



## DECISION

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

**AMES Australia**  
(AG2016/8088)

### **AMES AUSTRALIA ADMINISTRATIVE STAFF AGREEMENT 2016**

State and Territory government administration

COMMISSIONER GREGORY

MELBOURNE, 16 FEBRUARY 2017

*Application for approval of the AMES Australia Administrative Staff Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *AMES Australia Administrative Staff Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by AMES Australia. The Agreement is a single enterprise agreement.

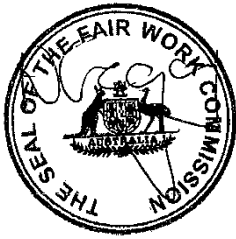
[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 February 2017. The nominal expiry date of the Agreement is 29 February 2020.



COMMISSIONER

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Annexure A



Level 4  
1 Little Collins Street  
Melbourne VIC 3000  
Telephone 13 AMES (2637)  
Facsimile 03 9938 4600

Ms Vanessa Mantella  
Member Support Research Team  
Fair Work Commission

**Postal Address**  
GPO Box 4381  
Melbourne VIC 3001

By email: [Member.Assist@fwc.gov.au](mailto:Member.Assist@fwc.gov.au)

ABN 49 056 993 913

[www.ames.net.au](http://www.ames.net.au)

Dear Ms Mantella

**AG2016/8088 – Application for the approval of the AMES Australia Administrative Staff Agreement 2016 (Proposed Agreement)**

I refer to your email dated 8 February 2017 and provide the following responses to the concerns raised by Commissioner Gregory with respect to the Proposed Agreement.

***Flexibility Term***

AMES Australia notes that the model flexibility term will be taken to be a term of the Proposed Agreement.

***National Employment Standards***

AMES Australia notes Commissioner Gregory's concern that clause 25.2 of the Proposed Agreement may result in employees losing entitlements that have been accrued while working under a flexible working arrangement.

AMES Australia undertakes to amend the Proposed Agreement by deleting clause 25.2 of the Proposed Agreement and replacing it with the following:

- 25.2 Access to these provisions and working arrangements must fit in with the organisational requirements of AMES Australia and are subject to the prior approval of the Employee's manager. AMES Australia reserves the right to cease flexible working arrangements at any time, if it is deemed that they are unsuitable for organisational needs.

***Better Off Overall Test***

**Shift work penalties**

With respect to the Commissioner Gregory's concern that employees in classifications 1.1.1 to 1.1.5 may be worse off if working afternoon shifts, AMES Australia confirms that AMES Australia does not have any employees or positions at a classification level lower than 1.1.6.

In light of the salary grades at Schedule 1 of the Proposed Agreement and AMES Australia's staffing profile, AMES Australia submits that employees are better off overall under the Proposed Agreement.



Preferred hours clause

With respect to Commissioner Gregory's concerns regarding clause 21.2 of the Proposed Agreement, AMES Australia undertakes to amend the Proposed Agreement by deleting clause 21.2 of the Proposed Agreement.

***Views of bargaining representatives***

I confirm that AMES Australia has today sought the views of all bargaining representatives regarding the undertakings that AMES Australia proposes to give in respect of clauses 25.2 and 21.2 of the Proposed Agreement.

Yours sincerely



Cath Scarth  
Chief Executive Officer

13 10 17

**AMES AUSTRALIA**

**ADMINISTRATIVE STAFF**

**AGREEMENT 2016**

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## 1. Title

This Agreement shall be known as the AMES Australia Administrative Staff Agreement 2016 ("**Agreement**").

## 2. Arrangement

- A. Interpreting this **Agreement**
- B. Objectives and working environment
- C. Employment at **AMES Australia**
- D. Remuneration and benefits
- E. Working at **AMES Australia**
- F. Leave entitlements
- G. Allowances and other entitlements

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## A. Interpreting this Agreement

### 3. Definitions

In this document, unless otherwise provided:

- 3.1 "**Adoptive Child**" means the child placed with the **Employee** for adoption.
- 3.2 "**Agreement**" means the *AMES Australia Administrative Staff Agreement 2016*.
- 3.3 "**AMES Australia**" means the Employer, ABN is 49 056 993 913.
- 3.4 "**Anti-Discrimination Legislation**" means applicable State or Federal anti-discrimination legislation and its associated regulations governing the **AMES Australia** workplace.
- 3.5 "**Approved Rehabilitation Program**" means a Drug, Alcohol or Gambling rehabilitation program that has been independently and clinically approved as being effective in the treatment or management of drug, alcohol or gambling abuse.
- 3.6 "**Assessed Capacity**" means the capacity the **Employee** has to undertake work, as assessed under the SWS.
- 3.7 "**Authority**" means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.
- 3.8 "**Birth Child**" means the child of the **Employee**.
- 3.9 "**Carers Leave**" has the meaning given to it in sub-clause 32.3.2.
- 3.10 "**Casual Employee**" means an **Employee** who is engaged and paid on an hourly basis.
- 3.11 "**CEO**" means Chief Executive Officer of **AMES Australia**.
- 3.12 "**CPSU**" means the Community and Public Sector Union.
- 3.13 "**De Facto Partner**" means a person who, although not legally married to the **Employee**, lives with the **Employee** in a relationship as a couple on a genuine domestic basis (whether the **Employee** and the person are of the same sex or different sexes).
- 3.14 "**Employee**" means a person employed by **AMES Australia**, other than:



- a person whose terms and conditions of employment are regulated by the *AMES Australia (AMES) Teachers' Enterprise Agreement 2015* or its successor;
  - a person employed in Hospitality and / or Catering positions at **AMES Australia**;
  - a person employed by **AMES Australia** in the capacity of Vocational Education and Training trainer and / or assessor; or
  - **AMES Australia** Executives to whom the Policy on Executive Remuneration for Public Entities in the Broader Public Sector applies.
- 3.15 "Family Violence" includes physical, sexual, financial or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).
- 3.16 "Fixed Term Employee" means an **Employee** employed under sub-clause 12.6.
- 3.17 "Flexi-Time Arrangement" means an arrangement between the **Employee** and **AMES Australia** that provides an opportunity for the **Employee** to vary the **Employee's** normal working hours pattern without reducing the overall hours worked per week by that **Employee**.
- 3.18 "Full Time Employee" means any **Employee** engaged on a full time basis to work 38 hours per week.
- 3.19 "FW Act" means the *Fair Work Act 2009* (Cth), as amended from time to time.
- 3.20 "FWC" means the Fair Work Commission.
- 3.21 "Grade" means the Grade determined in Schedule 1 of the Agreement
- 3.22 "HSR" means Health and Safety Representative, as formally appointed in accordance with **OHS Legislation**.
- 3.23 "IFA" means an Individual Flexibility Arrangement under the **FW Act**.
- 3.24 "Immediate Family" means:
- 3.24.1 a Spouse, De Facto Partner, child, parent, grandparent, grandchild or sibling of the **Employee**; or
- 3.24.2 a child, parent, grandparent, grandchild or sibling of a Spouse or De Facto Partner of the **Employee**.
- 3.25 "Make-Up Pay" means the amount equal to the salary an **Employee** would receive for paid **Personal Leave**, less the amount of weekly payments of compensation paid to an **Employee**, because that **Employee** has an accepted workers' compensation claim that entitles the **Employee** to weekly benefit payments.
- 3.26 "NES" means the National Employment Standards prescribed in the **FW Act**.
- 3.27 "OHS" means occupational health and safety.
- 3.28 "OHS Legislation" means applicable State or Federal OHS legislation and its associated regulations governing OHS issues in the **AMES Australia** workplace.
- 3.29 "Ordinary Hours Of Work" means:
- 3.29.1 for a **Full Time Employee** 38 hours per week (which equates to 7.6 hours per day); or
- 3.29.2 for an **Employee** who is not a **Full Time Employee**, the lesser of 38 hours and the **Employee's** usual weekly hours of work.
- 3.30 "Ordinary Rate" means remuneration received by an **Employee** in accordance with the **Employee's** classification and grading whilst working during their **Ordinary Hours of Work**, exclusive of any overtime or allowance.
- 3.31 "Overtime" has the meaning given to it in clause 24.

- 3.32 "Party" means **AMES Australia**, the **Employee** or the **CPSU** as the context requires.
- 3.33 "Part-Time Employee" means an **Employee** who is engaged as such to work less than the total number of Ordinary Hours worked per week by a **Full Time Employee** performing like duties.
- 3.34 "Permissible Occasion" has the meaning given to it in clause 34.1.
- 3.35 "Personal Leave" has the meaning given to it in sub-clause 32.3.1
- 3.36 "PPRD" means Performance Planning Review and Development.
- 3.37 "Purchased Leave" has the meaning given to it in sub-clause 31.5.1.
- 3.38 "Purchased Leave Arrangement" has the meaning given to it in sub-clause 31.5.3
- 3.39 "Recognised Service" has the meaning given to it in Schedule 3 .
- 3.40 "Registered practitioner" means one of the following: doctor of medicine, dentist, physiotherapist, chiropractor, osteopath, psychologist, chiropodist or optometrist.
- 3.41 "Relevant Date" means:
- 3.41.1 the date of the birth, or expected date of birth, of a child of the **Employee** or of the **Employee's** Spouse or De Facto Partner; or
- 3.41.2 the date of the placement, or expected date of placement, of a child with the **Employee** for adoption.
- 3.42 "SG Act" means the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time.
- 3.43 "Spouse" includes the **Employee's** former spouse, De Facto Partner and former De Facto Partner.
- 3.44 "Spread of Hours" means the ordinary span of hours being between 8am to 8pm Monday to Friday, excluding Public Holidays.
- 3.45 "SWS" means the Commonwealth Supported Wage System.
- 3.46 "TOIL" means time off in lieu of overtime.
- 3.47 "War Caused Condition" means an injury or disease of an **Employee** that is directly attributed to, or aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth) including: operational service, peacekeeping service, or hazardous service.
- 3.48 "WIMWC Act" means the *Workplace Injury Management and Workers Compensation Act 1998* (NSW), as amended from time to time.
- 3.49 "WIRC Act" means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), as amended from time to time ;
- 3.50 "Workplace" means an **AMES Australia** site or sites at which **Employees** (whether within a division or part of a division) are located to provide a distinct service or range of related services.

#### 4. Commencement date of agreement and period of operation

- 4.1 This **Agreement** shall come into effect 7 days after the date this **Agreement** has been approved by **FWC** and will remain in force until its nominal expiry date of **29 February 2020**.
- 4.2 The parties will commence negotiations for the making of a new agreement six months prior to this Agreement's nominal expiry date unless the parties otherwise agree.

#### 5. Incidence and parties covered

- 5.1 This **Agreement** covers and applies to:

5.1.1 **AMES Australia;**

5.1.2 the **Employees;**

and covers:

5.1.3 the **CPSU**, provided the **CPSU** gives notice in accordance with section 183 (1) of the **FW Act**, and **FWC** notes in its decision to approve the **Agreement**, that the **Agreement** covers the **CPSU**.

5.2 Relationship with other agreements

5.2.1 This **Agreement** replaces the *Adult Multicultural Education Services Administrative Staff Agreement 2011* and any other industrial agreements between the Parties. In the event that there is a conflict between the **Agreement** and any **AMES Australia** policy or procedure, this **Agreement** prevails to the extent of any inconsistency.

5.2.2 This clause does not affect any grievance that has arisen under an older agreement. That grievance will be resolved in accordance with the agreement in force at the time the grievance was notified under that agreement.

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## **B. Objectives and working environment**

### **6. Objectives of the Agreement**

6.1 **AMES Australia** operates in an environment that requires it to be flexible in dealing with clients, stakeholders and its **Employees**. To ensure that it remains a sustainable organisation and a leader in both education and employment services within Australia, **AMES Australia** is committed to having a workforce that is highly skilled, flexible and dedicated to the provision of quality services.

6.2 The Parties agree that this **Agreement** provides a framework to assist **AMES Australia** to meet its long term strategic objectives and operational plans while providing fair, reasonable and equitable conditions of employment for **Employees**. The Parties acknowledge the uncertain nature of **AMES Australia's** funding arrangements and the parties are committed to taking those realities into consideration, when implementing obligations contained in this **Agreement**.

6.3 The Parties specifically recognise that **AMES Australia's** operations are intrinsically linked to the provision of funding from State and Federal government bodies. Accordingly, where **AMES Australia** has a discretion regarding staffing, provision of benefits or other entitlements under this **Agreement**, the Parties recognise that it is entirely legitimate for **AMES Australia's** discretion to be limited by the provision of funding and the short term nature of how that funding is secured.

For example, if **AMES Australia** is not successful in securing funding from a government tender, **AMES Australia** may refuse to enter into a deferred salary scheme arrangement or a **Purchased Leave** agreement with an **Employee**, or not convert a casual to Fixed Term/Ongoing employment, as there may not be sufficient certainty around the long-term future of the **Employee's** role (eg the **Employee** may need to be redeployed to another position within **AMES Australia**, within the arrangement term).

6.4 The parties recognise the need to develop a model that recognises occupational groupings and includes descriptors. The parties agree to form a working group comprising representation from **AMES Australia** and the **CPSU** and **Employees** covered by the **Agreement**. The purpose of the working party will be to review the classification and work value system and develop work value descriptors for each classification level contained within this **Agreement**.

6.5 The working group may seek external expertise where required.

The parties agree that in their deliberations they will give consideration to the **AMES Australia** Descriptors contained within the 2009 Deed of Agreement and the Mercer evaluation process

The parties will use their best endeavours to agree on such descriptors by December 2016 or within six months from the date this Agreement commences operation, whichever is the later. Where agreement is unable to be reached within that period, the parties agree that the matter may be referred to the Fair Work Commission for conciliation.

Any agreed outcomes of the review and working group will be implemented within the life of the **Agreement**.

## 7. Working environment

- 7.1 It is the intention of the parties to this **Agreement** to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of age; breastfeeding; disability, gender identity; impairment; industrial activity; employment activity; family responsibilities; lawful sexual activity; marital status; parental status or status as a carer; physical features; political belief or activity; pregnancy or potential pregnancy; race; colour; descent; national or ethnic origin; religious belief or activity; sex or sexual orientation.
- 7.2 In fulfilling their obligations under the Dispute Resolution Procedure and Grievance Procedures in clauses 9 and 10 respectively, the Parties must make every endeavour to ensure that neither the **Agreement** provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3 This includes providing systems of work to mitigate risks associated with bullying and providing avenues for **Employees** to engage in protected whistleblower action.
- 7.4 **AMES Australia** will conduct the internal dispute, grievance resolution and employee counselling and disciplinary processes referred to in Clauses 9, 10, and 26 of this Agreement in accordance with the principles of natural justice and procedural fairness. These processes reflect **AMES Australia's** values of integrity, impartiality, accountability and respect with the aim of ensuring that employees are treated fairly and reasonably.
- 7.5 Nothing in this clause is to be taken to affect:
- 7.5.1 any lawful discrimination or discrimination which is specifically exempted by Commonwealth or State **Anti-Discrimination Legislation**;
- 7.5.2 any of the Parties pursuing matters relating to allegations of discrimination under any Commonwealth or State **Anti-Discrimination Legislation**;
- 7.5.3 the exemptions in sections 772(2)(a) or 772(2)(b) of the **FW Act**.
- 7.6 The parties are committed to maintaining positive working relationships and **AMES Australia** welcomes the involvement of the **CPSU** in the ongoing development of good employee relations. **AMES Australia** acknowledges the right of the **CPSU** to represent its members and for union members and employee representatives to be protected from all forms of unlawful discrimination.

The parties are committed to achieving the objectives of this **Agreement** and recognise the desirability of consulting with employees on implementing changes affecting employees covered by this **Agreement**.

- 7.6.1 To this end, an AMES Australia Administrative Employees' Consultative Committee will be established comprising four **AMES Australia** Management representatives and four Employee representatives (representing **AMES Australia** operational and corporate support services). The Committee will be chaired by the General Manager Operations Support or their delegate. The **CPSU** will attend in an *ex officio* capacity.
- 7.6.2 Time allocations of an agreed amount will be made for employee representatives (who are members of this Committee) to attend Committee meetings and, subject to operational requirements, to attend a course of up to two days' training on paid time to support their roles as employee representatives.
- 7.6.3 The Committee will meet quarterly or as required and will provide a report and/or recommendation, as appropriate, to the CEO on matter/s brought to the Committee for its consideration.

## 8. Individual flexibility arrangement

- 8.1 **AMES Australia** and an **Employee** may agree to make an **IFA** to vary the effect of terms of the **Agreement** if:
- 8.1.1 the **IFA** deals with one or more of the following matters:

- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances;
  - (e) leave loading; and
- 8.1.2 the **IFA** meets the genuine needs of **AMES Australia** and the **Employee** in relation to one or more of the matters mentioned in sub-clause 8.1.1; and
- 8.1.3 the **IFA** is genuinely agreed to by **AMES Australia** and the **Employee**.
- 8.2 **AMES Australia** must ensure that the terms of the **IFA**:
  - 8.2.1 are about permitted matters under section 172 of the **FW Act**; and
  - 8.2.2 are not unlawful terms under section 194 of the **FW Act**; and
  - 8.2.3 result in the **Employee** being better off overall than the **Employee** would be if no arrangement was made.
- 8.3 **AMES Australia** must ensure that the **IFA**:
  - 8.3.1 is in writing; and
  - 8.3.2 includes the name of **AMES Australia** and the **Employee**; and
  - 8.3.3 is signed by **AMES Australia** and the **Employee** and if the **Employee** is under 18 years of age, signed by a parent or guardian of the **Employee**; and
  - 8.3.4 is provided to the Employee within 14 days after it is agreed to;
  - 8.3.5 includes details of:
    - (a) the terms of the **Agreement** that will be varied by the **IFA**; and
    - (b) how the **IFA** will vary the effect of the terms of the **Agreement**; and
    - (c) how the **Employee** will be better off overall in relation to the terms and conditions of their employment, as a result of the **IFA**; and
    - (d) states the day on which the **IFA** commences.
- 8.4 **AMES Australia** or the **Employee** may terminate the **IFA**:
  - 8.4.1 by giving no more than 13 weeks and no less than 28 days written notice to the other party to the arrangement; or
  - 8.4.2 if **AMES Australia** and the **Employee** agree in writing - at any time.
- 8.5 The **Employee(s)** may be represented (including by the **CPSU**) in meeting and conferring with **AMES Australia** about the implementation of the **IFA**. **AMES Australia** will take measures to reasonably inform the **CPSU** about the implementation of the **IFA** where requested by the **Employee(s)**.
- 8.6 An **IFA** may be expressed to operate for a specified term or while the **Employee** is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the **Employee** ceases to perform the specified role unless terminated earlier on notice or by agreement.

## 9. Dispute resolution procedure

9.1 Except as provided for in clause 10, a dispute arising between **AMES Australia** and an **Employee** or **Employees** about a matter arising under the **Agreement** or the **NES** (except a dispute about whether **AMES Australia** had reasonable business grounds under subsection 65(5) or 76(4) of the Act) shall be dealt with in accordance with the following procedure:

### 9.1.1 STEP 1:

- (a) The Parties to the dispute must try to resolve the dispute at the **Workplace** level in accordance with any dispute resolution policies or procedures, by discussions between the **Employee** or **Employees** and relevant supervisors and/or management.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of this clause.

### 9.1.2 STEP 2:

- (a) If discussions at the **Workplace** level do not resolve the dispute, a **Party** to the dispute may refer the matter to the **FWC** for determination by mediation, conciliation, expressing an opinion, making a recommendation, or if necessary, arbitration.
- (b) The **FWC** shall have regard to whether the Parties to the dispute have complied with the requirements of Step 1 before the **FWC** proceeds to determine the dispute, unless the Parties have consented to waive Step 1 in the circumstances of the particular dispute.
- (c) Subject to any agreement between the Parties in relation to a particular dispute, and the provisions of sub-clause 9.1.2(b), in dealing with a dispute the **FWC** may exercise the powers set out in Division 3 of Part 5-1 the **FW Act**.
- (d) The Parties to the dispute agree to be bound by a decision made by the **FWC** in accordance with sub-clause 9.1.

9.2 While the Parties are trying to resolve the dispute using sub-clause 9.1, an **Employee** must:

9.2.1 continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their **OHS**; and

9.2.2 comply with a direction given by **AMES Australia** to perform other available work at the same **Workplace**, or at another **Workplace**, unless:

- (a) the work is not safe; or
- (b) **OHS Legislation** would not permit the work to be performed; or
- (c) the work is not appropriate for the **Employee** to perform; or
- (d) there are other reasonable grounds for the **Employee** to refuse to comply with the direction.

9.3 At any stage of the procedure set out in these clauses, the **Employee** (or **Employees**) party to the dispute is entitled to be represented by the **Employee** representative of their choice.

## 10. Grievance procedure

All matters where an **Employee** may have a particular grievance other than those pertaining to this **Agreement** as specified in clause 9 shall be dealt with through **AMES Australia's** Internal Grievance Procedure, which is not incorporated as a term of this **Agreement**.

## 11. Implementation of change

11.1 This term applies if:

- 11.1.1 **AMES Australia** proposes to introduce a major change to **AMES Australia's** program, organisation, structure, or technology in relation to its enterprise and that change is likely to have a significant effect on **Employees**; or
- 11.1.2 **AMES Australia** proposes to change the regular roster or **Ordinary Hours of Work** of the relevant **Employees**.
- 11.2 **AMES Australia** must notify the relevant **Employees** and their nominated representative(s), which may include the **CPSU**, of any finalised proposal to introduce the major change.
- 11.3 The relevant **Employees** may appoint a representative for the purposes of the procedures in this clause.
- 11.4 As soon as practicable after finalising its proposal, **AMES Australia** must:
- 11.4.1 discuss with the relevant **Employees**:
- (a) the introduction of the change; and
  - (b) the effect the change is likely to have on the **Employees**; and
  - (c) measures **AMES Australia** is taking to avert or mitigate the adverse effect of the change on the **Employees**; and
- 11.4.2 for the purposes of the discussion — provide, in writing, to the relevant **Employees**:
- (i) all relevant information about the proposed change, including the nature of the change; and
  - (ii) information about the expected effects of the proposed change on the **Employees**; and
  - (iii) any other matters likely to affect the **Employees**.
- 11.4.3 if the proposal relates to a change to the regular roster of **Ordinary Hours of Work** of the relevant **Employees**, invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.5 However, **AMES Australia** is not required to disclose confidential or commercially sensitive information to the relevant **Employees**.
- 11.6 **AMES Australia**, the **Employees** and any **Employee representative(s)** must give prompt and genuine consideration to matters and views raised about the major change or change to regular roster or **Ordinary Hours of Work** by the relevant **Employees**.
- 11.7 If a term in the **Agreement** provides for a major change to production, program, organisation, structure or technology in relation to **AMES Australia's** enterprise, the requirements set out in clauses 11.2, 11.3 and 11.4 are taken not to apply.
- 11.8 In this term, a major change is *likely to have a significant effect on* **Employees** if it results in:
- 11.8.1 the termination of the employment of **Employees**; or
- 11.8.2 major change to the composition, operation or size of **AMES Australia's** workforce or to the skills required of **Employees**; or
- 11.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 11.8.4 the alteration of the **Employees' Ordinary Hours of Work** or regular roster; or
- 11.8.5 the need to retrain **Employees**; or
- 11.8.6 the need to permanently relocate **Employees** to another **Workplace**; or
- 11.8.7 the restructuring of jobs.

- 11.9 In this term, *relevant Employees* means the **Employees** who may be affected by the major change or change to regular roster or **Ordinary Hours of Work**.
- 

## **C. Employment at AMES Australia**

### **12. Employment categories and rates of pay**

#### 12.1 Basis of Employment

**Employees** may be employed as:

- 12.1.1 an **Ongoing (Full Time or Part Time) Employee**;
- 12.1.2 a **Fixed Term (Full time or Part Time) Employee**; or
- 12.1.3 a **Casual Employee**.

**Ongoing** and **Fixed Term Employees** will be classified and paid salary in accordance with the **AMES Australia** Salary Grades and Progression Points applicable to their role, as detailed in Schedule 1. **Casual Employees** will be classified and paid in accordance with Schedule 2.

#### 12.2 Part Time Employment

12.2.1 Unless otherwise specified, **Part Time Employees** will be:

- (a) paid salary in accordance with the hours actually worked by the **Employee**; and
- (b) entitled to leave, allowances and all other entitlements in this **Agreement** on the basis of their contracted part-time hours.

12.2.2 A **Part Time Employee** shall not be required to work for less than 3 consecutive hours on any day except:

- (a) where the **Part Time Employee** works from home by agreement with **AMES Australia**; or
- (b) in exceptional circumstances; or
- (c) where it is mutually agreed between the **Part Time Employee** and their line Manager.

12.2.3 Part time hours may only be worked by agreement between the **Employee** and **AMES Australia**. That agreement must be in writing and include an:

- (a) agreed roster specifying the days in each fortnight on which the Part Time **Employee** will work, the hours of those days upon which the Part Time **Employee** will work, and the number of hours the Part Time **Employee** will work on each day he or she works; and
- (b) agreed processes for the variation of hours of work.

12.2.4 The agreed rostered hours will be considered the Part Time **Employee's Ordinary Hours of Work**.

#### 12.3 Casual Employment - When It May Be Used

12.3.1 The Parties agree that the use of **Casual Employees** will not be for the purpose of undermining the job security of a **Full Time Employee** or **Part Time Employee**, or for the purpose of turning over a series of **Casual Employees** to fill an ongoing employment vacancy.

12.3.2 An **Employee** shall not be engaged as a **Casual Employee** to avoid any obligation in this **Agreement**.

12.3.3 The employment of **Casual Employees** in all areas covered by this **Agreement** is limited to:



- (a) meeting short-term work demands which are not continuing and would not be anticipated to be met from existing staffing levels; or
- (b) meeting specialist skill requirements which will not be required on a continuing or frequently recurring basis.

## 12.4 Casual Employment - Entitlements

12.4.1 A **Casual Employee** shall be paid an hourly rate equivalent to:

- (a) 1/38<sup>th</sup> of the weekly rate prescribed for the classification in which they are engaged, as specified in Schedule 2 (Hourly Rate); plus
- (b) A casual loading of 25% of the Hourly Rate, as compensation for all paid leave other than long service leave, public holidays not worked and to compensate for the nature of casual work.

12.4.2 A **Casual Employee** will not be required to work for less than 3 consecutive hours in any day except:

- (a) where the **Casual Employee** works from home by agreement with **AMES Australia**; or
- (b) in exceptional circumstances; or
- (c) where it is mutually agreed between the line manager and the **Casual Employee**.

12.4.3 Where a **Casual Employee** is required to work outside the ordinary **Spread of Hours**, the **Casual Employee** will be entitled to receive a penalty rate, as prescribed.

- (a) Monday to Saturday: a **Casual Employee** who is required to work outside the **Spread of Hours** on a Monday to Saturday must be paid at the penalty rate of time and a half for the first three hours and double time thereafter.
- (b) Sunday: a **Casual Employee** who is required to work on Sunday must be paid at the rate of double time.
- (c) Public Holidays: where a **Casual Employee** is required to work on a gazetted public holiday, the **Casual Employee** must be paid at the rate of time and a half for time worked from 8am to 8pm Monday to Friday and double time and a half in respect of work performed at any other time.

12.4.4 Subject to the evidentiary and notice requirements in sub-clause 32.6, a **Casual Employee** is not required to be available to attend work:

- (a) if they need to care for a member or members of their **Immediate Family** or household who are sick and require care or support, or who require care or support due to an unexpected emergency; or
- (b) upon the death, or personal illness or injury that poses a serious threat to that life, in Australia of an **Immediate Family** or household member.

12.4.5 Subject to the evidentiary and notice requirements set out in the NES a **Casual Employee** who has been employed on a regular and systematic basis for a period of greater than 12 months is entitled to 12 months' unpaid parental leave.

12.4.6 **AMES Australia** must not fail to re-engage a **Casual Employee** because the **Casual Employee** accessed the entitlements provided for in this clause 12. The rights of **AMES Australia** to engage or not to engage a **Casual Employee** are otherwise not affected.

12.4.7 **Casual Employees** experiencing **Family Violence** are entitled to access leave without pay. Proof of **Family Violence** may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, Family Violence Support Service or lawyer.

12.4.8 The following clauses of this **Agreement** do not apply to **Casual Employees**:

Clause 11	Implementation of change
Clause 15	Probation
Clause 17	Performance Planning Review and Development
Clause 20	Salary Packaging
Clause 21	Hours of Work
Clause 24	Overtime
Clause 25	Flexible Working Arrangements
Clause 31	Annual Leave
Clause 0	Personal and Carer's Leave
Clause 33	War Service Sick Leave
Clause 34	Compassionate Leave
Clause 35	Public Holidays
Clause 37	Parental Leave
Clause 38	Cultural and Ceremonial Leave
Clause 39	Community Service Leave
Clause 0	Family Violence Leave
Clause 44	Language Allowance
Clause 45	Higher Duties Allowance
Clause 47	Deferred Salary Scheme
Clause 48	Childcare
Clause 50	Transfer / Redeployment Entitlements
Clause 51	OHS Training
Clause 52	Donating Blood
Clause 03	Alcohol, Drug and Gambling Rehabilitation
Clause 55	Study Assistance

## 12.5 Casual Employee – Application for Conversion

- 12.5.1 A **Casual Employee** who has 12 months of regular and systematic casual employment in the same or a substantially similar and identically classified position working at least 50% of the hours of a full time equivalent **Employee**, may apply to **AMES Australia** in writing for conversion to **Fixed Term/Ongoing** employment.
- 12.5.2 A **Casual Employee** must not be engaged and re-engaged or have his/her hours reduced in order to avoid any obligation under this clause.
- 12.5.3 **AMES Australia** may refuse an application on reasonable business grounds, including the grounds set out in clause 6.3.

## 12.6 Fixed Term Employment - When it May Be Used

- 12.6.1 The engagement of **Fixed Term Employees** will not be for the purpose of undermining the job security or conditions of Full Time or Part Time **Employees**.
- 12.6.2 **AMES Australia** may engage an **Employee** as a **Fixed Term Employee** to:
- (a) service a particular program where the funding has a specific expiration date;
  - (b) replace **Employees** proceeding on approved leave;
  - (c) meet fluctuating client and staffing needs and unexpected increased workloads;
  - (d) fill a vacancy resulting from an **Employee** undertaking a temporary assignment or secondment to another area within **AMES Australia** or another organisation;
  - (e) temporarily fill a vacancy where, following an appropriate selection process, a suitable **Full Time Employee** or **Part Time Employee** is not available.

## 12.7 Fixed Term Employment - Application for Conversion

12.7.1 A **Fixed Term Employee** who:

- (a) has completed 3 years' continuous fixed term employment with **AMES Australia**; and
- (b) commences a fourth year of fixed term employment with **AMES Australia**;

may apply to **AMES Australia** in writing to be converted from a **Fixed Term Employee** to an **Ongoing Full Time Employee** or **Part Time Employee** in accordance with this clause.

12.7.2 If the **Fixed Term Employee** making the application is employed under a fixed term contract to work:

- (a) 38 hours per week, they may apply to be converted to an **Ongoing Full Time Employee**;
- (b) less than 38 hours per week, they may apply to be converted to an **Ongoing Part Time Employee**, with working hours that are no greater than the average hours worked by that **Employee** in the 12 months preceding the proposed conversion.

12.7.3 **AMES Australia**:

- (a) will not unreasonably refuse an application by a **Fixed Term Employee** made under sub-clause 12.7.1;
- (b) will inform **Fixed Term Employees** of their eligibility to make an application under sub-clauses 12.7.1 in writing, within 2 weeks after the **Employee** meets the criteria in sub-clause 12.7.1.

### 13. Work location flexibility

13.1 **AMES Australia** may reasonably direct an **Employee** to relocate on a temporary or indefinite basis to another Division or Workplace, where **AMES Australia** has identified an operational need within that alternative division or **Workplace** that is within the **Employee's** skills and experience.

13.2 If the **Employee** believes that the relocation would create demonstrable hardship, **AMES Australia** must consider any alternative put by the **Employee**.

13.3 The **Employee** may be entitled to relocation / transfer assistance, in accordance with clause 50.

### 14. Supported wage system

14.1 If an **Employee** is employed under the **SWS**, that **Employee's** rate of pay will be adjusted in accordance with the following schedule:

ASSESSED CAPACITY (Clause 14.4)	% OF AGREEMENT RATE
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

14.2 **AMES Australia** must not pay an **Employee** engaged under an **SWS** arrangement an amount less than the **SWS** wage minimum set by **FWC**.

14.3 Where a person's **Assessed Capacity** is 10%, they will receive a high degree of assistance and support from **AMES Australia** and **Employees** to carry out their duties.

- 14.4 An **Employee's Assessed Capacity** will be assessed in accordance with the **SWS** independent assessment procedures. The assessment will be appropriately documented in an Assessment Instrument. That instrument and assessment will be conducted and completed by an accredited assessor from the **SWS** assessment panel. The accredited assessor appointed, will be agreed to by the Parties.
- 14.5 All Assessment Instruments shall be lodged by **AMES Australia** with the relevant industrial body, in accordance with the **SWS** guidelines.
- 14.6 The **Assessed Capacity** will be subject to annual review or earlier, if a reasonable request for review is made. The process of review will be in accordance with **SWS** assessment guidelines.
- 14.7 Where an **SWS** assessment has been made, the applicable percentage will apply to the wage rate only. **Employees** covered by the provisions of this clause will be entitled to all other entitlements in this **Agreement** on the basis of the actual hours worked by the **Employee**.
- 14.8 If **AMES Australia** wishes to employ a person under the provisions of this clause, it will take reasonable steps to make changes in the workplace to enhance the **Employee's** capacity to do the job and / or comply with **OHS Legislation**. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## 15. Probation

- 15.1 **AMES Australia** may appoint an **Employee** on a probationary basis, subject to sub-clause 15.5.
- 15.2 The period of probation shall be a reasonable period having regard to the nature and functions of the **Employee's** position but, subject to sub-clause 15.5, will be no more than 3 months' duration.
- 15.3 In exceptional circumstances the probationary period may be extended.
- 15.4 **AMES Australia** may terminate the **Employee's** employment during the probationary period by providing the **Employee** with 2 weeks' notice in writing. **AMES Australia** may alternatively pay the **Employee** an amount equivalent to 2 weeks' of the **Employee's** salary in lieu of providing the **Employee** with notice.
- 15.5 **AMES Australia** may not appoint an **Employee** on a probationary basis where the **Employee** is:
- 15.5.1 a **Casual Employee**;
  - 15.5.2 a **Fixed Term Employee**, engaged for a period of 6 months or less;
  - 15.5.3 a **Fixed Term Employee** who has been appointed to undertake a second or subsequent term of fixed term employment;
  - 15.5.4 transferred or seconded to a new position.

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## D. Remuneration and benefits

### 16. Salary increases

- 16.1 All **Employees** will receive salary increases over the life of this **Agreement**, in accordance with their classification as described in Schedule 1 or Schedule 2 of this **Agreement**. Those salary increases will be effective as follows:
- 16.1.1 The first salary increase of 2.5% will be effective from 22 July 2016;
  - 16.1.2 The second salary increase of 3% will be effective from 22 July 2017, and will be paid in the first pay period commencing on or after 22 July 2017;
  - 16.1.3 The third salary increase of 3% will be effective from 22 July 2018, and will be paid in the first pay period commencing on or after 22 July 2018;

The fourth salary increase of 2.5% will be effective from 22 July 2019, and will be paid in the first pay period commencing on or after 22 July 2019.

## 17. Performance Planning Review and Development

- 17.1 The achievement of **AMES Australia's** vision is based on the knowledge, skills and performance of its **Employees**. A **PPRD** process seeks to encourage the continuous improvement of individuals and teams through open communication and feedback. It aims to align both individual and team performance with **AMES Australia's** strategic directions and operational plans and increase individual job satisfaction.
- 17.2 Positions at **AMES Australia** will be classified according to the classification structure at Schedule 1 of this Agreement.
- 17.3 **Employees** will be appointed to a Grade and/or value range based on the role they are appointed to, the work requirements of that role and their skill and performance in, and suitability for, the role consistent with the classification structure at Schedule 1 of this Agreement.
- 17.4 The **PPRD** process is designed to address the performance and development needs of all eligible **Employees**. **AMES Australia** is committed to learning and development opportunities and will ensure that an **Employee** will not be disadvantaged where learning and development opportunities are not available. The **PPRD** process shall take into account the classification of the employee, their performance in fulfilling the expectations and requirements of that classification. **Employees** may be eligible to progress within the value ranges of the classification structure.
- 17.5 Progression within the value range of the classification structure is not automatic.
- 17.6 Opportunities to be assessed for progression to a different salary point within a value range will occur at the end of the annual 12 month progression cycle. Access to progression will not be available if an **Employee** has been in their role for less than 6 months.
- 17.7 Progression between progression steps or amounts will occur when an Employee is assessed at their annual performance review as having demonstrated achievement of the agreed "progression criteria" outlined in the employee's **PPRD**.
- 17.8 **Employees** who believe that their position may better be described by another Grade may apply for a re-classification based on work value considerations.

## 18. Superannuation

- 18.1 **AMES Australia** must make such contributions for the benefit of each **Employee** including employees 70 years or older, as required under the **SG Act** or, where applicable, to a defined benefits fund that an **Employee** is a member of.
- 18.2 **AMES Australia** must make superannuation contributions to:
- 18.2.1 any superannuation fund chosen by an **Employee**, subject to that superannuation fund being an eligible choice fund for the purposes of the **SG Act**; or
- 18.2.2 if the **Employee** does not elect a superannuation fund, or elects a superannuation fund that does not comply with the **SG Act**, **AMES Australia** may make contributions under this clause to the fund nominated by **AMES Australia**, to comply with the **SG Act**.

## 19. Payment of salaries

- 19.1 Salaries, allowances, penalty or overtime payments due to an **Employee** must be paid by **AMES Australia** by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the **Employee**. In exceptional circumstances, **AMES Australia** will make provision for off-line payments.
- 19.2 Where a normal payday falls on a **Public Holiday** the direct credit must be made no later than the last working day prior to the **Public Holiday**.
- 19.3 **Employees** must be provided with pay records in accordance with the **FW Act**.

19.4 By agreement with **AMES Australia**, the **Employee** may authorise deductions from salary for forwarding to health insurance organisations, superannuation funds, credit co-operatives and other agreed institutions. An **Employee** must formally express in writing if he/she wishes to cease any deductions made on their behalf by **AMES Australia**.

19.5 An **Employee** who is in receipt of weekly payments of compensation shall continue to be entitled to have their authorised deductions made from their **Make-Up Pay**.

19.6 In the event of a salary overpayment, **AMES Australia** must advise the **Employee** in writing or electronically. Where agreement cannot be reached on a repayment arrangement, **AMES Australia** may recover the overpayment by instalments, in accordance with the *Financial Management Act 1994 (Vic)*.

## 20. Salary packaging

20.1 An **Employee** may enter into a salary packaging arrangement with **AMES Australia** in respect of superannuation, a novated lease on a vehicle and/or the payment of medical benefits insurance.

20.2 **AMES Australia** may also agree to offer **Employees** access to a broader range of salary packaged benefits. Subject to relevant legislation and availability under any salary packaging plan, the additional arrangements may include:

20.2.1 mobile telephones;

20.2.2 computers (note book and lap top only);

20.2.3 membership fees and subscriptions to professional associations;

20.2.4 home office expenses;

20.2.5 financial counselling fees;

20.2.6 disability/income protection insurance premiums; and

20.2.7 self education expenses.

20.3 All costs associated with salary packaging, including administrative costs and any fringe benefits tax liability incurred by **AMES Australia**, are to be met from the salary of the participating **Employee**.

20.4 The parties acknowledge that effective salary sacrifice arrangements require the **Employee** to request to provide a benefit in lieu of part of the **Employee's** salary, and that **AMES Australia** has absolute discretion in deciding whether to accede to this request.

20.5 **AMES Australia** reserves the right to vary any salary packaging arrangement it has with an **Employee** to accord with changes to legislation affecting superannuation trust deeds.

20.6 The terms and conditions of the remuneration package shall be subject to the following provisions:

20.6.1 **AMES Australia** shall ensure that the structure of any package complies with taxation and other relevant legislation. If circumstances arise where taxation legislation renders salary packaging illegal, void, or taxable to the parties to this **Agreement**, all parties shall comply with the legislative provision;

20.6.2 **AMES Australia** shall provide written confirmation to an **Employee** of their salary and that all the other conditions in this **Agreement** shall continue to apply;

20.6.3 When making the offer of remuneration packaging to the **Employee**, **AMES Australia** shall advise the **Employee**, in writing, of their right to choose payment of the salary instead of a remuneration package;

20.6.4 The terms and conditions of the agreement between **AMES Australia** and an **Employee** regarding remuneration packaging shall be in writing and signed by both **AMES Australia** and the **Employee**, and shall detail the components of the total remuneration package;

- 20.6.5 A copy of the agreement in sub-clause 20.6.4 above shall be made available to the **Employee** prior to the **Employee** signing that agreement;
- 20.6.6 The **Employee** shall be entitled to inspect details of the payments and transactions made under the terms of this **Agreement** and for this purpose, where such details are maintained electronically, the **Employee** shall be provided with a print-out of the relevant information;
- 20.6.7 The configuration of the remuneration package shall remain in force for the period agreed between the **Employee** and **AMES Australia**;
- 20.6.8 Where at the end of the agreed period in sub-clause 20.6.7 above the full amount allocated, to a specific benefit has not been utilised, by agreement between **AMES Australia** and the **Employee**, any unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- 20.6.9 The calculation of the **Employee's** entitlements in respect of occupational superannuation and **Make-Up Pay** will be based on the value of the salary;
- 20.6.10 If the **Employee** is absent on unpaid leave, such as unpaid parental leave, they shall not be entitled to benefits pursuant to salary packaging while on leave;
- 20.6.11 If the **Employee** is on paid leave (such as annual leave, paid parental leave, long service leave, and Personal or Carer's Leave), they shall be entitled to salary packaging while on leave;
- 20.6.12 If, as a result of any changed circumstances in relation to the value of the **Employee's** fringe benefits, or of any legislative amendment, **AMES Australia** incurs additional taxation liability in respect of salary packaging, the terms of the remuneration package shall be revised by **AMES Australia** so that **AMES Australia** does not incur an additional tax liability. This may include termination of the remuneration packaging arrangements, whereby the **Employee's** salary would revert to that specified in sub-clause 20.6.2 above (namely, the salary).
- 20.6.13 Where changes are proposed to remuneration packaging arrangements, or remuneration packaging arrangements are to be cancelled by the **Employee**, the **Employee** must give two weeks' notice to **AMES Australia**;
- 20.6.14 Where changes are proposed to remuneration packaging arrangements by **AMES Australia**, **AMES Australia** must give two weeks' notice to the **Employee**;
- 20.6.15 In the event that the **Employee** ceases to be employed by **AMES Australia**, the remuneration packaging agreement made between them will cease to apply as at the date of termination. All leave entitlements due on termination shall be paid at the **Employee's** salary level as specified in sub-clause 20.6.2 above (namely, the salary). Any outstanding benefits still due under the remuneration packaging agreement between **AMES Australia** and the **Employee**, upon termination shall be paid by **AMES Australia** on or before the date of termination;
- 20.6.16 The **Employee** may consult with a personal or other representative before signing a remuneration package agreement as described in sub-clause 20.6.4.

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## **E. Working at AMES Australia**

### **21. Hours of work**

- 21.1 Unless otherwise agreed in accordance with this **Agreement**, the **Ordinary Hours of Work** shall be worked within the ordinary **Spread of Hours** – as defined in clause 3.444 to mean 8am to 8pm Monday to Friday, excluding **Public Holidays**.
- 21.2 By mutual agreement between **AMES Australia** and the **Employee**, the **Ordinary Hours of Work** of an **Employee** may fall outside the **Spread of Hours**. Where this occurs, the provisions relating to overtime specified in clause 24 shall not apply.

### **22. Meal breaks**

- 22.1 A meal break shall be for a period of not less than 30 minutes and shall be unpaid.

- 22.2 An **Employee** will not be required to work continuously for more than five hours without an unpaid meal break, unless the **Employee** and the **Employee's** manager agree to alternative arrangements.
- 22.3 If for operational reasons it is impractical for all **Employees** within a work group to observe the same time for the taking of a meal break, **AMES Australia** may direct that **Employees** take meal breaks at staggered times.

### 23. Rest breaks

- 23.1 An **Employee** who is required to work continuously for more than 5 hours in one day is entitled to:
- 23.1.1 one 10 minute paid rest break between the time of commencing work and a meal break provided under clause 22; and
- 23.1.2 a second 10 minute paid rest break between the meal break provided under clause 22 and the time of ceasing work.

### 24. Overtime

- 24.1 Subject to clause 21.2 and sub-clauses 24.2, 24.3 and 24.6, where **AMES Australia** requires an **Employee** to work:
- 24.1.1 outside the **Spread of Hours**; or
- 24.1.2 in excess of the **Employee's Ordinary Hours of Work**; or
- 24.1.3 in circumstances arising under both 24.1.1 and 24.1.2;
- the **Employee** shall be paid "**Overtime**" in accordance with sub-clause 24.5.
- 24.2 An **Employee** must obtain the approval of their manager prior to undertaking any **Overtime**.
- 24.3 **Overtime** shall only be paid to **Full Time** and **Part Time Employees** up to and including Grade 5.1 classification.
- 24.4 Payment of **Overtime** shall be calculated using the **Ordinary Rate** for the **Employee**.
- 24.5 The following rates shall be paid for **Overtime**:
- 24.5.1 Monday to Saturday except for **Public Holidays**
- At the rate of time and a half of the **Ordinary Rate** for the first three hours and double time for each hour after that.
- 24.5.2 Sunday
- At the rate of double time of the **Ordinary Rate**.
- 24.5.3 **Public Holidays**
- At the rate of double time and a half of the **Ordinary Rate**.
- 24.6 **Part Time Employees** will be paid at the **Ordinary Rate** for any hours worked up to the **Ordinary Hours of Work** for a **Full Time Employee**. **Overtime** rates as specified in sub-clause 24.5 will apply for any time worked by a **Part Time Employee** in excess of the **Ordinary Hours of Work** for a **Full Time Employee** or outside the **Spread of Hours** unless alternate arrangements have been agreed to in clause 21 or sub-clause 0.
- 24.7 An **Employee** may refuse to work **Overtime** where working **Overtime** would result in the **Employee** working hours which are unreasonable, having regard to:
- 24.7.1 any risk to the **Employee's OHS** from working the additional hours;



- 24.7.2 the **Employee's** personal circumstances, including any family responsibilities;
- 24.7.3 the needs of the **Workplace** or enterprise;
- 24.7.4 the notice (if any) given by **AMES Australia** of any request or requirement to work the additional hours and by the **Employee** of his/ her intention to refuse it;
- 24.7.5 the nature of the **Employee's** role and the **Employee's** level of responsibility;
- 24.7.6 any other relevant matter.

24.8 Meal Allowance

- 24.8.1 An **Employee** shall be paid a meal allowance in the following circumstances:
  - (a) Week days – when the **Employee** has worked approved **Overtime** beyond the **Ordinary Hours of Work** for two hours or more;
  - (b) Saturdays and Sundays – when the **Employee** has worked approved **Overtime** for five hours or more except where the **Employee** can reasonably return home for a meal and then resume duty.
- 24.8.2 If **AMES Australia** provides a meal within the overtime period the **Employee** will not be entitled to receive a meal allowance under this sub-clause 24.8.
- 24.8.3 The meal allowance payable to the **Employee** is set out below:

Annual total and Date of Effect	
From first pay period on or after	Meal Allowance
22 July 2016 (2.5%)	\$22.04
22 July 2017 (3.0%)	\$22.70
22 July 2018 (3.0%)	\$23.38
22 July 2019 (2.5%)	\$23.96

24.9 Time Off in Lieu of Overtime

- 24.9.1 An **Employee** may be granted **TOIL** by agreement between the **Employee** and the **Employee's** manager.
- 24.9.2 The number of hours of **TOIL** shall be calculated by providing one hour of **TOIL** for each hour of overtime worked.
- 24.9.3 **TOIL** must be taken:
  - (a) within 12 months of the **TOIL** being accrued;
  - (b) at a time mutually agreeable to the **Employee** and the **Employee's** manager.

24.10 An **Employee's** manager will keep a record of **TOIL** accrued by an **Employee**. An **Employee** must, subject to sub-clause 24.11, seek their manager's approval to accrue **TOIL**.

24.11 Where work demands require **Employees** to work additional hours which cannot be approved in advance and the **Employee** can demonstrate that the work was reasonably required by **AMES Australia**, approval for **TOIL** will be granted. Where this becomes a regular occurrence workloads will be reviewed as specified in clause 28.

24.12 To be eligible for accrued **TOIL** under clause 24.11, the **Employee** must inform their manager of the accrued **TOIL**, within the pay period that the **TOIL** is accrued.

24.13 Call Back

24.13.1 An **Employee** who is called back into work outside the **Ordinary Hours of Work** will receive the appropriate hourly rate of pay, including pay for reasonable travel time.

24.13.2 An **Employee** who is called back to duty will be paid:

- (a) Monday to Saturday for a minimum of 3 hours, which will include reasonable travel time;
- (b) Sundays for a minimum of 4 hours, which will include reasonable travel time.

24.14 Stand-by allowance

24.14.1 **AMES Australia** may require an Employee to be on stand-by to perform work outside the Ordinary Hours of duty.

24.14.2 The Employee may refuse to be on stand-by where this may result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to the **Employee's OHS** from working the additional hours;
- (b) the **Employee's** personal circumstances, including any family responsibilities;
- (c) the needs of the **Workplace** or enterprise;
- (d) the notice (if any) given by **AMES Australia** of any request or requirement to work the additional hours and by the **Employee** of his/ her intention to refuse it;
- (e) the nature of the **Employee's** role and the **Employee's** level of responsibility;
- (f) any other relevant matter.

24.14.3 Only **AMES Australia** employees up to and including Grade 4 classification will be eligible to receive stand-by allowance as set out in clause 21.14.5.

24.14.4 An **Employee** on stand-by:

- (a) must be able to be contacted immediately by an agreed means of communication;
- (b) must be able to travel to their usual place or other places of work within a reasonable time;
- (c) may be reasonably required to attend a specific **AMES Australia** site, that may not be their usual place or places of work, within a reasonable time;
- (d) will, if required to be recalled to work, be provided by **AMES Australia** with appropriate transport or be reimbursed travel expenses in accordance with clause 49.1;
- (e) must be fit for duty.

24.14.5 **AMES Australia** must pay an allowance for stand-by duty, for each 24 hour period that an Employee is on 'stand-by'. Payment of the allowance commences from the time the **Employee's** stand-by duty commenced, or each part of that 24 hour period, and is at the rate set out below:

<b>From the first pay period on or after</b>	<b>Per Day / Night (weekday)</b>	<b>Per Day / Night (weekend)</b>
22 July 2016	\$26.59	\$53.64
22 July 2017	\$27.39	\$55.25
22 July 2018	\$28.21	\$56.90
22 July 2019	\$28.91	\$58.33

- 24.14.6 The stand-by allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of the telephone call or email does not require further following up.
- 24.14.7 An **Employee** is not eligible for the stand-by allowance unless he or she has been asked by their manager to be on stand-by duty (for each 24 hour period).
- 24.14.8 All work after the initial limited response to a telephone call or email will be remunerated as **Overtime** in accordance with clause 24.1 to 24.10.
- 24.14.9 The stand-by allowance does not apply where stand-by is incorporated into the **Employee's** total remuneration or is otherwise compensated.

## 25. Flexible working arrangements

- 25.1 The Parties recognise that flexible working practices provide **Employees** the opportunity to enable greater balance between work and family commitments. Accordingly, the following arrangements have been developed to provide flexible working arrangements at **AMES Australia**. These arrangements are in addition to:
  - 25.1.1 any **IFA** entered into between an **Employee** and **AMES Australia** under clause 8 of this Agreement; and
  - 25.1.2 any entitlement an **Employee** may have to request a flexible work arrangement in accordance with the **NES**.
- 25.2 Access to these provisions and working arrangements must fit in with the organisational requirements of **AMES Australia** and are subject to the prior approval of the **Employee's** manager. **AMES Australia** reserves the right to cease flexible working arrangements at any time, if it is deemed that they are unsuitable for organisational needs. If flexible working arrangements are ceased, an employee will lose any entitlements that have been accrued while working under a flexible work arrangement.
- 25.3 Flexible working hours
  - 25.3.1 **Employees** employed in classifications up to and including Grade 4 may apply to their manager to enter into a **Flexi-Time Arrangement**. Approval of the **Flexi-Time Arrangement** is subject to **AMES Australia** organisational needs.
  - 25.3.2 The **Flexi-Time Arrangement** must be recorded in writing and signed by the **Employee** and the **Employee's** manager, prior to taking effect.
  - 25.3.3 Once a Manager has approved an alteration in hours, it is the responsibility of the **Employee** to advise the relevant manager of the hours actually worked by the **Employee**. The **Employee's** manager must keep a record of the hours worked.
  - 25.3.4 Where a **Flexi-Time Arrangement** is in place, the **Employee** will not be entitled to **Overtime** for any **Ordinary Hours of Work** that are worked outside the **Spread of Hours** in accordance with the **Flexi-Time Arrangement**.
- 25.4 Home based work
  - 25.4.1 Home based work arrangements may be agreed between **AMES Australia** and an **Employee** on a case by case basis. Any home based work arrangement must be conducted in accordance with **OHS Legislation**.

## 26. Employee counselling and discipline

**AMES Australia** is committed to maintaining high standards of professionalism amongst **Employees** and will take appropriate action where behaviour of an **Employee** breaches appropriate standards. The action to be taken will be pursuant to the **AMES Australia Disciplinary / Performance Management Policy**, which

is not incorporated as a term of this **Agreement**.

## **27. Facilities and equipment**

27.1 **AMES Australia** shall ensure all facilities and equipment provided to **Employees** comply with appropriate **OHS Legislation**, industry standards, codes of practice and Compliance Codes, unless **AMES Australia** considers it is not "reasonably practicable" (as that term is used in **OHS Legislation**) to do so.

## **28. Workload**

28.1 **AMES Australia** acknowledges the benefits to both the organisation and individual **Employees** of **Employees** having a balance between their professional and family life, health, wellbeing and welfare.

28.2 **AMES Australia** also recognises that the allocation of work must include consideration of the **Employee's Ordinary Hours of Work**. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an **Employee's Ordinary Hours of Work** or outside the terms of any **Flexi-Time Arrangement**. However, **AMES Australia** may require an **Employee** to work **Overtime** in accordance with clause 24.

28.3 Where an **Employee** or group of **Employees** believe that there is an unreasonable allocation of work leading to **Employees** being overloaded with work, the **Employee** or group of **Employees** concerned can seek to have the allocation reviewed by **AMES Australia** to address the concerns.

## **29. Abandonment of employment**

29.1 If an **Employee** is absent for more than 10 working days:

29.1.1 in circumstances where **AMES Australia** could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and

29.1.2 without the permission of **AMES Australia** ; and

29.1.3 without contacting **AMES Australia** to provide a reasonable explanation for the absence,

**AMES Australia** is entitled to treat the **Employee** as having abandoned the employment and as having resigned from the employment.

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## **F. Leave entitlements**

### **30. Standard day for approved leave purposes**

30.1 For each day that an **Employee** is absent on approved leave, the **Employee's** leave entitlements will be debited an amount of 7.6 hours.

30.2 Where an **Employee** works less than full time hours, leave will be debited on the basis of the actual hours the **Employee** was required to have worked on the day the leave was taken.

### **31. Annual leave**

31.1 Entitlement to annual leave

31.1.1 An **Employee** is entitled to 4 weeks of paid annual leave for each year of service with **AMES Australia**.

31.1.2 An **Employee's** entitlement to paid annual leave accrues progressively during a year of service according to the **Employee's Ordinary Hours of Work**, and accumulates from year to year.

31.1.3 An **Employee** is entitled to be paid out any accrued annual leave entitlement on termination of employment, in accordance with the **FW Act**.

## 31.2 Taking annual leave

- 31.2.1 An **Employee** must ensure that the **Employee's** accrued entitlement to annual leave does not exceed 6 weeks (or the pro rata equivalent for Part Time **Employees**) at any time.
- 31.2.2 Subject to sub-clause 31.2.1, an **Employee**:
- (a) must take the accrued annual leave entitlement within 2 years of the entitlement being accrued;
  - (b) may, by agreement between **AMES Australia** and the **Employee**, defer taking their annual leave to a time later than 2 years after the entitlement accrued.
- 31.2.3 Where an **Employee** has, contrary to sub-clauses 31.2.1 or 31.2.2(a) (or both):
- (a) accrued an entitlement to annual leave that is in excess of 6 weeks; or
  - (b) not taken their annual leave entitlement within 2 years of it accruing, contrary to sub-clause 31.2.2(a)

**AMES Australia** may reasonably direct the **Employee** to take some or all of their excess accrued annual leave entitlement. **AMES Australia** must provide the **Employee** with reasonable written notice that it is directing the **Employee** to take annual leave.

## 31.3 Annual leave loading

- 31.3.1 Subject to sub-clause 31.3.2, during a period of annual leave, the **Employee** will receive annual leave loading. Annual leave loading is equal to 17.5% of the **Employee's** salary during the period of annual leave.
- 31.3.2 The maximum annual leave loading that an **Employee** is entitled to will not exceed an amount equal to 17.5% of the maximum salary of a Grade 4 classification, as specified in Schedule 1.

## 31.4 Interaction with **Public Holidays** and other leave

- 31.4.1 If a **Public Holiday** falls during a period of paid annual leave, the **Employee** is taken not to be on paid annual leave on that **Public Holiday**.
- 31.4.2 If an **Employee** becomes ill or injured during a period of paid annual leave, the **Employee** may apply for **Personal Leave**. If **Personal Leave** is subsequently approved, any corresponding paid annual leave will be re-credited to the **Employee**.
- 31.4.3 An **Employee** may apply for compassionate, Carer's or paid parental leave for a period during a period of paid annual leave. If the alternative form of paid leave is subsequently approved, any corresponding paid annual leave will be re-credited to the **Employee**.

## 31.5 48/52 – 51/52 leave – Purchased leave

- 31.5.1 In addition to an **Employee's** entitlement to annual leave in sub-clause 31.1, a **Full Time** or **Part Time Employee** may apply to their manager to increase their leave entitlement by an additional 1 to 4 weeks for a 12 month period (**Purchased Leave**).
- 31.5.2 **Purchased Leave** will only be granted subject to **AMES Australia** organisational needs. **Purchased Leave** will result in a commensurate reduction in salary, as detailed below.
- 31.5.3 **Purchased Leave** will only be available where it is agreed to in writing and signed by the **Employee** and the **Employee's** manager (**Purchased Leave Arrangement**).
- 31.5.4 If the **Employee** enters into a **Purchased Leave Arrangement**, the **Employee** will:
- (a) become a fractional employee at between 51/52 to 48/52 of the **Employee's** normal full-time basis;
  - (b) accrue all employment benefits at the fractional rate.

- 31.5.5 All previous benefits accrued at the full time equivalent basis will be retained at their previous rate.
- 31.5.6 Taking **Purchased Leave** must be agreed with as much notice to **AMES Australia** as possible, to provide for the adequate re-allocation of duties. Approval of the **Employee's** request to take the **Purchased Leave** will be subject to **AMES Australia** business requirements and must not create an unreasonable work load on other employees.
- 31.5.7 **Employees** who enter into a **Purchased Leave Arrangement** are required to take the **Purchased Leave** within the 12 month period covered by the **Purchased Leave Arrangement**. **Employees** are not required to take the **Purchased Leave** in a single block. The **Employee** is not entitled to accrue the **Purchased Leave** beyond each 12 month period.
- 31.5.8 **AMES Australia** and the **Employee** will review any **Purchased Leave Arrangements** entered into annually. Towards the end of any **Purchased Leave Arrangement**, either party will be given the choice of the **Employee** reverting to their previous status or entering into a new **Purchased Leave Arrangement**. If the **Employee** returns to their previous time fraction, they must take any **Purchased Leave** accrued before converting back to their original status.
- 31.5.9 When the employment of an **Employee** who has entered into a **Purchased Leave Arrangement** is terminated, the **Employee** must be paid for the unexpired period of **Purchased Leave**, at the appropriate fractional rate. Any entitlements accrued at the full-time rate will be paid out on termination at that full time rate.
- 31.5.10 An **Employee** who has entered into a **Purchased Leave Arrangement** may choose to maintain, subject to the requirements of the relevant superannuation scheme, the **Employee** and employer contributions on a full-time basis.
- 31.5.11 The **Employee** is not entitled to receive annual leave loading for any **Purchased Leave** taken in accordance with a **Purchased Leave Arrangement**.

## **32. Personal and Carer's Leave**

- 32.1 For each year of service with **AMES Australia**, an **Employee** is entitled to 10 days of paid leave that can be used for Personal or Carer's leave.
- 32.2 In addition to the entitlement set out at sub-clause 32.1, an **Employee** is entitled to a further paid 5 days leave per year for Personal leave (as defined in sub-clause 32.3.1).
- 32.3 An **Employee** may take paid Personal or Carer's leave if the leave is taken:
- 32.3.1 because the **Employee** is not fit for work because of a personal illness, or personal injury (**Personal Leave**); or
- 32.3.2 to provide care or support to a member of the **Employee's** immediate family, or a member of the **Employee's** household, who requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member (**Carer's Leave**).
- 32.4 An **Employee's** entitlement to Personal and Carer's Leave:
- 32.4.1 accrues progressively during a year of service according to the **Employee's Ordinary Hours of Work**; and
- 32.4.2 accumulates from year to year.
- 32.5 An **Employee** must give **AMES Australia** notice of taking Personal or Carer's leave as soon as practicable (which may be a time after the leave has started). The **Employee** must advise **AMES Australia** of the period, or expected period, of the leave.
- 32.6 Subject to clauses 32.7 and 32.8 where an **Employee** is absent for:
- 32.6.1 a day falling directly before or after a weekend or **Public Holiday**; or

32.6.2 more than one consecutive working day

the **Employer** may require the provision by the **Employee** of a certificate from a registered medical practitioner to **AMES Australia** before payment will be made.

32.7 If the **Personal Leave** or Carer's Leave is taken due to an unexpected emergency and it is not practicable for the **Employee** to provide a medical certificate from a registered medical practitioner, the **Employee** must provide **AMES Australia** with a statutory declaration or other evidence that would satisfy a reasonable person of the existence of the unexpected emergency.

32.8 An **Employee** is entitled to take up to 3 non-consecutive days of **Personal Leave** per calendar year without providing **AMES Australia** with evidence as required under clauses 32.6 and 32.7.

32.9 If an **Employee** has exhausted their entitlement to Carer's Leave, and requests further Carer's Leave, **AMES Australia** subject to the provision of medical certificates may consent to the **Employee** working make-up time, rather than taking another form of paid or unpaid leave. If **AMES Australia** consents to this request, the **Employee**:

32.9.1 may take time off during the **Employee's Ordinary Hours of Work** at such time as is agreed with **AMES Australia**;

32.9.2 must then make up those hours by working a corresponding number of hours at a later time during the **Employee's Spread of Hours**;

32.9.3 to remove all doubt, any hours worked to make up time will not attract **Overtime** payments or allowances.

32.10 In accordance with s.102 of the **FW Act**, an **Employee** is entitled to 2 days of unpaid carer's leave for each occasion (a **Permissible Occasion**) when a member of the **Employee's** immediate family, or a member of the **Employee's** household, requires care or support because of:

(a) a personal illness, or personal injury, affecting the member; or

(b) an unexpected emergency affecting the member.

### 33. War service sick leave

33.1 An **Employee** may be granted 3 weeks' war service sick leave per annum while unfit for duty because of a **War Caused Condition**. Further war service sick leave may be granted at **AMES Australia's** discretion.

33.2 War service sick leave accumulates from year to year. However, an **Employee** may only use a maximum of 9 weeks war service sick leave per year.

33.3 In order to be entitled to war service sick leave, an **Employee** must provide **AMES Australia** with a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating that the medical condition is a **War Caused Condition**.

33.4 Where an **Employee's** war service sick leave credits have expired, **Personal Leave** provisions will apply.

33.5 War service sick leave counts as service for all purposes.

33.6 Leave that counts as service for **Personal Leave** purposes will be deemed to count as service for war service sick leave purposes.

### 34. Compassionate leave

34.1 An **Employee** is entitled to 3 days' compassionate leave for each occasion (a **Permissible Occasion**) when a member of the **Employee's Immediate Family**, or a member of the **Employee's** household:

34.1.1 contracts or develops a personal illness that poses a serious threat to their life; or

34.1.2 sustains a personal injury that poses a serious threat to their life; or

34.1.3 dies.

- 34.2 An **Employee** may be granted paid leave beyond 3 days in respect of a **Permissible Occasion** where **AMES Australia** is satisfied that 3 days is inadequate in the circumstances.
- 34.3 If an **Employee** has exhausted their entitlement to compassionate leave in respect of a **Permissible Occasion**, the **Employee** can also access up to 3 days' **Personal Leave** in respect of that **Permissible Occasion**.
- 34.4 If an **Employee** has exhausted their entitlement to compassionate leave in respect of a **Permissible Occasion**, and has also exhausted their entitlement to **Personal Leave**, the **Employee** can access up to 3 days' unpaid compassionate leave in respect of that **Permissible Occasion**.
- 34.5 In addition to the other provisions of this clause 34, an **Employee** of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days in relation to the death of an extended family member.

## 35. Public Holidays

- 35.1 An **Employee** is entitled to be absent from their Workplace on a day or part-day that is a **Public Holiday** in the place where the **Employee** is based for work purposes.
- 35.2 Victorian Public Holidays are as follows:
- 35.2.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day, and others, as gazetted
- 35.3 New South Wales Public Holidays are as follows:
- 35.3.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and others, as gazetted;
- 35.4 Other States and Territories are as follows:
- 35.4.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and others, as gazetted;
- 35.5 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 35.6 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
- 35.7 When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
- 35.8 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- 35.9 If ANZAC Day falls on another public holiday, an additional holiday shall be observed on the next working day.
- 35.10 If an **Employee** is required to work in a State or Territory other than the State or Territory they are employed in, the **Employee** will be entitled to the **Public Holidays** relating to that State or Territory, subject to **AMES Australia's** business needs.
- 35.11 In the event that **AMES Australia's** business needs do not permit the **Employee** to take the **Public Holiday** of that State or Territory, sub-clause 35.12 applies.
- 35.12 Substituted leave – Public Holidays

Where the nature of the employment of an **Employee** does not permit them to be absent from the **Workplace** on the day a **Public Holiday** occurs, the **Employee** will be entitled to the same number of days of paid leave, at an alternative time.



### 35.13 Part Time Employees

**Part Time Employees** will only receive payment for a **Public Holiday** if the **Employee** would have been required by **AMES Australia** to have worked that day, had there not been a **Public Holiday**.

## 36. Infectious diseases / dangerous medical conditions

### 36.1 Infectious diseases

- 36.1.1 **AMES Australia** may grant an **Employee** special leave of absence with pay where the **Employee** is restricted by law from attending work, because they have had contact with a person suffering from an infectious disease.
- 36.1.2 In order to be eligible for this leave, the **Employee** must provide **AMES Australia** with a report from a registered medical practitioner confirming the basis for the leave.
- 36.1.3 The period of leave must not be for any period beyond the earliest date at which it is practicable for the **Employee** to return to work, having regard to the restrictions imposed by law on the **Employee**.

### 36.2 Dangerous medical conditions

36.2.1 Where **AMES Australia** reasonably believes that the **Employee** is in such state of health as to render the **Employee** a danger to other **Employees**, themselves or other persons, **AMES Australia** may require the **Employee** to take **Personal Leave** until the **Employee** obtains and provides to **AMES Australia** a report from a registered medical practitioner.

36.2.2 Once the **Employee** provides a medical report to **AMES Australia** :

- (a) **AMES Australia** may direct the **Employee** to take **Personal Leave** for a specified period; or
- (b) if the **Employee** is already on personal leave, direct the **Employee** to continue taking **Personal Leave** for a specified period.

36.3 For the avoidance of doubt, nothing in this clause constrains any termination of employment that would otherwise be lawful.

## 37. Parental leave

\*Note: Casual employee entitlements to parental leave are referenced in 12.4.5.

### 37.1 Basic entitlement to parental leave

- 37.1.1 An **Employee** is entitled to parental leave in accordance with the **NES**, and to paid parental leave in accordance with the *Paid Parental Leave Act 2010 (Cth)*, subject to the provisions of this clause.
- 37.1.2 To remove all doubt:
- (a) The **NES** and the entitlements under the *Paid Parental Leave Act 2010 (Cth)* are not incorporated as terms of this **Agreement**; and
  - (b) the entitlements to paid parental leave under this clause are separate, and in addition, to the entitlements (if any) of an **Employee** under the *Paid Parental Leave Act 2010 (Cth)*.

### 37.2 Eligibility for paid parental leave

- 37.2.1 An **Employee** is eligible for paid parental leave if they have completed at least 12 months' continuous paid service with **AMES Australia** at the **Relevant Date**.
- 37.2.2 An **Employee** who does not qualify for paid parental leave will be entitled to take up to 52 weeks unpaid parental leave, where that **Employee** is the primary carer of a **Birth Child** or **Adoptive Child**.

### 37.3 Entitlement to paid parental leave

37.3.1 An **Employee** is entitled to the following paid parental leave:

- (a) An **Employee** who is the primary caregiver of a **Birth Child** or **Adoptive Child** is entitled to 14 weeks' paid parental leave, to be taken in association with the birth of the **Birth Child** or placement of the **Adoptive Child**.
- (b) An **Employee** who is the secondary caregiver of a **Birth Child** or **Adoptive Child** is entitled to 1 week paid parental leave, to be taken in association with the birth of the **Birth Child** or placement of the **Adoptive Child**. Such leave shall commence upon a date which is:
  - (i) not more than one week prior to the expected date of birth of the **Birth Child** or arrival date of the **Adoptive Child**; and
  - (ii) not more than 5 weeks after the birth of the **Birth Child** or arrival date of the **Adoptive Child**.

### 37.4 Entitlement to special paid parental leave

37.4.1 An **Employee** who has a miscarriage of her pregnancy where it has advanced to at least 20 weeks is entitled to 14 weeks paid parental leave.

37.4.2 An **Employee** whose **Spouse** or **De Facto Partner** has a miscarriage of her pregnancy where it has advanced to at least 20 weeks is entitled to 1 week paid parental leave.

### 37.5 Paid Pre-natal leave

37.5.1 In addition to the entitlement to paid parental leave provided in sub-clause 37.3, an **Employee** who is pregnant is entitled to paid leave of up to 35 hours per pregnancy in order to attend the routine medical appointments associated with the pregnancy.

37.5.2 An **Employee** whose **Spouse** or **De Facto Partner** is pregnant is entitled to paid leave of up to 7.6 hours per pregnancy in order to attend the routine medical appointments associated with the pregnancy.

37.5.3 The **Employee** must provide **AMES Australia** with a medical certificate from a registered medical practitioner that provides that:

- (a) the **Employee**, or the **Employee's Spouse** or **De Facto Partner**, is pregnant; and
- (b) confirms the medical appointment that is the subject of the application for pre-natal leave, to be paid for pre-natal leave.

37.5.4 The **Employee's** work unit should be flexible enough to allow the **Employee** the ability to leave work in order to attend the appointment and then return to work on the same day.

### 37.6 Public Holidays during paid parental leave

Where a **Public Holiday** occurs during a period of paid parental leave, the **Public Holiday** does not form part of the parental leave and will be in addition to and not form part of the period of paid parental leave.

### 37.7 Taking paid parental leave at half pay

37.7.1 Subject to sub-clause 37.7.2, an **Employee** will be paid their **Ordinary Rate** during any period of paid parental leave.

37.7.2 An **Employee** who is entitled to paid parental leave may choose to take that leave at half pay, in which case the **Employee's** period of paid parental leave will double. However, the total period of parental leave that the **Employee** is entitled to will not increase beyond the period provided in the **NES**.

For example, if an **Employee** is entitled to 14 weeks paid parental leave, the **Employee** may choose to take this leave at half pay. The **Employee** would then be entitled to paid parental leave at half pay for 28 weeks. If the **Employee** was entitled to 52 weeks of unpaid parental leave in accordance with the **NES**, the **Employee** would receive 28 weeks of paid parental leave at half pay, and 24 weeks of unpaid parental leave in accordance with the **NES**.

### 37.8 Return to work

37.8.1 At least 4 weeks before the period of parental leave expires, the absent **Employee** shall confirm their intention of returning to work, by writing to **AMES Australia** and advising **AMES Australia** of their intention.

37.8.2 An **Employee** who is a parent or the primary caregiver of a **Birth Child** or **Adoptive Child** may request to return to work on a part-time basis, until such time as the **Birth Child** or **Adoptive Child** commences primary school. A request for part-time work under this clause must be made:

(a) in writing; and

(b) at least 4 weeks prior to the date the **Employee** is due to return to work.

37.8.3 **AMES Australia** may refuse a request to return to work on a part-time basis, on reasonable business grounds.

37.8.4 The following table sets out Employee entitlements to parental leave:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Birth Leave (primary care giver)	14 weeks	38 weeks	52 weeks
Birth Leave (secondary care giver)	1 week	2 weeks	3 weeks
Adoption leave – primary care giver	14 weeks	38 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks

### 38. Cultural and ceremonial leave

38.1 **AMES Australia** recognises and values cultural diversity and shall provide the opportunity for all employees who are required to, to observe days of cultural, ceremonial or religious significance.

38.2 Except for Annual General Meetings detailed in sub-clause 38.3, **AMES Australia** may grant leave with pay to an **Employee** of Aboriginal or Torres Strait Islander descent to attend any Aboriginal community meetings.

38.3 **AMES Australia** may grant an **Employee** of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations, at which the election of office bearers will occur.

38.4 **AMES Australia** may grant ceremonial leave without pay to an **Employee** of Aboriginal or Torres Strait Islander descent, for ceremonial purposes:

38.4.1 connected with the death of a member of the **Immediate Family** or extended family (provided that no **Employee** shall have an existing entitlement reduced as a result of this clause); or

38.4.2 for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

38.5 Ceremonial leave granted under this clause is in addition to leave granted under clause 34.

### 39. Community service leave

#### 39.1 Jury service

- 39.1.1 If an **Employee** is required by law to attend jury service (including attendance for jury selection), subject to clauses 39.1.2 and 39.1.3, the **Employee** is entitled to leave with pay for that period.
- 39.1.2 The **Employee** must provide **AMES Australia** with reasonable evidence:
- (a) that the **Employee** has taken all necessary steps to obtain any amount of jury service pay to which the **Employee** is entitled; and
  - (a) of the total amount (even it is a nil amount) of jury service pay that has been paid, or is payable, to the **Employee** for the period.
- 39.1.3 The amount payable to the **Employee** under sub-clause 39.1.1 is reduced by the total amount of jury service pay paid, or payable, as disclosed under sub-clause (a).
- 39.1.4 The **Employee** is entitled to claim reasonable expenses incurred in the course of attending jury service from **AMES Australia**, provided that:
- (a) these expenses would not ordinarily have been incurred by the **Employee**; and
  - (b) the **Employee** provides **AMES Australia** with evidence that would satisfy a reasonable person that he or she incurred these amounts; and
  - (c) the amounts are not refundable, or have not been refunded, as part of jury service pay.

#### 39.2 Defence Forces leave

**AMES Australia** may grant paid leave of up to 14 days per year (including Saturdays and Sundays) to an **Employee** who is a member of the Defence Reserve, to attend a camp or military training.

#### 39.3 Firefighting and emergency assistance

- 39.3.1 An **Employee** is entitled to leave on full pay for the duration of the **Employee's** participation in firefighting or emergency assistance operations where:
- (a) they are a member of any voluntary organisation;
  - (b) they are called upon by the government or a competent authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance; and
  - (c) the **Employee's** services are actually required by the voluntary organisation or other recognised authority.

#### 39.4 Volunteer leave

- 39.4.1 An **Employee** is entitled to take 2 days of paid leave per annum to work for a charitable not for profit organisation of their choice where:
- (a) the **Employee** has provided **AMES Australia** with the details and name of the charitable not for profit organisation;
  - (b) the **Employee** has provided the purpose of the volunteer work they propose to undertake; and
  - (c) the **Employee** has given **AMES Australia** at least 1 month's notice of their request to take Volunteer leave, in writing.
- 39.4.2 An **Employee** may use Volunteer leave to participate on a Board of a not for profit organisation, provided that this participation is approved by a senior officer of **AMES Australia**.

#### 40. Long Service Leave

40.1 The provisions relating to Long Service Leave are contained at Schedule 3 of this Agreement

#### 41. Leave without pay

41.1.1 Unless otherwise provided for in this Agreement, leave without pay shall not break the **Employee's** continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

41.1.2 An **Employee** may be granted leave without pay for any purpose.

#### 42. Family Violence Leave

42.1.1 **AMES Australia** recognises that **Employees** sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to **Employees** that experience **Family Violence**.

42.1.2 An **Employee** experiencing **Family Violence** will have access to paid **Family Violence** leave for medical appointments, legal proceedings and other activities related to **Family Violence**, which will be in addition to existing entitlements and may be taken as consecutive days or single days, or as a portion of a day.

42.1.3 **Family Violence** leave will be capped at twenty (20) days per calendar year and does not accrue from year to year. **Family Violence** leave will not be paid out on termination of employment.

42.1.4 Proof of **Family Violence** may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, **Family Violence** Support Service or lawyer.

42.1.5 All personal information concerning **Family Violence** will be kept confidential in line with **AMES Australia's** privacy policies and relevant legislation. No information will be kept on an **Employee's** personnel file without their express written permission.

42.1.6 An **Employee** experiencing **Family Violence** may raise the issue with their immediate manager or a central contact in the HR Division.

42.1.7 **AMES Australia** will make every effort, where practicable, to accommodate a reasonable request from an **Employee** experiencing **Family Violence** for:

- (a) any temporary changes to an employee's span of hours, or rosters;
- (b) change to telephone number or work email address to avoid harassing contact;
- (c) any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

No adverse action will be taken against an employee for raising Family Violence issues, or accessing this clause.

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### G. Allowances and other entitlements

#### 43. Workplace injury compensation

43.1 Subject to this clause, where an **Employee** is entitled to weekly compensation under the **WIRC Act, WIMWC Act, or the Accident Compensation Act 1985 (Vic)**, **AMES Australia** will pay the **Employee Make-Up Pay**.

43.2 Make-up Pay ceases when:

- 43.2.1 the **Employee** is paid a disability benefit under a superannuation Act, policy, trust deed or other provision which requires **AMES Australia** to contribute as an employer; or
- 43.2.2 the **Employee** has been absent from work for either a continuous period of 52 weeks or an aggregate period of 261 working days (including any **Public Holiday** an **Employee**, but for that **Public Holiday**, would be required to work) or an aggregate period of 1983 hours; or
- 43.2.3 the **Employee's** employment is lawfully terminated.

**44. Language allowance**

- 44.1 The **Employee** will be entitled to a **Language Allowance** where the **Employee** in addition to their normal duties, agrees to be appointed by **AMES Australia** to use their skills in a second language to undertake work assisting **AMES Australia** clients who have low English proficiency to access **AMES Australia** services.
- 44.2 An **Employee** will not be eligible to receive the allowance in this clause unless the **Employee**:
  - 44.2.1 holds a current National Accreditation **Authority** for Translators and Interpreters (NAATI) Language Aide Test;
  - 44.2.2 is not excluded from eligibility under sub-clause 44.5.
- 44.3 The Employee will be paid an annual allowance, payable in fortnightly instalments, as follows:

	<b>Annual total and Date of Effect</b>			
<b>From the first pay period on or after</b>	<b>22 July 2016</b>	<b>22 July 2017</b>	<b>22 July 2018</b>	<b>22 July 2019</b>
Language Aide Accreditation	\$965	\$994	\$1,024	\$1,049
Paraprofessional Interpreter Accreditation	\$1,327	\$1,367	\$1,408	\$1,443
Interpreter Accreditation or higher	\$1,809	\$1,863	\$1,919	\$1,967

- 44.4 **AMES Australia** will cover any fees associated with the taking of the Language Aide Test.
- 44.5 The following **Employees** will not be eligible to receive the allowance:
  - 44.5.1 those employed as interpreters and translators;
  - 44.5.2 those employed in positions in which second language skills are an integral part of their position as specified in their position description.
- 44.6 To be payable, the payment of the **Language Allowance** must be endorsed by the relevant General Manager on an annual basis.

**45. Higher duties allowance**

- 45.1 An **Employee** must be paid a higher duties allowance in accordance with this clause, where they are required by **AMES Australia** to perform the duties of a classification higher to the one which the **Employee** is employed to perform.
- 45.2 An **Employee** will only be entitled to receive the higher duties allowance where:
  - 45.2.1 the **Employee** is required to perform 25% or more of the duties required by the higher classification; and

45.2.2 the **Employee** is required to perform the duties of the higher classification for a continuous period of 5 or more working days.

45.3 The higher duties allowance is paid as follows, for the period during which the **Employee** is performing the higher duties:

45.3.1 Where the **Employee** is required to perform the full duties (100%) of the higher classification, they shall be paid a higher duties allowance that is equal to the difference between the **Employee's** salary and the salary of the higher classification.

45.3.2 Where the **Employee** performs at least 25% but less than 100% of the duties of the higher classification, they shall be paid a higher duties allowance that is equal to the difference between the **Employee's** salary and either 25%, 50% or 75% of the salary of the higher classification. The percentage to be used will correspond to the portion of the higher duties that the **Employee** is required by **AMES Australia** to perform.

45.3.3 If the **Employee** is already paid above the base level of the higher classification, the **Employee** will receive a higher duties allowance equal to 2.5%, 5%, 7.5% or 10% of their salary. The percentage to be used will correspond to the portion of the higher duties that the **Employee** is required by **AMES Australia** to perform.

For example, if the **Employee** is required to perform 25% of the higher duties, their allowance will be 2.5% of their salary for the period in which the **Employee** is performing the higher duties.

45.4 Where an **Employee** has been performing 100% of the duties in the higher classification for over 12 months, the **Employee** may be eligible to have their next scheduled **PPRD** assessment conducted on the basis of the higher duties role. If the **Employee** is subsequently appointed to the higher duties role, they will be appointed at the **PPRD** assessment progression rate.

45.5 Any leave taken during a period of higher duties will be paid at the higher duty rate.

45.6 If **AMES Australia** considers that the higher duties assignment will extend for a period of longer than 3 months, it is entitled to advertise the higher duties position internally.

## 46. First aid allowance

46.1 An **Employee** will be paid an allowance per fortnight as specified below during their appointment where:

46.1.1 in addition to their normal duties, **AMES Australia** requests the **Employee** to perform first aid duties;

46.1.2 the **Employee** agrees to perform the first aid duties; and

46.1.3 the **Employee** holds a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification.

Annual total and Date of Effect	
From first pay period on or after	First Aid Allowance
22 July 2016	\$20.88
22 July 2017	\$21.51
22 July 2018	\$22.15
22 July 2019	\$22.70

46.2 From the date the **Employee** agrees to perform the first aid duties, **AMES Australia** will reimburse the **Employee** in relation to course fees or registration fees associated with maintaining the **Employee's** first aid qualification.

#### 47. Deferred salary scheme

47.1 Subject to sub-clause 47.2, and only if **AMES Australia** and the **Employee** agree, a **Full Time Employee** or **Part Time Employee** may:

47.1.1 over a four year period, elect to be paid 80% of the salary they would otherwise be entitled to receive in accordance with this **Agreement**, while continuing their substantive **Ordinary Hours of Work**;

47.1.2 on the fifth year of service, be entitled to 12 months leave, paid at an amount equal to 80% of the salary they were entitled to in the previous 4 years (**Deferred year**).

47.2 A Deferred Salary Scheme can only be entered into where:

47.2.1 the **Employee** and **AMES Australia** agree;

47.2.2 the arrangement is confirmed in writing; and

47.2.3 the arrangement suits the business needs of **AMES Australia** .

47.3 The Deferred year shall not constitute a break in service and shall count as service for all purposes. All other employment conditions as specified in this **Agreement** will only be paid and/ or provided when the **Employee** is providing service to **AMES Australia** and will not be paid in the Deferred year.

47.4 An **Employee** may withdraw from A Deferred Salary Scheme prior to completing the 4 year period, by providing **AMES Australia** with a minimum of 3 months' written notice. The **Employee** will receive a lump sum payment of the salary they have forgone to that time but will not be entitled to equivalent absence from duty. The **Employee** will be responsible for any increase in tax payments arising from the lump sum payment.

47.5 It is the **Employee's** responsibility to obtain advice on superannuation arrangements and taxation effects prior to agreeing to the deferred salary scheme arrangements.

#### 48. Childcare

48.1 Subject to sub-clause 48.2, where an **Employee** is:

48.1.1 required by **AMES Australia** to work **Overtime**; and

48.1.2 provided with less than 24 hours' notice of the **Overtime** requirement, the **Employee** will be reimbursed for reasonable childcare expenses incurred.

48.2 The **Employee** must provide to **AMES Australia** evidence of child care expenditure incurred, to be reimbursed for any childcare expenses.

#### 49. Reimbursement of expenses

49.1 **AMES Australia** will reimburse an **Employee** their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties, where the **Employee** provides official receipts as evidence of the **Employee's** expenditure. If a receipt is lost, misplaced or not issued, a statutory declaration from the **Employee**, or other suitable verification, that the expense was incurred may be accepted by **AMES Australia**.

49.2 Allowable expenses include:



- 49.2.1 travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
  - 49.2.2 use of a private motor vehicle in the course of employment based on the Australian Tax Office guidelines as amended from time to time;
  - 49.2.3 use of private mobile phone or home phone in the course of employment; and
  - 49.2.4 any other expenses incurred in the course of the **Employee's** employment and authorised by **AMES Australia**.
  - 49.2.5 "Incidental expenses", which must be reasonably and necessarily incurred.
- 49.3 For overseas travel on **AMES Australia** business, an **Employee** is entitled to a daily allowance to cover expenses as specified in sub-clause 49.2.1, which varies depending on the country visited. The allowance will be based on ECA International Pty Ltd guidelines for overseas travel and currency rates at the time of travelling. An advance payment of 80% of agreed estimated personal expenses may be obtained prior to travelling overseas.
- 49.4 Where an **Employee** makes a reimbursement claim for use of their own motor vehicle for work purposes, the **Employee** must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- 49.5 Upon request:
- 49.5.1 **AMES Australia** will provide an advance for the expected costs associated with work related travel or any other exercise where an **Employee** is likely to incur work related expenses; and
  - 49.5.2 as soon as practicable after the event, the **Employee** will provide **AMES Australia** with an account of all expenses incurred, together with receipts (and where necessary a statement) together with the balance of any monies owed to **AMES Australia**.
- 49.6 Where expenses are approved, **AMES Australia** will reimburse the **Employee**:
- 49.6.1 as soon as practicable;
  - 49.6.2 in a manner to be agreed between **AMES Australia** and the **Employee**;
  - 49.6.3 no later than the next pay period following the date the expense claim is lodged.

## 50. Transfer / redeployment entitlements

### 50.1 Moving entitlements

#### 50.1.1 Where an **Employee** is:

- (a) promoted by **AMES Australia** ; or
- (b) accepts or is otherwise required by **AMES Australia** to relocate their position indefinitely from one work site to another work site; and
- (c) the new work site is a distance of more than 100 kilometres away from the first work site,

**AMES Australia** will reimburse the **Employee** for the following expenses:

- (a) the actual reasonable and necessary costs of relocating the **Employee** and their **Spouse, De Facto Partner** and/or dependent children; and
- (b) the actual reasonable costs of relocating furniture and personal effects, including the cost of comprehensive insurance for the relocation of those items.

#### 50.1.2 Where an **Employee** is entitled to reimbursement under sub-clause 50.1.1, and as part of the relocation the **Employee** must sell their existing primary place of residence, the **Employee** will also be entitled to reimbursement of reasonable costs associated with:

- (a) the sale of the **Employee's** primary residence; and
- (b) the purchase of a new place of primary residence; but
- (c) excluding the actual sale and purchase price of the primary places of residence.

This clause will not apply where the **Employee** has accepted a promotion or transfer within **AMES Australia** of their own volition.

50.1.3 Reimbursement under this clause is subject to the **Employee** providing **AMES Australia** with a tax invoice and any other evidence to **AMES Australia** satisfaction of the amounts to be reimbursed and that the property is the **Employee's** primary place of residence.

50.2 Travel entitlements

50.2.1 If an **Employee** under management direction is:

- (a) required to transfer or be redeployed, to another work site; and
- (b) the **Employee** incurs additional travel time of more than 45 minutes each way to their new work site;

the **Employee** will be entitled to a total payment of up to the maximum applicable rate set out in 50.2.3 as compensation for any inconvenience caused by the excess travel.

50.2.2 The payment will:

- (a) be made in fortnightly instalments;
- (b) begin from the first day that the transfer or redeployment takes effect; and
- (c) end when the total amount paid reaches the amount specified in the table below or the date on which the transfer or redeployment ends – whichever occurs sooner.

50.2.3 The maximum payments are as follows:

<b>Annual total and Date of Effect</b>	
<b>From the first pay period on or after</b>	<b>Allowance</b>
22 July 2016	\$1,298
22 July 2017	\$1,337
22 July 2018	\$1,377
22 July 2019	\$1,411

**51. IR and OHS training**

51.1 An **Employee** who is elected as a **HSR** will be entitled to five days paid leave to undertake an accredited introductory **HSR** qualification course in accordance with **OHS Legislation and HSR refresher training annually, as approved by WorkSafe**. The training course should be undertaken by the **Employee** as soon as practicable after their election as a **HSR**.

51.2 Attendance at the accredited course will be agreed to by **AMES Australia** and the **Employee**, having regard to **OHS Legislation** requirements, course places and **AMES Australia's** operations.

51.3 **AMES Australia** shall meet any reasonable cost associated with undertaking that training.

51.4 Leave under this clause will only be granted to an **Employee** on one occasion. That leave is in addition to any other leave granted under this **Agreement**. Should the **Employee** be unsuccessful in completing the **HSR** course, they must undertake the course again in their own time and at their own expense.

51.5 In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect the operations of AMES Australia Employee is employed.

51.6 The Employee may be granted the leave specified in **clause 51.5** where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

## **52. Donating blood**

52.1 An **Employee** who is absent from the workplace to donate blood, may take paid leave for up to two hours for each donation, subject to a maximum of four attendances per year.

52.2 The **Employee** will ensure that the absences occur as close as possible to the beginning of the **Employee's** normal working hours and should be on a day convenient to **AMES Australia**.

52.3 The **Employee** must provide **AMES Australia** with notice of their intended absence. Proof of attendance may be required by **AMES Australia**.

## **53. Alcohol drug and gambling rehabilitation**

53.1 An **Employee** may be granted leave in accordance with this clause to undertake an **Approved Rehabilitation Program**, where **AMES Australia** is satisfied that:

53.1.1 the misuse of alcohol, drugs or gambling by the **Employee** is adversely affecting the **Employee's** work performance or creating an **OHS** risk in the **AMES Australia** workplace;

53.1.2 the **Employee** is prepared to undergo an **Approved Rehabilitation Program**; and

53.1.3 **AMES Australia** has evidence that a condition exists and the **Employee** has been authorised by a medical practitioner approved by **AMES Australia** to attend an **Approved Rehabilitation Program**.

53.2 An **Employee** may be granted leave with pay up to a maximum of 20 days, to attend an **Approved Rehabilitation Program** where the **Employee** has:

53.2.1 completed two years continuous service with **AMES Australia** ; and

53.2.2 exhausted all other accrued leave entitlements.

Any further treatment that requires the **Employee** to be absent from the workplace beyond 20 days, will be required to be taken as leave without pay.

53.3 An **Employee** who has completed less than two years continuous service may be granted leave without pay for the purposes of attending an **Approved Rehabilitation Program**, once all other leave entitlements have been exhausted.

## **54. Cost of employment related legal proceedings**

54.1 If an Employee is required to attend or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to the Employee's appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or a Coroner's inquest.

54.2 Where legal proceedings are initiated against an **Employee** as a direct consequence of the **Employee** legitimately and properly performing their duties, **AMES Australia** will not unreasonably withhold its agreement to meet the **Employee's** reasonable legal costs relating to the defence of such proceedings.

- 54.3 Where, as a direct consequence of the **Employee** legitimately and properly performing their duties, it is necessary to obtain an intervention order or similar remedy against a client, **AMES Australia** will not unreasonably withhold agreement to meet the **Employee's** reasonable legal costs in obtaining the order or other remedy.
- 54.4 An **Employee's** immediate supervisor must ensure that an application to meet reasonable legal costs is referred to the appropriate person within **AMES Australia**, to enable the application to be decided expeditiously.
- 54.5 An application to meet an **Employee's** reasonable legal costs will be dealt with expeditiously by **AMES Australia**. The **Employee** agrees to provide all information reasonably requested by **AMES Australia**, for **AMES Australia** to meet its obligations under this clause.

## 55. Study assistance

- 55.1 **AMES Australia** is committed to assisting **Employees** in continuing their skills development. The aim of Study Assistance is to recognise the value of further study to individual **Employees** and **AMES Australia** may provide study assistance as financial assistance, pre-exam / exam leave or a combination of the two.
- 55.2 Study Assistance is not an entitlement and access to the scheme is determined on a case-by-case basis at the sole discretion of **AMES Australia**. The specific process to be followed by an **Employee** when seeking study assistance is documented in the **AMES Australia** Study Assistance Policy, which is not incorporated as a term of this **Agreement**.
- 55.3 Financial assistance
- 55.3.1 Where an **Employee** seeks financial assistance, they must apply to **AMES Australia** for that assistance.
- 55.3.2 Financial assistance may include, but is not limited to:
- (a) full or partial reimbursement of compulsory administrative charges;
  - (b) full or partial reimbursement of course fees; or
  - (c) full or partial reimbursement of Higher Education Contribution Scheme charges (or other similar Schemes enacted by the Federal Government)
- 55.3.3 In assessing the application for financial assistance, **AMES Australia** must be satisfied that the program of study is relevant to the work being undertaken by the **Employee**, in that it is either:
- (a) directly relevant to the **Employee's** current position; or
  - (b) generally relevant to the work and objectives of **AMES Australia**.
- 55.3.4 In applying for approval for financial assistance, an **Employee** must outline to **AMES Australia** the relevance of the course of study, including how the knowledge/skills will be used in the workplace.
- 55.3.5 Reimbursement of costs associated with a program of study will only be made where the **Employee** provides:
- (a) evidence of successful completion of subjects or course work; and
  - (b) original receipts for the cost of the approved study.
- 55.4 Pre exam / Exam leave
- 55.4.1 Approved **Employees** are eligible for:
- (a) up to 5 days per year for study related activities at the discretion of the delegated manager; and
  - (b) time to attend exams or compulsory activities.

55.4.2 Leave forms must be submitted for approval, through the delegated manager, to the Human Resources Division.

55.5 Repayment of financial assistance

55.5.1 Where:

- (a) **AMES Australia** provides an **Employee** with one or more forms of financial assistance under sub-clause 55.3.2 in relation to a particular subject or course; and
- (b) that **Employee** subsequently ceases employment with **AMES Australia** ,

the **Employee** must repay to **AMES Australia** the amount of the financial assistance provided to them as follows:

<b>Time in employment since course completed</b>	<b>% of financial assistance repayable</b>
0-12 months (1 Year)	100%
13-18 months (1.5 years)	75%
19-24 months (2 years)	50%

56. **No extra claims**

The parties to this **Agreement** agree that there will be no further claims during the nominal life of this **Agreement**. The Agreement covers all matters and claims regarding the employment of **Employees** which could otherwise be the subject of protected industrial action under the **FW Act**.

**SIGNED** for and on behalf of the **EMPLOYEES** )  
by an Employee Representative )  
of the Employees )

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Signature

-----  
Name (print)

**Authorisation to sign Agreement:**

In the presence of:

-----  
Witness

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Name of Witness (print)

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**SIGNED** for and on behalf of )  
**AMES Australia** )  
by its authorised representative )  
 )

-----  
Signature

-----  
Name (print)

**Authorisation to sign Agreement:**

In the presence of:

-----  
Witness

-----  
Name of Witness (print)

# Schedule 1 Salary Grades and Progression Points

Grade/Salary Range	Value Range		First Pay Period on/after 22 July 2016 (2.5%)	First Pay Period on/after 22 July 2017 (3.0%)	First Pay Period on/after 22 July 2018 (3.0%)	First Pay Period on/after 22 July 2019 (2.5%)
Grade 1	1.1	1.1.1	\$38,548	\$39,705	\$40,896	\$41,918
		1.1.2	\$39,119	\$40,293	\$41,501	\$42,539
		1.1.3	\$39,975	\$41,174	\$42,409	\$43,470
		1.1.4	\$40,830	\$42,055	\$43,316	\$44,399
		1.1.5	\$41,687	\$42,937	\$44,225	\$45,331
		1.1.6	\$42,542	\$43,818	\$45,132	\$46,261
		1.1.7	\$43,399	\$44,700	\$46,041	\$47,193
		1.1.8	\$44,254	\$45,582	\$46,949	\$48,123
Grade 2	2.1	2.1.1	\$45,682	\$47,053	\$48,464	\$49,676
		2.1.2	\$46,607	\$48,005	\$49,445	\$50,681
		2.1.3	\$47,536	\$48,963	\$50,431	\$51,692
		2.1.4	\$48,464	\$49,918	\$51,416	\$52,701
		2.1.5	\$49,390	\$50,871	\$52,397	\$53,707
		2.1.6	\$50,318	\$51,828	\$53,383	\$54,717
		2.1.7	\$51,245	\$52,782	\$54,366	\$55,725
		2.1.8	\$52,173	\$53,738	\$55,350	\$56,734
	2.2	2.2.1	\$53,099	\$54,692	\$56,333	\$57,741
		2.2.2	\$54,026	\$55,646	\$57,316	\$58,749
		2.2.3	\$54,953	\$56,602	\$58,300	\$59,757
		2.2.4	\$55,881	\$57,557	\$59,284	\$60,766
		2.2.5	\$56,807	\$58,511	\$60,266	\$61,773
		2.2.6	\$57,737	\$59,469	\$61,253	\$62,785
		2.2.7	\$58,665	\$60,425	\$62,238	\$63,793
Grade 3	3.1	3.1.1	\$59,946	\$61,744	\$63,597	\$65,187
		3.1.2	\$61,230	\$63,067	\$64,959	\$66,583
		3.1.3	\$62,516	\$64,391	\$66,323	\$67,981
		3.1.4	\$63,798	\$65,712	\$67,683	\$69,375
		3.1.5	\$65,082	\$67,035	\$69,046	\$70,772
		3.1.6	\$66,368	\$68,359	\$70,410	\$72,170
	3.2	3.2.1	\$67,649	\$69,678	\$71,769	\$73,563
		3.2.2	\$68,933	\$71,001	\$73,131	\$74,960
		3.2.3	\$70,220	\$72,326	\$74,496	\$76,358
		3.2.4	\$71,502	\$73,647	\$75,856	\$77,753
		3.2.5	\$72,787	\$74,971	\$77,220	\$79,151
Grade 4	4.1	4.1.1	\$74,214	\$76,441	\$78,734	\$80,702
		4.1.2	\$75,879	\$78,155	\$80,500	\$82,512
		4.1.3	\$77,543	\$79,870	\$82,266	\$84,322
		4.1.4	\$79,206	\$81,582	\$84,029	\$86,130
		4.1.5	\$80,871	\$83,298	\$85,797	\$87,941
		4.1.6	\$82,537	\$85,013	\$87,564	\$89,753
		4.1.7	\$84,202	\$86,728	\$89,330	\$91,563

	Grade/Salary Range		First Pay Period on/after 22 July 2016 (2.5%)			Increment Amount	First Pay Period on/after 22 July 2017 (3.0%)			Increment Amount	First Pay Period on/after 22 July 2018 (3.0%)			Increment Amount	First Pay Period on/after 22 July 2019 (2.5%)			Increment Amount
<b>Senior Officer</b>	Grade 5	5.1	\$85,629	-	\$ 94,617	\$2,258	\$88,197	-	\$97,455	\$2,326	\$90,843	-	\$100,379	\$2,396	\$93,114	-	\$102,888	\$2,455
		5.2	\$94,618	-	\$103,603	\$2,258	\$97,456	-	\$106,711	\$2,326	\$100,380	-	\$109,912	\$2,396	\$102,889	-	\$112,660	\$2,455
	Grade 6	6.1	\$105,030	-	\$122,792	\$2,851	\$108,181	-	\$126,476	\$ 2,936	\$111,426	-	\$130,270	\$3,024	\$114,212	-	\$133,527	\$3,100
		6.2	\$122,793	-	\$140,552	\$2,851	\$126,477	-	\$144,769	\$2,936	\$130,271	-	\$149,112	\$3,024	\$133,528	-	\$152,840	\$3,100
<b>Senior Technical Specialist</b>	Senior	7.1	\$142,658	-	\$159,777	\$4,680	\$146,938	-	\$164,570	\$4,821	\$151,346	-	\$169,507	\$ 4,965	\$155,130	-	\$173,745	\$5,089
		7.2	\$159,779	-	\$176,896	\$4,680	\$164,572	-	\$182,202	\$4,821	\$169,510	-	\$187,668	\$4,965	\$173,747	-	\$192,360	\$5,089
		7.3	\$176,897	-	\$194,015	\$4,566	\$182,203	-	\$199,836	\$4,703	\$187,670	-	\$205,831	\$4,844	\$192,361	-	\$210,976	\$4,965



## Schedule 2 Casual Hourly Rates of Pay

	First Pay Period on / after 22 July 2016	First Pay Period on / after 22 July 2017	First Pay Period on / after 22 July 2018	First Pay Period on / after 22 July 2019
	(2.5% incr.)	(3.0% incr.)	(3.0% incr.)	(2.5% incr.)
LEVEL	25% Casual Loading	25% Casual Loading	25% Casual Loading	25% Casual Loading
<b>Grade 1.1</b>	\$26.82	\$27.63	\$28.46	\$29.17
<b>Grade 2.1</b>	\$28.80	\$29.67	\$30.56	\$31.32
<b>Grade 2.2</b>	\$33.48	\$34.48	\$35.52	\$36.40
<b>Grade 3.1</b>	\$37.79	\$38.93	\$40.09	\$41.10
<b>Grade 3.2</b>	\$42.65	\$43.93	\$45.25	\$46.38
<b>Grade 4.1</b>	\$46.79	\$48.19	\$49.64	\$50.88
<b>Grade 5.1</b>	\$53.99	\$55.61	\$57.27	\$58.71
<b>Grade 5.2</b>	\$59.64	\$61.43	\$63.28	\$64.86
<b>Grade 6.1</b>	\$66.22	\$68.20	\$70.25	\$72.00
<b>Grade 6.2</b>	\$77.41	\$79.73	\$82.12	\$84.18

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## Schedule 3 Long Service Leave

### 1. Long service leave

#### 1.1 Basic entitlement

An **Employee** who has ten years of continuous service with **AMES Australia** is entitled to the equivalent of three months long service leave with pay. For each additional period of five years continuous service with **AMES Australia**, an **Employee** is entitled to the equivalent of one and one half months long service leave with pay.

#### 1.2 Pro-rata access

An **Employee** may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service.

#### 1.3 Holidays during leave

Where a **Public Holiday** occurs during a period of long service leave granted to an **Employee**, the public holiday is not to be regarded as part of the long service leave and extra days will be added to the end of the long service leave to take into account any public holidays. The extension of the long service leave period will equate with the number of public holidays that occur during the period of long service leave and will be paid at the same rate the long service leave was granted.

#### 1.4 An **Employee** is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the **Employee's** eligible period of service with **AMES Australia** if on account of age or ill health:

1.4.1 the **Employee** retires or is retired; or

1.4.2 the employment of the **Employee** is terminated; or

1.4.3 the employment of the **Employee** is terminated for any other reason except for serious misconduct or resignation by the **Employee**; or

1.4.4 the **Employee** dies.

#### 1.5 In this Schedule, "eligible period of service" means:

1.5.1 if the period of service of the **Employee** is not less than four years but less than ten years, that period of service; and

1.5.2 if the period of service of the **Employee** is more than ten years, then that part of the period of service which does not give rise to an entitlement under sub-clause 1.1.

#### 1.6 Period of leave

**AMES Australia** may allow an **Employee** who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the **Employee** would otherwise be entitled.

#### 1.7 Time of taking leave

**AMES Australia** may determine the time for granting long service leave so that **AMES Australia's** operations will not be unduly affected by the granting of long service leave to numbers of **Employees** at or about the same time.

1.8 Recognised service

1.8.1 Subject to sub-Clause 1.8.2, the following will be recognised as service in **AMES Australia** for the purposes of long service leave (**Recognised Service**):

- (a) any service with a State or Commonwealth Government Department; or
- (b) any service with an authority of a State or Commonwealth Government Department; or
- (c) any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or
- (d) any service with a local governing body that is established by or under a law of a State; or
- (e) any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies.

Provided that such service is only recognised if the body described above recognises for long service leave purposes service with the Victorian Public Service.

1.8.2 **Recognised Service** does not include any period of service:

- (a) which preceded a continuous break in approved **Recognised Service** of greater than 12 months other than:
  - (i) an absence of 3 years or less in the nature of retirement occasioned by disability; or
  - (ii) an absence of 2 years or less which in the opinion of **AMES Australia** was caused by special circumstances; and
- (b) during any absence from duty on maternity, paternity or adoption leave without pay; or
- (c) except to the extent (if any) authorised by **AMES Australia** during any other absence on leave without pay; or
- (d) during any absence from duty when the **Employee** was in receipt of weekly payments of compensation under the *Accident Compensation Act* 1985 or any corresponding previous enactment, other than the first 12 months of that period; or
- (e) of retirement on the ground of disability, other than a period which followed the date on which a pension under the *State Superannuation Act* 1988 (or similar provision applying to persons on the staff of a declared authority) became payable by reason not exceeding 12 months during which a pension under section 83(3) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or
- (f) during a period of suspension from duty for disciplinary reasons, unless that suspension is not (pursuant to the terms relating to that suspension) to affect the **Employee's** entitlements; or

- (g) from which the **Employee** was dismissed for disciplinary reasons;  
or
- (h) which preceded the resignation of the **Employee** from the public service or the termination of the **Employee's** employment in the public service if on that resignation or termination the **Employee** received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to their entitlements under any Act or agreement.

1.9 Payment for leave

1.9.1 The pay to which an **Employee** is entitled for the period during which long service leave is granted shall:

- (a) if the leave is granted with full pay – be based on the current time fraction; or
- (b) if the leave is granted at half pay – be based on half the current time fraction.

1.9.2 In computing the pay of an **Employee** for or in lieu of long service leave, that pay includes:

- (a) if the **Employee** is receiving salary maintenance, that salary maintenance; and
- (b) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and
- (c) any annual allowance payable to the **Employee** which **AMES Australia** determines should be included, but does not include:
  - (i) any payment of Overtime, commuted Overtime or penalty rates; or
  - (ii) any travelling or transport allowance; or
  - (iii) any allowance in the nature of reimbursement of expenditure.

1.9.3 If requested by an **Employee** and the period of leave is 1 month or more, long service leave may be paid in advance of taking leave.

1.10 Nothing in this Schedule entitles an **Employee** to long service leave (or payment for long service leave) in respect of a period of service for which the **Employee** was entitled to receive long service leave (or payment for long service leave) from an employer other than **AMES Australia** or for which the **Employee** has received long service leave (or a payment in respect of long service leave) from another employer.

1.11 Reducing long service leave credits

Where an **Employee** has accumulated entitlements to Long Service Leave in excess of 4.5 months, the **CEO** may give the **Employee** written notice to take up to 1.5 months of such leave, at a time convenient to the needs of **AMES Australia**, provided that:

1.11.1 The **CEO** shall give the **Employee** written notice of a least 6 months of the date on which leave must commence.

1.11.2 The Employee will be given the opportunity to reduce the long service leave accruals over a period of 2 years.

## Schedule 4 Table of Allowances

### Meal Allowance

### Clause 24.8

Annual total and Date of Effect	
From first pay period on or after	Meal Allowance
22 July 2016	\$22.04
22 July 2017	\$22.70
22 July 2018	\$23.38
22 July 2019	\$23.96

### Standby Allowance

### Clause 24.14

From the first pay period on or after	Per Day/Night (weekday)	Per Day/Night (weekend)
22 July 2016	\$26.59	\$53.64
22 July 2017	\$27.39	\$55.25
22 July 2018	\$28.21	\$56.90
22 July 2019	\$28.91	\$58.33

### Language Allowance

### Clause 43.3

From the first pay period on or after	Annual total and Date of Effect			
	22 July 2016	22 July 2017	22 July 2018	22 July 2019
Language Aide Accreditation	\$965	\$994	\$1,024	\$1,049
Paraprofessional Interpreter Accreditation	\$1,327	\$1,367	\$1,408	\$1,443
Interpreter Accreditation or higher	\$1,809	\$1,863	\$1,919	\$1,967

**First Aid Allowance****Clause 45**

<b>Annual total and Date of Effect</b>	
<b>From the first pay period on or after</b>	<b>First Aid Allowance</b>
22 July 2016	\$20.88
22 July 2017	\$21.51
22 July 2018	\$22.15
22 July 2019	\$22.70

**Travel Allowance****Clause 49.2**

<b>Annual total and Date of Effect</b>	<b>Allowance</b>
<b>From the first pay period on or after</b>	
22 July 2016	\$1,298
22 July 2017	\$1,337
22 July 2018	\$1,377
22 July 2019	\$1,411