j. for ongoing and non-ongoing employees at their full rate as if they were at work; or
 - k. for casual employees at their full pay rate for the hours they were rostered to work in the period they took leave.
- 56.9. Evidence may be required to support the approval of this leave. In most cases this will not be required. Where it is, this will be discussed with the employee and statutory declaration is the only form of evidence AMSA will require, unless the employee chooses to provide another form of evidence.
- 56.10. AMSA will take all reasonable measures to maintain information relating to family and domestic violence in strictest confidence. AMSA will adopt a 'need to know' approach regarding communication of an employee's experience of family and domestic violence, particularly to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 56.11. Where AMSA needs to disclose confidential information for purposes identified in clause 56.10, where possible, AMSA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 56.12. AMSA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the

purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.

- 56.13. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 56.14. AMSA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

57. RE-CREDITING OF LEAVE

- 57.1. When an employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- h. personal/carer's leave;
- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to family and domestic violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss;

the affected period of leave will be re-credited.

- 57.2. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 57.3. Re-crediting is subject to appropriate evidence of eligibility for the substituted Leave.

PART 10 – RESIGNATION, TERMINATION OF EMPLOYMENT AND REDUNDANCY

58. RESIGNATION

- 58.1. An employee may resign from their employment by giving AMSA at least 14 calendar days' notice.
- 58.2. At the instigation of AMSA, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 58.3. AMSA has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

- 58.4. When an employee dies, or AMSA has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, AMSA must authorise payments to the partner, dependants or legal representative of the former employee:
 - a. the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement; or
 - b. where legislation provides specifically for amounts calculated based on the death of the employee, those amounts; and
 - c. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

59. TERMINATION OF EMPLOYMENT

- 59.1. 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.
- 59.2. 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.
- 59.3. Where an employee is to be terminated for structural or other reasons, the employee will be entitled to redundancy provisions as outlined in clause 60.1.
- 59.4. If the employee fails to serve out any part of that period of notice mentioned in clause 58.1, AMSA will have the right to withhold monies equal to the amount of salary payable for the period not served.
- 59.5. AMSA may assign alternative duties to the employee during any period of notice.
- 59.6. Termination, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures described in clause 24 of this agreement.

60. REDUNDANCY

- 60.1. 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.
- 60.2. 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

- 60.3. 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.
- 60.4. 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.
- 60.5. 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

- 60.6. 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.
- 60.7. 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.
- 60.8. 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

- 60.9. 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 of redundancy to either accept or reject the offer of redundancy.
- 60.10. If the employee is placed in another ongoing 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.
- 60.11. 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 (including fringe benefits and other taxation). The provision of support other than training and financial advice will be at AMSA's discretion.

Notice of termination due to redundancy

- 60.12. 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.
- 60.13. 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.

Accepting an offer of redundancy

- 60.14. 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 60.12.

Retention period

- 60.15. 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.
- 60.16. 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.
- 60.17. 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 classification and salary payable to employees under this agreement as set out in clause 6.1 are specified below:

AMSA Level	Salary prior to commencement	10/06/2024 (4% increase)	10/06/2025 (3.8% increase)	10/06/2026 (3.4% increase)
1.1	\$54,737	\$56,926	\$59,089	\$61,098
1.2	\$56,378	\$58,633	\$60,861	\$62,930
1.3	\$58,071	\$60,394	\$62,689	\$64,820
1.4	\$59,813	\$62,206	\$64,570	\$66,765
2.1	\$61,949	\$64,427	\$66,875	\$69,149
2.2	\$63,810	\$66,362	\$68,884	\$71,226
2.3	\$65,723	\$68,352	\$70,949	\$73,361
2.4	\$67,695	\$70,403	\$73,078	\$75,563
2.5	\$69,725	\$72,514	\$75,270	\$77,829
3.1	\$70,564	\$73,387	\$76,176	\$78,766
3.2	\$72,684	\$75,591	\$78,463	\$81,131
3.3	\$74,863	\$77,858	\$80,817	\$83,565
3.4	\$77,110	\$80,194	\$83,241	\$86,071
3.5	\$79,422	\$82,599	\$85,738	\$88,653
4.1	\$81,416	\$84,673	\$87,891	\$90,879
4.2	\$83,860	\$87,214	\$90,528	\$93,606
4.3	\$86,376	\$89,831	\$93,245	\$96,415
4.4	\$88,966	\$92,525	\$96,041	\$99,306
4.5	\$91,635	\$95,300	\$98,921	\$102,284
4.6	\$94,386	\$98,161	\$101,891	\$105,355
5.1	\$94,738	\$98,528	\$102,272	\$105,749
5.2	\$97,579	\$101,482	\$105,338	\$108,919
5.3	\$100,507	\$104,527	\$108,499	\$112,188
5.4	\$103,524	\$107,665	\$111,756	\$115,556
5.5	\$106,629	\$110,894	\$115,108	\$119,022
5.6	\$109,829	\$114,222	\$118,562	\$122,593
5.7	\$113,122	\$117,647	\$122,118	\$126,270
6.1	\$115,565	\$120,188	\$124,755	\$128,997
6.2	\$119,032	\$123,793	\$128,497	\$132,866
6.3	\$122,603	\$127,507	\$132,352	\$136,852
6.4	\$126,281	\$131,332	\$136,323	\$140,958
6.5	\$130,069	\$135,272	\$140,412	\$145,186
6.6	\$133,972	\$139,331	\$144,626	\$149,543
6.7	\$134,779	\$140,170	\$145,496	\$150,443
7.1	\$138,821	\$144,374	\$149,860	\$154,955
7.2	\$142,986	\$148,705	\$154,356	\$159,604
7.3	\$147,275	\$153,166	\$158,986	\$164,392
7.4	\$151,694	\$157,762	\$163,757	\$169,325
7.5	\$156,246	\$162,496	\$168,671	\$174,406
7.6	\$160,932	\$167,369	\$173,729	\$179,636

AMSA Level	Salary prior to commencement	10/06/2024 (4% increase)	10/06/2025 (3.8% increase)	10/06/2026 (3.4% increase)
8.1*	\$167,626	\$174,331	\$180,956	\$187,109
8.2*	\$172,656	\$179,562	\$186,385	\$192,722
8.3*	\$177,834	\$184,947	\$191,975	\$198,502
8.4*	\$183,171	\$190,498	\$197,737	\$204,460

*ASMA8.1 Entry Level Principal Advisor

*AMSA8.2 12 Months Principal Advisor

*AMSA8.3 24 Months Principal Advisor

*AMSA8.4 Section Head Progression to AMSA Level 8.4 is via direct appointment

ATTACHMENT B – SALARY AND CAREER PROGRESSION

– PORT MARINE SURVEYORS AND MARINE INSPECTORS

PORT MARINE SURVEYORS

- 1) For the purposes of this Attachment, **Port Marine Surveyor** means an employee engaged as a Port Marine Surveyor however described in the table in Attachment B.

Planned out of hours duty work

- 2) **Planned out of hours duty work** means work performed by a Port Marine Surveyor that is:
 - a. scheduled in advance of being performed
 - b. performed outside of the span of hours.
- 3) A Port Marine Surveyor's total ordinary hours of work are 1983 hours per annum, which may include planned out of hours duty work in accordance with the requirements of their role. This work is subject to shipping schedules and other operational requirements.
- 4) A full-time Port Marine Surveyor will accrue two weeks (pro rata for part-time Surveyors) of additional leave (Port Marine Surveyor's Leave) per year of service. This leave compensates the employee for performing up to 76 additional hours of planned out of hours duty work that does not attract:
 - a. overtime payments, or
 - b. Time off in lieu (TOIL)
- 5) Port Marine Surveyor's Leave will accrue fortnightly.
- 6) A Port Marine Surveyor may be required to work reasonable additional hours within the span of hours. These reasonable additional hours will be compensated as TOIL in accordance with clause 13.

On-call work

- 7) **On-call work** means unscheduled work undertaken by a Port Marine Surveyor outside of the span of hours, that may be directed by a supervisor or manager. This work may include:
 - a. responding to calls and incident notifications;
 - b. exercising urgent functions related to Domestic Commercial Vessel certification;
- 8) A Port Marine Surveyor participating in a regional office on-call /duty roster and performing on-call work will receive a superable, annualised Port Marine Surveyor allowance per annum in accordance with Attachment E, paid on a fortnightly basis. This allowance is not payable during any period of leave exceeding 6 weeks.
- 9) A Port Marine Surveyor who is required to perform duties arising from on-call responses (e.g. attendance at a work location which cannot be dealt with remotely or deferred to normal working hours) will be compensated with TOIL, subject to:
 - a. a direction given to the employee to perform the on-call work before it is performed; or
 - b. if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.

Port Marine Surveyor Progression

- 10) An employee may be appointed as a Principal Regional Port Marine Surveyor (PRPMS) by Executive Director, Operations at *AMSA Level 8.4 Classification* following a selection process.
- 11) To be eligible for appointment to the position of PRPMS, an AMSA employee must hold:
 - a. significant relevant industry experience; and
 - b. 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).

- 12) The salary scale in Attachment B will apply to AMSA employees who hold or have held:
 - a. a Marine Engineer Class 1 Certificate of Competency; or
 - b. a Master (Unlimited) Certificates of Competency; or
 - c. an equivalent tertiary Degree (e.g. Naval Architect);and whose primary duties include vessel inspections, port state control, examinations, audit, investigations, training and monitoring and enforcement of National and International Regulations.
- 13) An employee engaged as a Port Marine Surveyor will commence as an Entry Level Port Marine Surveyor at AMSA level 7.2. Progression within this classification structure is set out in Attachment B, Annex 1, and:
 - a. Is linked to agreed professional development steps,
 - b. subject to participation in AMSA's Performance Management Arrangements, and
 - c. subject to receiving a minimum overall rating of "meets expectations" in AMSA's performance management and development process.
- 14) An employee who has completed thirty-six (36) months of service with AMSA as a Port Marine Surveyor can apply through their Regional Manager for accelerated progression to a Senior Port Marine Surveyor, subject to:
 - a. receiving a overall rating of "meets expectations" in AMSA's performance management and development process for each year employed, and
 - b. meeting the required core capabilities at Senior Port Marine Surveyor level, and
 - c. completing all mandatory training as required by AMSA, and
 - d. completing a minimum period of 3 months acting in a role other than Port Marine Surveyor
- 15) For the purposes of subclause 14(d), AMSA will support Port Marine Surveyors to act in other roles, subject to operational requirements.
- 16) The agreed professional development steps will be subject to review in the event of changes to AMSA obligations impacting on the Port Marine Surveyor role.

MARINE INSPECTORS

- 17) AMSA commits to developing a progression pathway for Marine Inspectors as part of the technical capability framework.

Pilbara and Torres Strait Allowance

- 18) A Port Marine Surveyor and Marine Inspector located in the Pilbara and Torres Strait will be entitled to an allowance as listed in Attachment E.
- 19) A full-time Port Marine Surveyor and Marine Inspector:
 - a. when working in the Pilbara or Torres Strait will accrue an additional thirty-eight (38) hours of recreation leave for each completed year of service and credited on the anniversary of commencement in that location each year.
 - b. when located and residing in the Pilbara or Torres Strait and their partner(s) and dependent(s) reside with the employee, will be entitled to two return airfares to:
 - i) Perth (if based in the Pilbara); or
 - ii) Brisbane (if based in Torres Strait).for each completed year of service; and
 - c. when located in the Pilbara or Torres Strait, will be provided with a house for a nominal annual rental amount with a subsidy towards electricity, subject to the employee entering into a tenancy agreement with AMSA.
- 20) AMSA may authorise similar benefits to other employees in approved remote localities.

MOTOR VEHICLE USE

- 21) An employee engaged as a Port Marine Surveyor or Marine Inspector may have reasonable personal use of a motor vehicle. More information can be found in relevant AMSA policy.
- 22) 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.
- 23) 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.

Attachment B - Annex 1

– Employees undertaking Port Marine Surveyor duties

Employees engaged as Port Marine Surveyors will commence at an *AMSA level* 7.2 as an Entry Level Port Marine Surveyor and be engaged to a level within the classification structure. Port Marine Surveyors must meet the progression requirements as set out in the following table.

Classification prior to commencement	Classification on commencement	Salary prior to commencement	10/06/2024	10/06/2025	10/06/2026	Progression requirements
Entry Level Port Marine Surveyor	AMSA 7.2 (Entry Level PMS)	\$138,828	\$148,705	\$154,356	\$159,604	Employee with no prior AMSA service appointed to the position of Port Marine Surveyor
Port Marine Surveyor Level 1	AMSA 7.4 (PMS Level 1)	\$150,850	\$157,762	\$163,757	\$169,325	Completion of 12 months service with AMSA. Completion of familiarisation and training in accordance with the AMSA surveyor training package.
Port Marine Surveyor Level 2	AMSA 7.5 (PMS Level 2)	\$154,456	\$162,496	\$168,671	\$174,406	Completion of 24 months of satisfactory service with AMSA carrying out the duties of a PMS and completion of required training.
Senior Port Marine Surveyor	AMSA 7.6* (PMS Level 3)	\$162,871	\$169,386	\$175,823	\$181,801	Completion of seventy-two (72) months satisfactory service with AMSA carrying out the duties as a Port Marine Surveyor. An employee who has completed thirty-six (36) months of service with AMSA as a Port Marine Surveyor can apply through their Regional Manager for accelerated progression to a Senior Port Marine Surveyor on meeting expectations. Requirements for accelerated progression will be addressed in policy to be implemented during the life of this Enterprise Agreement.
Principal Regional Port Marine Surveyor	AMSA 8.4 (PMS Level 4)	\$183,171	\$190,498	\$197,737	\$204,460	Appointed by AMSA following a selection process.

*While classified as AMSA level 7.6 SPMS will retain their existing salary without reduction and wage increases will be applied to the existing salary.

ATTACHMENT C – SALARY AND CAREER PROGRESSION

– ADVISORS: MARITIME PROFESSIONALS

Operation and application

- 1) Classifications will commence as follows, unless otherwise determined by the relevant Executive Director
 - a) Advisors: Maritime Professionals – *AMSA level 6.4 Classification*
 - b) Principal Advisors: Maritime Professionals – *AMSA level 8.1 Classification*;
 - c) Section Heads: Maritime Professionals – *AMSA Level 8.4 Classification*.

Classification descriptions

- 2) Advisors (including Senior Advisors): Maritime Professionals 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: Maritime Professionals, 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: Maritime Professionals are employees who possess the qualifications and experience as set out in clause 3 of Attachment C and as appointed by AMSA to this Classification.

ATTACHMENT D – SALARY AND CAREER PROGRESSION

– EMPLOYEES UNDERTAKING SHIFT WORK

Operation and Application

Employees undertaking shift work (response officers), will commence at an *AMSA level 5.4 Classification*. Shift workers are broad banded at *AMSA Level 5 and 6 Classification* within the structure. Shift workers (response officers) must meet the training and progression requirements below:

Classification prior to commencement	Classification on commencement	Salary prior to commencement	10/06/2024	10/06/2025	10/06/2026	Progression requirements
ARC Trainee	AMSA 5.4 (ARC Trainee)	\$102,140	\$107,665	\$111,756	\$115,556	An employee undertaking initial AMSA Response training.
SARO 1	AMSA 5.5 (SARO1)	\$104,165	\$110,894	\$115,108	\$119,022	Successful completion of mandatory AMSA Response training as required and able to complete shifts within AMSA Response Centre under close supervision.
SARO 2	AMSA 5.7 (SARO2)	\$111,856	\$117,647	\$122,117	\$126,269	Minimum of 12 months as AMSA 5.5 within AMSA Response Centre. Assessed as competent and able to perform response duties under minimal supervision.
SARO 3	AMSA 6.1 (SARO3)	\$115,150	\$120,188	\$124,755	\$128,996	Minimum of 12 months as AMSA 5.7 within AMSA Response Centre. Assessed as competent in an extended range of response duties under minimal supervision.
SARO 4	AMSA 6.4 (SARO4)	\$117,592	\$131,332	\$136,323	\$140,958	Completion of advanced AMSA Response training, meeting capability requirements, and qualified to manage a team and perform the function of a response coordinator.
SSARO 5	AMSA 7.1 (SSARO 5)	\$137,264	\$144,374	\$149,860	\$154,955	By appointment from Executive Director Response, following a competitive selection process.
SSARO 6	AMSA 7.2 (SSARO 6)	\$141,306	\$148,705	\$154,356	\$159,604	Minimum of 12 months at AMSA 7.1 within AMSA Response Centre, assessed as competent to fulfill the role at AMSA 7.2 with minimal supervision and has taken a portfolio lead as required.
SSARO 7	AMSA 7.3 (SSARO 7)	\$145,471	\$153,166	\$158,986	\$164,392	By appointment from the Executive Director Response following completion of a minimum of 12 months at AMSA 7.2.

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.

Allowance	10/06/2024 (4.0% Increase)	10/06/2025 (3.8% Increase)	10/06/2026 (3.4% Increase)
First Aid – Rate 1 (per annum)	\$714	\$741	\$766
First Aid – Rate 2 (per annum)	\$878	\$911	\$942
First Aid – Rate 3 (per annum)	\$1078	\$1,119	\$1,157
Emergency Warden, Health and Safety Representative, Mental Health First Aid Officer and Harassment Contact Officer (per annum))	\$793	\$823	\$851
Community Language – Rate 1 (per annum)	\$1,435	\$1,490	\$1,541
Community Language – Rate 2 (per annum)	\$2,870	\$2,979	\$3,080
On-call Allowance (per week – clause 26.1)	\$634	\$658	\$680
On-Call Allowance (annualised – Attachment B, Clause 8)	\$5,000	\$5,190	\$5,366
Additional Maritime Responsibility (each per annum – to a maximum of 2)	\$4,000	\$4,152	\$4,293
Pilbara / Torres Strait Allowance (per annum)	\$12,677	\$13,159	\$13,606
Camping Allowance (per night)	\$152	\$158	\$163
At-sea Boarding Allowance (per night)	\$152	\$158	\$163

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.

Definitions

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.

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.

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.

Relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

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).

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

Eligible Employees

- 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) 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.

Supported Wage Rates

- 3) Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum salary as set out below:

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

- 4) Provided that the minimum amount payable must be not less than \$102 per week.

- 5) If an employee's assessed capacity is 10% or less, AMSA will provide a higher degree of assistance and support to the employee.

Assessment of Capacity

- 6) 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.
- 7) 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.

Lodgement of SWS Wage Assessment Agreement

- 8) 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 FWC.
- 9) 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 FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

Review of Assessment

- 10) 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.

Other Terms and Conditions of Employment

- 11) 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.

Workplace Adjustment

- 12) 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.

Trial period

- 13) 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 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 14) 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.
- 15) The minimum amount payable to the employee during the Trial Period must be no less than \$102 per week.
- 16) Work trials should include induction or training as appropriate to the job being trialled.
- 17) 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 of Attachment F.

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FORMAL ACCEPTANCE OF THE AGREEMENT AND SIGNATORIES



Signed:

Date 1 July 2024

Mick Kinley

Chief Executive Officer

Australian Maritime Safety Authority

18 Marcus Clarke Street

Canberra ACT 2601



Signed

Date 1 July 2024

John Ryall

National Organiser

Community and Public Sector Union

10/440 Collins Street

Melbourne VIC 3000



Signed

Date 01.07.24

Martin Byrne

Federal Secretary

Australian Institute of Marine and Power Engineers

52 Buckingham Street

Surry Hills NSW 2010



Signed

Date 01/07/2024

Katherine Alling

Employee Bargaining Representative

18 Marcus Clarke Street

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