



# **Australian Nuclear Science and Technology Organisation**

**Enterprise Agreement**

**2020-2023**

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# 1. SCOPE OF AGREEMENT

## Aim of the Agreement

- 1.1. The aim of this agreement is to facilitate the achievement of ANSTO's strategic priorities and values, by creating an environment where employees are valued, treated with fairness and respect. By giving a clear understanding of their obligations to the organisation and considering employees in organisation planning and change management proposals; the organisation will strive to create an environment which enables the realisation of our corporate vision.
- 1.2. In supporting a strong performance culture, working cooperatively towards corporate goals and adopting systems, processes and structures, employees and the organisation can partner together for organisational growth, reform and innovation. ANSTO recognises that a core component of a safe and healthy workplace is one which enables effective communication at all levels; and endeavours to improve management and decision making capability through increased transparency and accountability. ANSTO aims to be an employer of choice, enabled by the ongoing development of staff, rewarding and recognising achievements and behaviours aligned to ANSTO values, the provision of competitive remuneration, and facilitating an equitable and flexible workplace which promotes a realistic balance between work and personal responsibilities.

## Date of Operation and Duration

- 1.3. This agreement will come into operation seven days after it is approved by the Fair Work Commission and has a nominal expiry date of 3 years from the date of commencement.

## Parties Covered by the Agreement

- 1.4. The parties covered by this agreement are as follows:
  - 1.4.1. Australian Nuclear Science and Technology Organisation (ANSTO);
  - 1.4.2. All employees, excluding members of the ANSTO Executive; and
  - 1.4.3. The following registered organisations, their officers and their members subject to the Fair Work Commission determining that each is covered:
    - 1.4.3.1. Professionals Australia, PA;
    - 1.4.3.2. Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, AMWU;
    - 1.4.3.3. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, CEFU (Electrical Division);
    - 1.4.3.4. Community and Public Sector Union, CPSU.



## Application

- 1.5. This agreement applies to all persons employed under Section 24(1) of the *Australian Nuclear Science and Technology Organisation (ANSTO) Act 1987* other than Executives on the ANSTO Standing Executive Committee who are excluded from this agreement.

## Variation of the Agreement

- 1.6. This Agreement may only be varied in accordance with the *Fair Work Act 2009* as varied from time to time.

## Freedom of Association

- 1.7. The right for an employee to belong to, or engage with, a union will be respected, as will the right for an employee not to belong to, or not engage with, a union.
- 1.8. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated, in accordance with the *Fair Work Act 2009*.

## Policies, Procedures and Guidelines

- 1.9. The operation of this agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines do not form part of this agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this agreement, the express terms of this agreement will prevail.
- 1.10. Prior to a document referenced in Appendix 2 of this agreement being amended, ANSTO will consult with employees; which includes ensuring the document is available to staff on the intranet for comment and feedback for a period of at least 2 weeks. ANSTO will consider any comments or feedback received in relation to the proposal prior to finalising the document.
- 1.11. Nothing in this agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

## Definitions

- 1.12. The following definitions apply to this document;
  - 1.12.1. **“Bandwidth”** is the period from 7:00 am to 7.00 pm.
  - 1.12.2. **“Delegated Officer”** is the appropriate delegate identified in the AG-1682 ANSTO Delegations Manual.
  - 1.12.3. **“Emergency Duty”** refers to a circumstance where an employee is called to duty to meet an emergency at a time when that employee would not ordinarily have been on duty, and no notice of the requirement was given to the employee prior to their last ceasing ordinary duty.
  - 1.12.4. **“Employee”** means employee or officer whether ongoing, fixed term, temporary, casual, full time, or part time, employed under, and within the meaning of the *Australian Nuclear Science and Technology Organisation Act 1987*.

- 1.12.5. **“Intoxicated”** means the employee’s faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employees duties or with any duty that the employee may be called upon to perform.
- 1.12.6. **“NES”** means the National Employment Standards under the *Fair Work Act 2009 (Cth)* as amended from time to time.
- 1.12.7. **“On call”** describes a situation where an employee may be advised prior to ceasing duty that they may be required to attend for extra duty some time before their next normal time of commencing duty. The employee is to be on call and available to return to duty without delay, or within a reasonable time of being recalled.
- 1.12.8. **“Ordinary Hours of Duty”** is the pattern of regular hours worked by an employee based on a standard (full time) day of 7 hours and 21 minutes duration worked, in a continuous period around meal breaks, within the bandwidth Monday to Friday, inclusive. Where there is no other agreement between the employee and their manager, the default pattern of Ordinary Hours of Duty is 8:45am to 16:56pm, Monday to Friday with a 50 minute unpaid meal break.
- 1.12.9. **“Organisation”** means the Australian Nuclear Science and Technology Organisation.
- 1.12.10. **“Overtime barrier”** means that salary point at which employees are no longer eligible for payment of overtime. The overtime barrier is a salary below the minimum salary of Band 6.
- 1.12.11. **“Performance step”** means one of a number of performance steps within a band.
- 1.12.12. **“Position description”** describes the work a person undertakes in the position as well as a range of features which are expressed in a standard format. The position description provides the data for each job to be evaluated (the band level) using the standard evaluation tools.
- 1.12.13. **“Role”** is a general description of an individual’s function and recognises the work performed and outcomes achieved. A role may be described by a title.
- 1.12.14. **“Salary band”** means a salary within the applicable range identified at Appendix 1.
- 1.12.15. **“Senior Officer”** means an employee at Band 6 or above.
- 1.12.16. **“Standard Working Day”** is 7 hours and 21 minutes duration, with the exception of a meal break, worked continuously between the hours of 7.00 am and 7.00 pm Monday to Friday, inclusive.

## **2. CONSULTATION AND CULTURE**

### **Workplace Equity and Diversity**

- 2.1. ANSTO is committed to a workplace that supports and enables equity and diversity and is free from bullying, harassment or discrimination. It is an expectation of all employees to support the initiatives adopted by ANSTO, from time to time, to achieve improved outcomes.
  - 2.1.1 ANSTO respects all employees in its workforce. Consistent with applicable legislation employees shall not be discriminated against in their employment.
  - 2.1.2 ANSTO is committed to measures to improve the diversity of the workplace.
  - 2.1.3 ANSTO is committed to promote diversity among its workforce and recognises that flexibility and reasonable adjustments might be required to accommodate employees with different backgrounds and/or disability.
  - 2.1.4 The parties to this agreement recognise that there are measures contained in this agreement, such as leave provisions, part-time options and telecommuting which, if used in a flexible manner can assist in promoting diversity at ANSTO.

### **Consultation**

- 2.2. This consultation clause applies if the employer:
  - 2.2.1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 2.2.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major Change**

- 2.3. For a major change referred to in clause 2.2.1:
  - 2.3.1. the employer must notify the relevant employees of the decision to introduce the major change; and
  - 2.3.2. Clauses 2.4 to 2.10 apply.
- 2.4. The relevant employees may appoint a representative for the purposes of the procedures in this consultation clause.
- 2.5. The employer must recognise the representative if:
  - 2.5.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 2.5.2. the employee or employees advise the employer of the identity of the representative;

- 2.6. As soon as practicable after making its decision, the employer must:
  - 2.6.1. discuss with the relevant employees:
    - 2.6.1.1. the introduction of the change; and
    - 2.6.1.2. the effect the change is likely to have on the employees; and
    - 2.6.1.3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - 2.6.2. for the purposes of the discussion—provide, in writing, to the relevant employees:
    - 2.6.2.1. all relevant information about the change including the nature of the change proposed; and
    - 2.6.2.2. information about the expected effects of the change on the employees; and
    - 2.6.2.3. any other matters likely to affect the employees.
- 2.7. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.8. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.9. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 2.3.1 and clauses 2.4 and 2.6 are taken not to apply.
- 2.10. In this consultation clause, a major change is likely to have a significant effect on employees if it results in:
  - 2.10.1. the termination of the employment of employees; or
  - 2.10.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 2.10.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 2.10.4. the alteration of hours of work; or
  - 2.10.5. the need to retrain employees; or
  - 2.10.6. the need to relocate employees to another workplace; or
  - 2.10.7. the restructuring of jobs.

## **Change to regular roster or ordinary hours of work**

- 2.11. For a change referred to in clause 2.2.2:
  - 2.11.1. the employer must notify the relevant employees of the proposed change; and
  - 2.11.2. clauses 2.12 to 2.16 apply.
- 2.12. The relevant employees may appoint a representative for the purposes of the procedures in the consultation clause.
- 2.13. The employer must recognise the representative if:
  - 2.13.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 2.13.2. the employee or employees advise the employer of the identity of the representative;
- 2.14. As soon as practicable after proposing to introduce the change, the employer must:
  - 2.14.1. discuss with the relevant employees the introduction of the change; and
  - 2.14.2. for the purposes of the discussion—provide to the relevant employees:
    - 2.14.2.1. all relevant information about the change, including the nature of the change; and
    - 2.14.2.2. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - 2.14.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - 2.14.2.4. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 2.15. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.16. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.17. In this consultation clause, relevant employees means the employees who may be affected by a change referred to in clause 2.2.

## **Staff Consultative Forums**

- 2.18. Joint Consultative Committee and Employee Representative Forum (ERF) will operate over the life of this agreement to facilitate consultation and discussion on employment related matters constituted by management representatives and the chosen representatives of staff. Those issues will be discussed in a spirit of cooperation and trust in accordance with ANSTO's corporate values.

- 2.18.1. The ERF will maintain documented terms of reference and protocols, with any changes to the terms and protocols consulted with the ERF, see AG-1525 Employee Representative Forum Guideline.
- 2.19. The Australian Synchrotron's Employee Representative Forum and Equity & Diversity Committee will be maintained for the duration of this agreement.
- 2.20. ANSTO may undertake broader consultation with employees on matters that affect them, outside the Staff Consultative Forums to promote employee satisfaction and welfare, and organisational productivity, through a cooperative working relationship.

### **Employee Support**

- 2.21. Staff that support or represent other employees play an important role in maintaining a positive workplace culture. When providing a support role or representative function (recognised by ANSTO) outside the scope of their position description, the employee is entitled to reasonable paid time and access to reasonable appropriate training, at the discretion of ANSTO, in which to carry out this service.

### **Work, Health and Safety**

- 2.22. ANSTO is committed to delivering excellence in our Work, Health and Safety performance. ANSTO will deliver on this commitment by maintaining a proactive risk management based approach to work, Health and Safety and adopting effective consultation in accordance with legislative requirements. ANSTO recognises that a safe workplace is one that is free from bullying and harassment and unsafe work practices, including excessive workloads and excessive working hours.
- 2.23. It is a fundamental requirement for ANSTO and all employees to meet their work health and safety obligations including compliance with all related ANSTO policies and legislative requirements.
- 2.23.1. This includes but is not limited to policies and legislation in relation to:
- Work, Health and Safety;
  - Code of Ethics;
  - Bullying and harassment;
  - Anti-discrimination;
  - Change Management.

### **Individual Flexibility Agreements**

- 2.24. An employee covered by this enterprise agreement may agree to make an individual flexibility arrangement with ANSTO to vary the effect of terms of the agreement if:
- 2.24.1. the agreement deals with one or more of the following matters:
- 2.24.1.1. arrangements about when work is performed;

- 2.24.1.2. overtime rates;
- 2.24.1.3. penalty rates;
- 2.24.1.4. allowances;
- 2.24.1.5. remuneration;
- 2.24.1.6. leave;
- 2.24.1.7. averaging of hours;
- 2.24.1.8. variations to the standard working day ;
- 2.24.1.9. any other permitted matter that is a term of this agreement; and
- 2.24.2. the arrangement meets the genuine needs of ANSTO and the employee in relation to one or more of the matters mentioned in clause 2.24.1; and
- 2.24.3. the arrangement is genuinely agreed to by the manager and employee.
- 2.25. ANSTO must ensure that the terms of the individual flexibility arrangement:
  - 2.25.1. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - 2.25.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 2.25.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.26. ANSTO must ensure that the individual flexibility arrangement:
  - 2.26.1. is in writing; and
  - 2.26.2. includes the name of the employer and employee; and
  - 2.26.3. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 2.26.4. includes details of:
    - 2.26.5. the terms of the enterprise agreement that will be varied by the arrangement; and
    - 2.26.6. how the arrangement will vary the effect of the terms; and
    - 2.26.7. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 2.26.8. states the day on which the arrangement commences.
- 2.27. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.28. The employer or employee may terminate the individual flexibility arrangement:

- 2.28.1. by giving no more than 28 days written notice to the other party to the arrangement; or
- 2.28.2. if the employer and employee agree in writing - at any time.

### **Resolution of Disputes**

2.29. This clause sets out procedures to settle the dispute if a dispute relates to:

- 2.29.1. a matter arising under the agreement; or
- 2.29.2. the National Employment Standards.

2.30. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

2.31. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

2.32. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

2.33. The Fair Work Commission may deal with the dispute in 2 stages:

- 2.33.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 2.33.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - 2.33.2.1. arbitrate the dispute; and
  - 2.33.2.2. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision

2.34. While the parties are trying to resolve the dispute using the procedures in this term:

- 2.34.1. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- 2.34.2. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - 2.34.3. the work is not safe; or
  - 2.34.4. applicable occupational health and safety legislation would not permit the work to be performed; or



- 2.34.5. the work is not appropriate for the employee to perform; or
  - 2.34.6. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 2.35. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

### **3. EMPLOYMENT AT ANSTO**

#### **Engagement of Employees**

- 3.1. Employees may be engaged by ANSTO on the following basis:
  - 3.1.1. Ongoing;
  - 3.1.2. Fixed-term;
  - 3.1.3. Temporary; or
  - 3.1.4. Casual.
- 3.2. ANSTO will adopt workforce planning practices to ensure full and effective utilisation of its employees.

#### **Ongoing Employment**

- 3.3. Ongoing employees are engaged on a full or part time basis. There is no specified end period to this employment.

#### **Fixed Term Employment**

- 3.4. An employee can be engaged on a fixed term basis where there is a genuine business reason for fixed term employment, and as such, term employment will not be used as a substitute for ongoing employment.
  - 3.4.1. It is not intended for an employee to be employed in a fixed term position for a total period extending 6 years; however where there is a genuine business reason, exceptional circumstances may apply.

#### **Temporary Employment**

- 3.5. Temporary employees are engaged on a full time or part time basis for periods up to a maximum of twelve (12) months or as per the specified arrangements agreed in the employee's employment contract.
- 3.6. A Temporary employee shall be paid to work standard hours at an hourly rate based on:
  - 3.6.1. The appropriate salary point of one of the classifications set out in 13 (Appendix 1) of this agreement.
- 3.7. The employment of a temporary employee may be terminated at any time with notice as per clauses 3.33-3.39.

#### **Casual Employment**

- 3.8. An employee may be engaged on a casual basis to fill a position for a specific project or fill a position for a short period of time. A casual employee could be employed by the day, for a single maximum period of three months or as per the specified arrangements agreed in the employee's employment contract

- 3.9. A casual employee shall be paid to work standard hours at an hourly rate based on:
- 3.9.1. The appropriate salary point of one of the classifications set out in 13 (Appendix 1) of this agreement based on the nature of the work performed in each engagement.
- 3.9.2. The number of ordinary hours per week worked plus a casual loading of 25 percent.
- 3.10. Casual employees will be paid a 25 percent loading on their hourly rate in lieu of;
- 3.10.1. paid leave with the exception of long service leave, which will be provided and administered in accordance with the LSL Act.
- 3.10.2. any other terms and conditions under the NES to which, in accordance with the NES, casual employees are not entitled;
- 3.10.3. notice of termination;
- 3.10.4. redundancy benefits; and
- 3.10.5. public holidays on which the employee is not rostered to work.
- 3.11. Where any other loading(s) e.g. Saturday or Sunday loading, applies, the employee will be paid the 25 percent casual loading for each hour worked calculated using the base hourly rate, plus the additional penalty loading, also calculated using the base hourly rate for the appropriate salary point of one of the classifications set out in Appendix 1.
- 3.12. The employment of a casual employee may be terminated at any time; however the termination shall take effect from the close of business on that day.
- 3.13. Casual employees are not subject to the Annual Performance Effectiveness Appraisal system.
- 3.14. Casual employees are not eligible for overtime, flex-time or managed time. Additional hours worked outside the specified arrangements will be paid in accordance with clause 3.9.

#### **Recognition of prior Government Service**

- 3.15. ANSTO has mechanisms for the recognition of certain prior government service.
- 3.15.1. Under certain circumstances, an employee may be entitled to obtain personal/carer's leave and alternate leave credits for time worked in eligible government organisations, via:
- The Australian Public Service;
  - An Authority of the Commonwealth;
  - A State or Territory Public Service;
  - A State or Territory Authority;
  - The Australian Defence Force; and

- Any other service performed in public sector employment considered appropriate by the management of ANSTO.
- 3.15.2. Recognition of service for personal/carer's leave and alternate leave purposes must be agreed between ANSTO and the employee prior to the employee's commencement with ANSTO. A statement of agreed entitlement will be prepared as an attachment to the employment contract.
- 3.15.3. Employees who commence with ANSTO not more than two months after resigning from an eligible government organisation may be entitled to have their ANSTO employment and immediate prior employment deemed to be continuous service (for personal/carer's leave and alternate leave and/or redundancy depending on eligibility). This must be agreed at the time of commencement with ANSTO and included as an attachment to the employment contract. Long Service leave will be dealt with in accordance with legislative requirements.

### **Early Career Programs**

- 3.16. ANSTO may engage an employee on an Early Career Program. These positions are term appointments which require mandatory training and education components. Salary and Term of Early Career Programs are detailed in Clause 8.2.

### **Probation**

- 3.17. ANSTO employees are required to complete a six (6) months probationary period. For further information, see AP-1641 Probation Procedure.

### **Conduct**

- 3.18. Consistent with ANSTO's Code of Ethics and Conduct, all staff are expected to perform their duties with professionalism and integrity and behave at all times in a manner that maintains and enhances the reputation of ANSTO. This includes observation of relevant Acts, Determinations, Policy and Instructions from Government and compliance with ANSTO policy, instructions and directions.

### **Performance of Duties**

- 3.19. ANSTO may direct employees to carry out any duties that are within their skills, competence and training, and that are consistent with ANSTO's Work, Health and Safety and environment policies. In performing their duties, employees will perform tasks, undertake roles or assume responsibilities that are within the standard for their Band level and are peripheral or incidental to the main tasks, roles or responsibilities they perform or assume.

### **Organisational Tenure and internal appointments**

- 3.20. Where an existing ongoing employee accepts a term appointment, their ongoing tenure with the organisation will endure. At the conclusion of the term appointment, the organisation is obligated to place the employee in a position at their substantive band at the level within the band that they would have otherwise reached. Should a suitable position not be found,

the employee is entitled to the redundancy provisions set out in Redeployment, Retraining, Redundancy.

### **Transfer**

3.21. ANSTO may transfer an employee to another role or another work area for which they have the required skills and competency (see Performance of duties, clause 3.19) in the following circumstances:

3.21.1. in the interests of operational effectiveness;

3.21.2. in cases of medical fitness (as part of a rehabilitation/return to work program);

3.21.3. as part of the redeployment, retraining, redundancy provisions; and/or

3.21.4. as an outcome of a performance management or disciplinary process.

3.22. Where practicable, the employee will be given 14 days' notice of the transfer. Where there is an operational requirement, notice may be reduced at ANSTO's discretion.

3.23. Transfer will not be used:

3.23.1. for discipline or performance related issues unless as an outcome of those processes; or

3.23.2. to create situations which give rise to excess employees.

3.24. Where a transfer of position is interstate or international;

3.24.1. ANSTO will consult with the employee as per 2.3 and will not reduce the notice period;

3.24.2. Only where there is agreement between the employee and ANSTO;

3.24.3. The employee will be eligible for relocation provisions. For further information see AG-2672 Transfer and Relocation Guideline.

3.24.4. Where the employee does not accept the terms of the relocation, this may affect their continued employment and activate the Redeployment, Retraining, Redundancy provisions.

3.24.5. Where the transfer is between interstate ANSTO campuses, an employee not accepting the terms of the relocation does not reduce or remove any entitlement to Redeployment, Retraining or Redundancy provisions

### **Secondment**

3.25. ANSTO may second employees to positions or projects elsewhere in the organisation to meet organisational requirements for a defined period.

3.26. Secondments may also involve work at appropriate external organisations in consultation with the employee.

3.27. Employees may be nominated or may express interest in secondment.

- 3.28. Selection and appointment of secondments will be at Management discretion.
- 3.29. Where a proposed secondment involves regular work at a significantly different locality, ANSTO will consult with the employee prior to appointment to understand the impact of this change on the employee. ANSTO will have regard to any issues raised during the consultation. Following the consultation, employees can decline to change to a significantly different locality.
- 3.29.1. Where the proposed location is an ANSTO campus other than the employees ordinary place of work, the organisation will consult with the employee, consider issues raised and take steps to limit the duration of the assignment and assist with travel.
- 3.30. Annual Performance Effectiveness Assessments will occur for the seconded position and advancement within the band will occur, subject to performance.
- 3.31. Where a secondment occurs, management will determine whether the employee's substantive role is filled (in a non-ongoing capacity) or not. At the end of the secondment, the employee will return to their substantive role at the level within the band that they otherwise would have reached.

#### **Phased Retirement**

- 3.32. ANSTO will offer a range of flexible working arrangements to assist employees phase into retirement. Plans for phased retirement may include access to leave, flexible working hours, and/or alternative duties to facilitate knowledge capture and mentoring activities. Where an employee has confirmed in writing that they intend to retire within the next two years, the employee and their manager will develop a plan for phased retirement. For further information, see AP-5309 Phased Retirement.

#### **Cessation of Employment**

- 3.33. The employment contract may be terminated by either party, subject to applicable notice periods. Notice periods may vary for different roles.
- 3.34. Termination of ongoing, fixed term or temporary employment initiated by ANSTO will be subject to the following minimum notice periods, except in the case of summary dismissal.

<b>Employee's period of continuous service:</b>	<b>Standard period of notice:</b>
Not more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 3.35. The above notice period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with ANSTO at the end of the day the notice is given.

- 3.36. The notice of termination required to be given by an employee to ANSTO, will be the same as that required of ANSTO, except that there will be no additional notice based on the age of the employee concerned.
- 3.37. ANSTO may elect to give pay in lieu of notice.
- 3.38. Notice is not required for:
- 3.38.1. termination of employment due to serious misconduct;
  - 3.38.2. the routine expiry of a fixed-term employment contract; or
  - 3.38.3. termination of casual employment.
- 3.39. An employee who is a member of the CSS or PSS defined benefit superannuation scheme(s) cannot be retired or have their employment terminated on the grounds of inability to perform duties because physical or mental incapacity (invalidity) unless the relevant superannuation board has issued a certificate in writing that the employee is unable to perform their duties and is entitled to receive the appropriate retirement benefits available under the relevant scheme in accordance with superannuation legislation.

## 4. WORKING HOURS

### Hours of Duty

- 4.1. All full time ANSTO employees will be required to work a standard week of 36 hours and 45 minutes, with the exception of shift workers, Casuals and Part-time employees.
- 4.2. The Bandwidth of work is from 7.00am to 7.00pm.
- 4.3. Ordinary Hours of Duty will be based upon a standard working day of 7 hours and 21 minutes duration worked, in a continuous period around meal breaks, between the hours of 7.00 am and 7.00 pm Monday to Friday, inclusive.
- 4.4. The Ordinary Hours of Duty will be by agreement between the employee and manager and are subject to business needs. Where agreement cannot be reached the default Ordinary Hours of Duty (as defined in clause 1.12.8) will apply.
- 4.5. The maximum time an employee may work without taking a meal break is 5 hours. The minimum meal break is 30 minutes. The maximum lunch break is two hours.
- 4.6. Hours of Duty will be read in conjunction with Flex-time (Band 5 and below) clauses 4.27-4.36, Senior Officers (Band 6 and above) and Managed Time clauses 4.37-4.43.
- 4.7. Employees are expected to maintain a record of attendance.
- 4.8. Employees must inform their manager of absence except in a designated meal break
- 4.9. ANSTO's electronic recording system may be used for systematic and random audits of leave and attendance. Where discrepancies are identified both the employee(s) concerned and the relevant manager may be required to provide an explanation and supporting evidence of attendance.
- 4.10. Where management or operational requirements exist, management may require an employee to work the default pattern Ordinary Hours of Duty for a period of time. This will happen in consultation with the employee as per clauses 2.11-2.16.

### Requests for Flexible Work arrangements

- 4.11. Flexible work arrangements are available to employees to facilitate work-life balance. ANSTO shall attempt to accommodate requests for flexibility.
- 4.12. All employees may request flexible work arrangements, via mechanisms including:
  - Individual Flexibility Agreements;
  - Job Share Arrangements;
  - Telecommuting;
  - Purchased Leave;
  - Leave without pay;



- Part time hours; and
- Phased Retirement.

### **Right to Request Flexibility**

4.13. An employee who meets any of the following criteria, has the right to request changes in work arrangements including changes in hours of work, changes in patterns of work and changes in locations of work in accordance with section 65 of the *Fair Work Act 2009*:

- 4.13.1. are the parent, or have responsibility for the care, of a child who is school aged or younger;
- 4.13.2. are a carer (under the Carer Recognition Act 2010);
- 4.13.3. have a disability;
- 4.13.4. are 55 or older;
- 4.13.5. are experiencing violence from a member of the employees family; or
- 4.13.6. provide care or support to a member of their household or immediate family who requires care and support because the member is experiencing violence from the member's family.

4.14. Requests should be made in writing, and the organisation must respond within 21 days. Requests may be refused on reasonable business grounds, and in this event the employee will be provided with a written explanation, and alternative options should be discussed where appropriate.

### **Part-time Employment**

4.15. Eligibility for part-time work is dependent on position requirements.

4.16. Part-time employees fall into two categories:

- 4.16.1. Employees engaged in specific part-time roles as originally advertised; or
- 4.16.2. Employees who were employed as full-time employees who convert to part-time work.
- 4.16.3. The pattern of hours for a part-time work agreement will provide for no less than three hours per day (or an alternative period agreed by the manager and the employee) and will be continuous on any one day.

4.17. Part-time employees work less than full-time hours and are subject to the same employment benefits as full time employees applied on a pro rata basis except for;

- 4.17.1. expense related allowances;
- 4.17.2. reimbursements; and
- 4.17.3. non-accruable leave types (such as Compassionate Leave) as long as the leave is to be taken on a day they would have otherwise worked.

- 4.17.4. Long service leave which will be provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 4.18. Approval for part-time working arrangements are subject to operational requirements and have regard to the individual circumstances of the employee.
- 4.19. Part-time arrangements are approved in relation to specific positions and are not automatically transferable to other positions. Any proposal to transfer part-time arrangements may be approved on a case-by-case basis. Employees engaged in specific part-time roles may only vary those arrangements with the specific approval of management.
- 4.20. All part-time arrangements, and any variations, will be by written agreement. A full-time employee will not be required to change from full-time hours to part-time hours without their written agreement, nor will they be transferred to duties which entail ongoing part time work without written agreement.
- 4.21. Full time employees who are permitted to work part time hours for personal reasons have the right to revert to full time hours:
- 4.21.1. at the conclusion of the approved period; or
- 4.21.2. at any time during the approved period, subject to discussions with management and reasonable notice.

#### **Set Hours**

- 4.22. Where a genuine business need exists, a vacant position at ANSTO may be determined to have set working hours and employees who accept a Set Hours position are excluded from Flex-time arrangements while performing that position.
- 4.23. Set Hours positions may be full time or part-time.
- 4.24. The roster for a Set Hours position will be specified in writing and may only be varied by agreement of management. Any variation will be subject to consultation as per clause 2.2.2.
- 4.25. Any hours worked in addition to the set hours requires prior approval from management and will attract overtime rates for all work above the set hours to the nearest quarter of an hour except for employees at band 6 and above (refer 4.46).
- 4.26. An area of ANSTO will not be restructured expressly for the purpose of replacing flex or shift roles with Set Hours positions.

#### **Flex-time (Band 5 and below)**

- 4.27. All staff at Band 5 or below (except for casual employees, shift workers, and set hours positions) will have access to flex-time. Local arrangements that operate within the flex-time provision will be determined based on operational requirements.
- 4.28. Flex time provides the ability for employees to vary their start, finish or break times within the bandwidth by working flexibly around their Ordinary Hours of Duty. A flex-time

employee must have an unpaid meal break within five hours of commencing. The meal break shall be between thirty minutes and two hours duration.

4.29. An employee's attendance beyond the hours of a standard working day shall be subject to the availability of work and approval from supervisor/manager. This time will not incur penalty rates unless the request is from supervisor/management and is approved overtime.

**4.30. Carry Over Flex Credits and Debits:**

4.30.1. The settlement period for flex-time shall be a fixed period of one fortnightly pay period.

4.30.2. An employee can carry over a maximum accumulated flex credit of 36 hours and 45 minutes from one settlement period to the next. In exceptional circumstances, a Delegated Officer may approve (in advance) for the accrual of more than 36 hours and 45 minutes. In this special case the employee shall reduce the credit to less than 36 hours and 45 minutes within four settlement periods.

4.30.3. An employee may carry over a maximum accumulated flex debit of 7 hours 21 minutes from any one settlement period into the next settlement period.

4.30.4. Flex debits in excess of 7 hours 21 minutes at the end of a settlement period will be treated as leave without pay and deducted from wages.

4.31. Flex credits and debits should be settled prior to ceasing employment. Where an employee has a flex credit or debit at the date of cessation:

4.31.1. debits will be deducted from final monies;

4.31.2. credits will be paid out to a maximum of 36 hours 45 minutes, any additional credits are forfeited.

4.32. Any alternative flex-time arrangement outside the provisions outlined in clauses 4.30 – 4.31 are required to be documented under an Individual Flexibility Agreement.

4.33. Managers are to ensure that employees are not to build excessive flex-time credits without the opportunity to access flex leave. Managers and employees have mutual responsibility to integrate the management of working hours and leave planning, including flex-time and flex leave, into the overall approach to work planning.

4.34. Where in the management of flex-time, management becomes aware of irregularities in attendance and/or recording, the employee will be given an opportunity to explain in sufficient time to attempt to resolve the non-compliance prior to a decision being made. The employee may seek the assistance of a staff representative of their choice.

4.35. Employees who are found not to have discharged their responsibility may be excluded from the flex-time system and will work standard hours with approved start and finish times, for a specified period.

4.36. Each employee who is covered by flex-time provisions is responsible for the following:

4.36.1. accurate recording of start, finish and lunch times;

- 4.36.2. obtaining prior approval for flex leave;
- 4.36.3. communicating clearly with their supervisor regarding attendance, work and leave requests; and
- 4.36.4. keeping all flex-time credit and debit accumulations within the provisions of this agreement.

#### **Senior Officers (Band 6 and Above)**

- 4.37. It is recognised that staff on Band 6 or above are Senior Officers of ANSTO and their focus on organisational outcomes may require them to work reasonable additional hours over and above the standard week. As such, they are above the overtime barrier and are not entitled to overtime payments.
- 4.38. In exceptional circumstances, the Delegated Officer may approve an overtime payment for a Senior Officer; this must be approved in advance and in writing and at the relevant prescribed rate and payment terms.

#### **Managed Time for Senior Officers**

- 4.39. Senior Officers have the flexibility to manage their daily start and finish times consistent with their Ordinary Hours of Duty and the hours of service required for all employees to balance the achievement of organisational outcomes and individual personal commitments. If a senior officer anticipates being absent for more than an hour (excluding the meal break) within their Ordinary Hours of Duty they are required to inform their manager.
- 4.40. Supervisors/managers of Senior Officers have a responsibility to minimise the extent to which extra hours are worked. Employees and managers should have regular discussions about the amount of hours being worked by the employee and the operational demands of the business area.
- 4.41. Where for operational or research reasons, Senior Officers work reasonable hours outside of their Ordinary Hours of Duty, management may compensate the Senior Officer with Managed Time off to be taken at an agreed time. This time off will not necessarily be equivalent to hour for hour of time worked, in all cases the intent will be fairness and duty of care to the employee concerned. Examples of such working hours include:
  - Work or travel well beyond Ordinary Hours of Duty; and
  - Work performed during a critical incident response or as part of an emergency management plan.
- 4.42. Where a Senior Officer has worked on a weekend to meet operational or research needs, it is reasonable to expect that Senior Officers take equivalent managed time off i.e. a day for a day. Any managed time off will require approval before any such leave is taken.
- 4.43. There are circumstances where alternative arrangements outlined in other provisions of this agreement may be more appropriate.

## Overtime

- 4.44. An employee may be required to work reasonable overtime.
- 4.45. Overtime will only be paid where there is prior authorisation from management.
- 4.46. Employees graded at Band 6 and above will not normally be eligible for overtime payments except with the approval of the Delegated Officer.
- 4.47. An employee's base salary will be used for calculation of overtime payments.
- 4.48. Overtime provisions for shift workers are covered in clauses 5.3-5.33. Clauses 4.49-4.63 do not apply.

## Overtime rates

- 4.49. The hourly rate for overtime payment will be calculated using a weekly wage over six years or 313 weeks. The hourly rate is calculated using a divisor of 36.75. The following payment rate is applied to the hourly rate for approved and eligible overtime:

	Mon-Fri	Sat	Sun	Public Holiday
First three hours	150%	150%	200%	250%
After the first three hours	200%	200%		

## Overtime continuous with ordinary duty

- 4.50. Overtime continuous with ordinary duty is an unbroken "run" of duty of two hours or more before or after the commencement of the Ordinary Hours of Duty, and is continuous with ordinary duty performance in accordance with this agreement.
- 4.51. The provisions of clause 4.50 will also apply to situations where an employee has an approved arrangement to vary their Ordinary Hours of Duty within the Bandwidth.
- 4.52. No minimum payment provisions apply and overtime payments will be calculated using the exact time worked.

## Overtime non-continuous with ordinary duty

### Minimum Payment Period

- 4.53. Where overtime is not continuous with Ordinary Duty or on a weekend or public holiday, the minimum payment will be 4 hours, unless the employee was on-call.
- 4.54. Employees who are on-call and required to attend unscheduled duty during the on-call period will receive a minimum overtime payment period of 3 hours.
- 4.55. Where an overtime attendance is not continuous with ordinary duty and involves continuous duty both before and after midnight, that duty is treated as one attendance. Under such a circumstance, the employee will be paid either the minimum payment of four hours or where greater than four hours, the total hours overtime worked. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

## Rest Pause

- 4.56. An employee will be permitted a rest pause of 8 hours plus reasonable travelling time between cessation of duty on one day and commencement of ordinary hour's duty on the following day. The employee will be paid at double time until the employee has had a rest pause of 8 hours plus reasonable travelling time or is released from normal duty, without reduction in salary.

## Public Holidays

- 4.57. The minimum payment will not apply to rostered shift work where it extends into a Public Holiday.
- 4.58. Employees on Emergency Duty on a Public Holiday will be paid a minimum of three hours at double time, but will not include travelling time. Where an employee gets called for two or more "short periods" of overtime, they will not be paid the break from the end of the last period of overtime to the commencement of the next period of overtime. However, an employee cannot receive a payment for a period greater than the total hours covered from the start of the first attendance to the cessation of the last attendance on the day in question.

## Option for a day off in lieu of Sunday Overtime

- 4.59. An employee who has been required to perform Sunday overtime for a period equal to or more than a period equivalent to a Standard Working Day may choose, in consultation with and with the approval of management, to be granted a day off with pay during one of the six days following that Sunday (or as soon as practicable thereafter). In such a case, payment for the Sunday attendance will be at the ordinary rate. This provision does not apply to part-time employees.

## **Additional Hours or overtime for Part-time Employees Band 5 and below**

- 4.60. Additional hours for part-time employees is work in addition to the agreed daily hours of work set out in the part time arrangement; and are subject to operational requirements.
- 4.61. Additional hours may be sought at the request of the employee for flexibility, operational or development needs (including attendance at training, courses or conferences), or personal circumstances.
- 4.61.1. Additional hours within the standard Bandwidth can be handled on the basis of one of the following:
- 4.61.1.1. accrued as flex-time (with the general or specific approval of the supervisor);
  - 4.61.1.2. paid as normal time (with prior approval of management); or
  - 4.61.1.3. approved to be an agreed combination of the above (4.61.1.1 and 4.61.1.2).
- 4.62. Additional hours are to be paid as overtime under the same conditions, payment rates and minimum payment periods as full time workers, where:

- 4.62.1. work is required at the request of management to meet operational demands or mandatory training which cannot be accommodated during the employees part time arrangement; or
- 4.62.2. agreed work is outside the standard Bandwidth.
- 4.63. All arrangements for additional hours where payment is to be made must be in writing and forwarded to payroll.

### **Emergency Duty**

- 4.64. Employees on Emergency Duty will be paid a minimum of two hours at double time, including travelling time. Where an employee undertakes Emergency Duty, that employee may be relieved of duty on their next period of ordinary duty under the following conditions:
- 4.64.1. the period of rest is without reduction in salary;
- 4.64.2. the rest period does not exceed the number of hours of Emergency Duty worked where the duration of the Emergency Duty (excluding travelling time) is less than three hours; or
- 4.64.3. irrespective of duration, a period of rest does not extend into a second period of rostered ordinary duty.
- 4.65. Where an employee undertakes Emergency Duty of at least three hours duration (excluding travelling time), that person will be entitled to a rest pause of at least eight consecutive hours and reasonable travelling time.
- 4.66. Payment will not be made for Emergency Duty where a person's Ordinary Hours of Duty are varied in accordance with this agreement to meet an emergency. Where a higher overtime rate applies on one of the days, the minimum payment shall be calculated at the higher rate.

### **Public Holidays**

- 4.67. ANSTO employees are entitled to the following public holidays:
- New Year's Day (1 January);
  - Australia Day (26 January);
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - Anzac Day (25 April);
  - the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - Labour Day;

- Christmas Day (25 December);
- Boxing Day (26 December);
- Any other day or part-day, declared or prescribed by or under a law (gazetted) of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory in the employees regular place of work, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

4.68. If under a law of a State or Territory, a day or part day public holiday is substituted then the substituted day or part day is the public holiday.

4.69. When any of Christmas Day, Boxing Day or New Year's Day fall on a weekend, then the next work day(s) following the weekend will be observed as the public holiday unless a gazetted substitute is provided.

4.70. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

4.71. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's and alternate leave), there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave at half pay, payment is at half pay).

#### **Additional Holiday**

4.72. Employees are also entitled to a day off which is to be treated as a Public Holiday on the next working day following the Boxing Day holiday.



## 5. SHIFT WORK

### Shift Work Requirement

- 5.1. Management may require employees to work regular shift work for an ongoing or temporary basis.
- 5.2. Management will consult with employees and their chosen representatives prior to the introduction of shift work or rearrangement of shift cycles.

### Shift Loading – Normal Shift

- 5.3. Employees who perform ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am, are entitled to a loading of fifteen percent of salary for that shift.
- 5.4. Employees who will be working on a shift falling wholly between the hours of 6:00 pm and 8:00 am continuously for more than four weeks are entitled to a loading of thirty percent of salary for that shift.
- 5.5. Shift loading will not be taken into account in the calculation of overtime or salary-based allowances and are based on the ordinary rate of pay.
- 5.6. Shift loading will not be paid in conjunction with any other penalty or determination for the same shift.
- 5.7. Shift penalties will be calculated to the nearest quarter of an hour over each fortnightly period.

### Payment of loading during annual leave

- 5.8. Employees on annual leave will be paid the loadings for the shifts they would have worked had they not taken leave.

### Rates of Pay for Shift Workers

- 5.9. Rostered ordinary duty will be paid at the following rates for all shift workers:

Saturday	150%
Sunday	200%
Public Holidays	250%

- 5.10. Overtime duty will be paid at the following rates for shift workers:

12hour Shift Workers	All overtime except Public Holidays		200%
	Public Holidays		250%
Other Shift Workers	Weekday	First three hours	150%
		After 3 hours	200%
	Saturday and Sunday		200%
	Public Holidays		250%

## **Shift Work Hours of duty**

- 5.11. Normal hours for shifts will be averaged over one full roster cycle.
- 5.12. For the calculation of fortnightly earnings and accumulation of annual leave and personal/carer's and alternate leave, the ordinary hours of work for shift workers will be 36 hours and 45 minutes per week.
- 5.13. The ordinary hours of work for shift workers will be up to 36 hours and 45 minutes per week, to be worked on one of the following bases:
- Up to 36 hours and 45 minutes within a period not exceeding seven consecutive days; or
  - Up to 73 hours and 30 minutes within a period not exceeding 14 consecutive days; or
  - Up to 147 hours within a period not exceeding 28 consecutive days; or
  - Averaged over one full roster cycle period.
- 5.14. In exceptional circumstances, shift rosters may be written in a way that causes a greater number of hours to be worked than as provided in clause 5.13 above. In such cases, the additional hours are paid as overtime as per clause 5.10.
- 5.15. The ordinary hours for each shift will normally be worked continuously, except for meal breaks, the times of which will be agreed with management. An employee will not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.
- 5.16. Employees are entitled to a paid meal break after five hours work. In the case of 12 hour shifts, employees will have two breaks, each of 30 minutes.

## **Leave**

- 5.17. All leave taken or accrued will be converted into an equivalent number of hours, equivalent to the NES entitlement of 4 weeks annual leave and 10 days for personal/carer's leave, unless otherwise provided for by legislation.

## **Cessation of shift work – Notice Period**

- 5.18. Where a shift work arrangement ceases or where an employee no longer works shift work, then a notice period of 12 weeks will be given to provide the employee(s) concerned time to adjust to standard pay. In the event that the notice provided is less than 12 weeks, ANSTO will pay the relevant shift pay for the balance of the 12 week period.

## **Rosters**

- 5.19. In proposing rosters, management will consult with the affected staff.

5.20. Shift rosters will specify the commencing and finishing times of ordinary hours of the respective shifts.

5.21. The commencing and finishing times of shifts set out in a shift roster may be varied by Management with agreement of employees or with a minimum seven days' notice.

### **Intermittent Shift/Sporadic Shift**

5.22. From time to time, intermittent or sporadic shift arrangements are required to operate in response to ANSTO's operational, business and or research requirements.

5.23. Where such shift arrangements occur, the shift loadings and penalty rates specified in this agreement will apply. Consultation will occur, as per clause 5.2, with the affected staff prior to the implementation of the arrangements.

### **Shift Duration**

5.24. The duration of any a single shift should not exceed 12 hours excluding handover time.

5.25. Any proposed shift pattern will undergo a Work Health Safety Review. The Work Health Safety review will include the maximum hours worked in any particular period, the shift duration and/or shift pattern in consideration of fatigue management and other WHS obligations. This will be discussed during consultation. For further information, see AG2477 Prevention and Management of Fatigue.

5.26. 12 hour shift rosters will be designed to;

- limit the number of consecutive shifts to four in a row (excluding spare shifts and Australian Synchrotron, seven in a row); and
- have a minimum two days rostered off following consecutive worked shifts (excluding spare shifts).
- in the case of the Australian Synchrotron, 12 hour shift rosters will be designed to;
- limit the number of consecutive shifts to seven in a row (excluding spare shifts); and
- have a minimum of seven days rostered off following seven consecutive worked night shifts.

5.27. All 12 hour shift workers agree to provide shift cover relief by being reasonably available for work on their rostered days off. The work group may agree on an employee or employees to be reasonably available for a particular period. In such cases employees must share the responsibility of being available equally.

5.27.1. Overtime immediately before or after a shift is to be avoided wherever possible. Where an employee is required to work overtime immediately before or after a shift then the overtime must be limited so that total duration of work (shift plus overtime) does not exceed 16 hours (excluding handover period).

5.27.2. Rest pause after overtime must be 8 hours plus travel time.

### **Definition of 12 Hour Shift**

- 5.28. "12 hour shift" means a shift of 12 hours' duration, with ordinary hours worked 7:00am to 7:00pm on a day shift or 7:00pm to 7:00am on a night shift, or as agreed. The 12 hours may be extended to include shift changeover time if required and agreed.
- 5.29. The shift roster of work is based around regular shifts of twelve hours paid at ordinary rates, or a mixture of 12 hour shifts and shorter duration shifts and will identify Rostered Days Off (RDOs).
- 5.30. Any difference between the total shift hours during a complete roster cycle and the required ordinary hours of 36 hours 45 minutes per week multiplied by the number of weeks in roster cycle will be made up by the inclusion of Spare shifts in the roster.
- 5.31. Spare shifts will be worked during the daytime on weekdays or as prescribed by the roster.

### **Overtime on 12 hour shift**

- 5.32. A maximum of 4 hours' overtime may be worked before or after a 12 hour shift.
- 5.33. Meal allowances will only be payable for overtime worked and not during a rostered 12-hour shift.

### **Averaging of Shift Payments**

- 5.34. ANSTO may at its own discretion initiate or cease averaging of shift payments within 4 weeks' notice to employees. This will be done in consultation with affected employees. Where averaging ceases, shift penalties based on individual shifts worked will apply. Where shift work ceases clauses 2.11-2.16 apply.

### **Salary Calculations**

- 5.35. Shift workers on an averaged shift arrangement will be remunerated on an average pay basis. Average pay is inclusive of basic salary and the determined average shift loading.
- 5.36. In place of calculating shift loading on an individual basis, an averaged shift loading will be paid. The average shift loading will be applied to each individual employees take home salary. This rate is determined by the roster and is inclusive of all loadings including those related to employees rostered on or rostered off on public holidays.
- 5.37. Consequently, a day off in lieu of a rostered day off which falls on a public holiday, does not apply.
- 5.38. Employees engaged on short term shift arrangements (not permanently attached to a shift) will be paid shift loadings for the individual shifts worked and not average payments.

### **Average Shift Calculator**

- 5.39. A standard approach to calculating average shift payments will be adopted across ANSTO.

- 5.40. An average shift calculator will be used to calculate the relevant average loading which can be applied to any average shift arrangement.
- 5.41. The average shift calculator will include the following inputs:
- 5.41.1. Roster patterns;
  - 5.41.2. Number of Gazetted public holidays per calendar year plus the additional holiday as per clause 4.72
  - 5.41.3. Number of weeks in the shift cycle; and
  - 5.41.4. Start and finish times.
- 5.42. The Average Shift Calculator will be updated to reflect the Gazetted Public Holidays each year for the life of this agreement. Once gazetted public holidays are published, the shift average calculator will be updated to reflect the number of holidays for the year, prior to the commencement of the year gazetted.
- 5.43. Where an extra day is added or removed from the Gazetted Public Holidays (during the year for which the shift average has already been determined) the average shift calculator will be updated to reflect the change from the day of which change to the Public Holiday occurs.
- 5.44. The average shift loading includes a component representing payment for shift employees when working or not working a public holiday based on the probability approach.
- 5.45. The public holidays not worked are calculated at the standard working day of 7 hours 21 minutes.
- 5.46. Total standard hours (i.e. no. of weeks in 1 shift cycle times 36 hours and 45 minutes) are used as the basis for calculating the average shift loading.
- 5.47. No shift arrangement should have excessive overtime hours above the standard hours built into the shift.
- 5.48. There is no entitlement to payment or time off in lieu for public holidays that occur on days that do not form part of a shift work employee's roster.

#### **Leave on Shift Averaging Arrangements**

##### Annual leave

- 5.49. Employees on shift averaging arrangements working a shift roster will be entitled to the standard 147 hours (4 weeks) annual leave per year. Approved annual leave, will be paid at the average daily rate for each daily absence. Actual hours of leave will be deducted based on shift hours.

##### Additional Annual leave

- 5.50. Employees on shift averaging arrangements working a shift roster will accrue half a rostered shift, in hours, for each Sunday or Public holiday worked in accordance with clauses 10.1-

10.3 annual leave. Additional annual leave will be limited to maximum of 5 shifts per calendar year.

- 5.51. Provided that, where an employee works on the roster for part of a year, or changes to a different roster, that employee will receive a pro rata entitlement of the extra 5 shift days leave based on the shift roster worked over the year.

**Personal/carer's leave**

- 5.52. Shift workers will be granted personal/carer's leave without production of a medical certificate for up to 7 shifts (or part shift) in any personal/carer's leave year. Personal/carer's leave used for more than three consecutive shifts (or part shifts), due to illness, must be supported by a medical certificate.

**Conscientious Objection**

- 5.53. An employee who has a conscientious objection to work on a particular day for religious reasons may be able to be released from duty on that day with the agreement of their manager.

## 6. PAY AND CLASSIFICATION

### Wages and Salaries

- 6.1. Employees covered by this agreement will be paid fortnightly.
- 6.2. The fortnightly rate of pay will be ascertained by applying the following formula:

•

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

- 6.3. Salary tables are set out in 13 (Appendix 1).
- 6.4. Under this agreement employees will be paid salary increases of 2%, 2% and 2% from the following dates:
  - 2% effective the beginning of the first pay period commencing on or after the commencement date of this agreement;
  - 2% effective the beginning of the first pay period commencing on or after the first anniversary of the commencement of this agreement; and
  - 2% effective the beginning of the first pay period commencing on or after the second anniversary of the commencement of this agreement.

### Superannuation Salary

- 6.5. Employees who are not members of a defined benefit superannuation schemes, will have their salary for superannuation purposes determined using ordinary time earnings (OTE). ANSTO's employer contributions will be based on OTE.
- 6.6. ANSTO's contribution to the PSSap and other complying funds will be 15.4% per annum over the life of this agreement.
- 6.7. ANSTO's employer contribution for members of the PSS and CSS will be in accordance with fund rules.

### Remuneration Structure

#### Salary Bands 1-8

- 6.8. Salary bands 1-8 in the ANSTO salary scales have 5 salary levels per salary band.

#### Salary Bands 9-10

- 6.9. Salary bands 9-10 in the ANSTO salary scales have 2 salary levels per salary band with a discretionary range in between. For further information, see AP-2788 Band 9-10 Advancement procedure.

### **Appointment or progression to a level within a band**

- 6.10. Appointment to a new band or progression within a band can be made at any level within the band. It is not restricted to level 1.
- 6.11. The experience, skill and knowledge an employee brings to a role will be considered when determining the level of appointment.
- 6.12. Progression within a band is normally one level at a time each year subject to effective performance as described in the Annual Performance Effectiveness Appraisals (APEA) provisions.
- 6.13. ANSTO at its discretion may progress an employee more than one level at a time. Advancement of more than one level at a time will be determined on a case by case basis.

### **Appointment to a band /movement between bands**

- 6.14. Appointment to a band and movement from band to band will be normally subject to vacant positions and the application of the merit principle. For further information, see AP-1391 Recruitment and Selection Handbook.
- 6.15. The exceptions to this are when employees are appointed to:
  - 6.15.1. linked positions;
  - 6.15.2. reclassified in their existing role; or
  - 6.15.3. subject to advancement under the Research Merit Salary Increase system.

### **Classification System Review and Revision**

- 6.16. ANSTO uses the Mercer Job Evaluation System to describe and evaluate positions.
- 6.17. The Points to Band Table is as follows:

<b>Band</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
9	591	646	700
8	501	546	590
7	426	463	500
6	316	371	425
5	236	276	315
4	191	213	235
3	131	161	190
2	81	106	130
1	53	67	80

### **Linked Positions**

- 6.18. A Linked Position is identified by a Position Description which provides employees to progress from one band to another.
- 6.19. Progression is based on satisfactory performance and clear, objective evidence that the employee meets specific criteria identified in the Position Description and/or accompanying documents.



6.20. For further information, see AP-2783 Linked Position Procedure.

### **Reclassification**

6.21. An assessment for the upwards reclassification of a position will be undertaken where:

6.21.1. the accountabilities (the work required by management) of a position have increased over a sustained period; and

6.21.2. there is an ongoing requirement of the role (as determined by management).

6.22. This is done by conducting a new evaluation of the position using the Mercer Job Evaluation system. For further information see AP-2784 Position Reclassification Procedure.

### **Grandfathered Salary Points and other provisions for staff covered by the SLSA Enterprise Agreement 2016-2019**

6.23. Clauses 6.24 - 6.27 apply where immediately before this agreement commenced operation, an employee was covered by the *Synchrotron Light Source Australia (SLSA) Enterprise Agreement 2016-2019*.

### **OTHER SALARY INCREASES**

6.24. The general increases in clause 6.4 of this Agreement will not have the effect of increasing an employee's salary above the maximum level for the employee's salary band.

6.25. If an employee does not receive all or part of:

The 2% general increases in clause 6.4 **Error! Reference source not found.**;

Because the employee's salary is above the maximum level for the employee's band, the employee will receive a lump sum bonus equal to the balance of the general increase not received. The bonus will be paid in the first full pay period as per clause 6.4.

### **WORKING HOURS**

6.26. An employee may be directed to work ordinary hours on up to 12 weekend or public holidays each year, and will be paid penalty payments for such ordinary hours of work at the following rates:

- (a) +50% of normal hourly rate for work on Saturdays;
- (b) +100% of normal hourly rate for work on Sundays;
- (c) +150% of normal hourly rate for work on Public Holidays.

### **RETURN AFTER LENGTHY ABSENCES**

6.27. In order to support employees returning to Australian Synchrotron after absences of one year or more, the individual and their supervisor will jointly develop an agreed return to work program designed to reintegrate the Employee into the work environment.

### **Market Related Employment**

- 6.28. Where an employee, who would otherwise be classified at band 6 or above, possesses skills or capabilities that are in high market demand, ANSTO may, at its discretion, offer supplementary remuneration for a specified period.
- 6.29. Where a market related employment arrangement concludes and an employee is to continue in employment, they will revert to the standard conditions applicable to their classification.
- 6.30. Market related employment arrangements made prior to the commencement of this agreement will, unless terminated beforehand, continue to operate until the nominated expiry date in the arrangement.
- 6.31. Market related employment arrangements will not disadvantage the employee concerned when compared with the terms of this agreement.

### **Recovery of Overpayments**

- 6.32. On becoming aware of a salary overpayment there is a mutual obligation of both ANSTO and the employee to notify either party of any such overpayment:
  - 6.32.1. On becoming aware of a salary overpayment to an employee, ANSTO will notify the employee and establish an agreed period and/ or method by which the employee will repay the amounts owing.
  - 6.32.2. Where an employee becomes aware they have been overpaid they will notify ANSTO of the overpayment. ANSTO will make arrangements for the repayment in consultation with the employee.
  - 6.32.3. In the event that agreement cannot be reached on the recovery action, ANSTO shall determine reasonable arrangements for repayment.
  - 6.32.4. Where an overpayment has not been recovered prior to an officer resigning or otherwise ceasing duty, where no other arrangement has been agreed with regards to deductions from final monies, ANSTO will invoice the debt owing.

### **Loss of Accreditation/ Licence/Authorisation**

- 6.33. ANSTO may reduce an employee in classification or cease an employee in circumstances where the employee, due to loss of accreditation, authorisation or licence, is no longer formally qualified and allowed to perform their duties. In the first instance, alternative job arrangements are to be sourced for the employee of equal salary banding. If after all avenues have been exhausted, then the above will apply.

### **Fitness for Duty**

- 6.34. ANSTO has a duty of care to all employees that individual employees are able to carry out the required elements of their role while at work without putting themselves or other

workers at undue risk. Individual employees have a responsibility to present at work, fit to undertake their duties without putting themselves or other workers at undue risk.

- 6.35. Where there is a concern from a manager or health centre representative that an employee is not fit for duty, the actions should be escalated as follows:
- 6.35.1. Discuss concerns with employee; then
  - 6.35.2. Encourage the employee to proceed on leave.
  - 6.35.3. Where continuation of duty places themselves or others at undue risk, the delegated officer can direct an employee to proceed on leave until such time as an assessment is made by an appropriately qualified medical practitioner
  - 6.35.4. Where there is disagreement on the above (6.35.1 – 6.35.3), either party may request a medical assessment be initiated under ANSTO's First Aid and Emergency Medical Care Guide AG2487.
- 6.36. Where an employee is encouraged or directed on leave, their safety to return home or to a medical practitioner is paramount. Arrangements for their safe return home may include them being picked up, having a colleague drive them and/or providing a cabcharge, as appropriate.
- 6.37. If management, in consultation with HR & WHS, has reason to believe that an employee is unfit for duty for any reason, management may require the employee either:
- 6.37.1. To furnish a report as to their condition from an appropriately qualified medical practitioner of their choice; or
  - 6.37.2. To be examined by an independent medical assessor engaged by ANSTO.
- 6.38. Management may require an employee to proceed on leave on grounds of illness or incapacity for a specified period after consideration of a report by an appropriately qualified medical practitioner or an independent medical assessor engaged by ANSTO.
- 6.39. Where an employee has been on leave due to illness or incapacity, ANSTO may require the employee to be examined by an independent medical assessor engaged by ANSTO for the purpose of understanding the extent of the employee's illness or incapacity and the likelihood of a return to work and normal duties by the employee.

### **Incapacity**

- 6.40. ANSTO may reduce an employee in classification or retire an employee in circumstances where the employee is unable to perform their duties, or other duties appropriate to the employee's employment, because of physical or mental incapacity. This is done in conjunction with procedures implemented by an external health service provider. An appeal in relation to salary/classification reduction may proceed in accordance with clauses 2.29-2.35 (Resolution of Agreement Disputes).

## Supported Wages

- 6.41. Where ANSTO employs individuals who, because of a disability, are unable to perform the full range of tasks required for their role, ANSTO undertakes to employ these individuals in accordance with the Commonwealth Government's supported wage scheme. The key aspects of the scheme are set out below:
- 6.41.1. Under this scheme, for employees who meet the impairment criteria, ANSTO is entitled to pay a % of the band level of the position to that employee as a supported wage. The percentage will be the same as the assessed percentage of impairment (i.e. 80% impairment is 80% of Band Level). Provided that the minimum amount payable must be no less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.
- 6.41.2. The schedule does not apply to any existing employee who has a claim against ANSTO which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment. The percentage will apply to the relevant wage only, and the employee will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.
- 6.41.3. Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.
- 6.41.4. Under this scheme, ANSTO may employ a person on a trial basis for up to 12 weeks in order to make an assessment of capacity. The minimum amount payable to the employee during the trial period must be no less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time. Upon completion of the Trial Period, a further contract of employment will be entered into based on the outcome of the capacity assessment.

## Salary Sacrifice

- 6.42. ANSTO offers its employees flexible remuneration arrangements on a salary sacrifice basis. The arrangements provide for packaging under conditions approved by ANSTO on the basis of no extra cost to ANSTO. Additional costs such as Fringe Benefits Tax, other taxes and administrative costs will be met by the Employee as part of the arrangement.
- 6.43. Where an employee enters into a salary sacrifice arrangement, the employee's salary for the purposes of other terms and conditions of employment that reference an employee's salary, shall be the amount that would otherwise be treated as salary for those purposes had the salary sacrifice arrangement not been in place.
- 6.44. It is the responsibility of an employee seeking a salary sacrifice arrangement to obtain suitable independent financial advice prior to entering into such arrangement and to continue to monitor the suitability of such an arrangement in light of their personal financial circumstances.

## 7. PERFORMANCE APPRAISAL

### Annual Performance Effectiveness Appraisal (APEA) Requirements

- 7.1. All employees (except casuals) must participate in ANSTO's Annual Performance Effectiveness Appraisal (APEA) cycle. The performance management cycle runs from July to June each year.
- 7.2. The cycle includes the establishment of defined objectives, at least a mid-year progress discussion to ensure there are no surprises, and an annual review against those objectives. Where an employee changes position within the APEA cycle, new objectives for their position should be established within 4 weeks of commencement.
- 7.3. Assessors and employees should agree to establish objectives that are practical, specific, measureable, attainable, time bound and related to the business plan of the area.
  - 7.3.1. Although the process is a cooperative one, assessors have the responsibility to determine what should or should not be an employee's objectives, provided that it is reasonable and at the appropriate work level.
  - 7.3.2. In the case where agreement on objectives cannot be reached between an employee and their assessor, then the one up rule will apply and the next in line in management will discuss with the employee and their assessor, review and adjust the objectives as required.
- 7.4. Learning and Development objectives can be identified to assist employees in achieving their work objectives and fulfilling the demands of the role.
- 7.5. Where an employee refuses to participate in the APEA process, then Misconduct provisions (clause 12.1 to 12.12) may be implemented. Lack of participation will result in the employee not getting a salary increase.
- 7.6. Managers should regularly provide feedback to employees on their progress throughout the year. This should be in addition to the formal performance review process.

### Performance Related Salary Increases

- 7.7. Employees must achieve an effective performance rating (or higher) and consistently meet behavioural standards to advance to the next level within their current band (if available). Management may determine, based on performance, to advance an employee more than one salary level within the band.
- 7.8. Effective Performance is defined as:
  - Performance consistently meets expectations;
  - Objectives are handled efficiently; initiates action necessary to fulfil job responsibilities, anticipates problems and takes action to avoid them;
  - Work meets and sometimes exceeds quantity and quality expectations;

- Demonstrates the knowledge and skills to handle any assignment within the scope of their job accountability; and
  - Consistently meets required behavioural standards, behaves in a way that supports all the values.
- 7.9. To be eligible for performance related salary increases employees must have completed six months in the position subject of the APEA review. Management may determine a shorter period of service.
- 7.10. Certain Early Career Programs are excluded from performance related salary increases as set out in clause 8.2.
- 7.11. For further information, see AP-6904 APEA Guidelines

### **Unsatisfactory Performance in the APEA Cycle**

- 7.12. During the APEA cycle, where an employee is identified as having unsatisfactory performance and where performance related discussions have not been successful in improving performance, the formal process outlined in Managing Under-Performance clauses 11.1-11.11 may be followed.
- 7.13. Unsatisfactory performance is defined as:
- Performance consistently falls short of expectations and/or competence; or
  - Work often shows gaps in terms of the expected standard of quantity, quality, accuracy or time.
- 7.14. Poor behaviour which does not consistently meet behavioural requirements (where an employee acts in a manner that does not support organisational values or is below requirements of the role) may also result in the formal processes under Managing Under-Performance clauses 11.1-11.11 or Misconduct clauses 12.1-12.12 being followed depending on the circumstances and the nature of the behaviour.

### **Rewards and Recognition**

- 7.15. ANSTO may determine at its discretion that an employee is eligible to an individual or team related reward. For further information, see AE-6740 Rewards and Recognition Policy and AG-6741 Reward and Recognition Guideline.
- 7.16. ANSTO will fund a pool to support a Reward and Recognition Program. The pool will be determined each year by ANSTO based on organisational affordability.

### **Researcher Merit Salary Increase**

- 7.17. ANSTO will have an annual system for providing a temporary or ongoing Researcher Merit Salary Increase (RMSI). This system is separate to but operates in conjunction with the APEA.
- 7.18. Assessment will be in accordance with the Researcher Merit Salary Increase System and will take place on an annual basis. The assessment process will involve submission of an Evidence Portfolio and assessment by an Expert Panel.

- 7.18.1. When putting together a suitably comprised Expert Panel, ANSTO will take into consideration diversity, consistency, and outcome with appropriate checks and balances in relation to issues such as perceived bias or favouritism. The panel membership will include meritorious research peers.
- 7.18.2. Clear, set criteria will be utilised for assessment of RMSI. Criteria will be readily accessible to staff.
- 7.19. Successful researchers, not on an individual contract, will receive a salary at the level 1 of the next band or under special circumstances to a higher level within the next band.
- 7.20. The awarded RMSI will be subject to a review at the end of the second year. Upon review, the RMSI may:
  - 7.20.1. Be awarded on a permanent basis (subject to at least two years of sustained performance); or
  - 7.20.2. Conclude, and the researcher will be returned to their substantive band, at the level that they would have otherwise achieved; or
  - 7.20.3. Continue for another period of time and subject to a later review because a decision cannot be made to permanently award (upon later review, the outcome could be awarded as per 7.20.1, concluded as per 7.20.2, or further review as per 7.20.3).
- 7.21. The maintenance of any salary increase is subject to satisfactory performance.
- 7.22. Eligibility for advancement to the next level within the band under the APEA annual review is subject to at least 6 months after the date of effect of the salary increase.
- 7.23. An annual review of detailed RMSI metrics will be published to maintain transparency and to ensure that the process is being consistently and fairly applied across the organisation.
- 7.24. Researchers who are unsuccessful in their RMSI application will be given detailed feedback.
- 7.25. For further information, see AR-2271 RMSI Assessment Process.
- 7.26. Where a researcher has received a higher salary under RMSI and reverts to their substantive salary, then that salary will be adjusted to include any pay levels which would have been granted, subject to positive APEA assessments.
- 7.27. Where a researcher receives a higher salary, that salary will be treated as salary for superannuation purposes.
- 7.28. In the case of reversion to a substantive salary from a higher salary, the higher salary may continue as the salary for superannuation purposes, where this is stipulated by the superannuation fund applying in the case of each researcher.

## 8. TRAINING

- 8.1. ANSTO is committed to the development of employees and will provide relevant opportunities for learning and career development. It is expected that employees participate in the training opportunities provided and take the opportunity to learn new skills to facilitate their personal and organisational growth.

ANSTO will facilitate learning through a range of programs and opportunities. These may be formal or informal in nature including both internal and external opportunities, including but not limited to:

- Early Career Programs;
- Secondments;
- “Leap and learn” opportunities;
- APEA discussions;
- Internal training programs;
- Individual training plans;
- Formal external training leading to competency, certification or qualification;
- Opportunities to attend relevant Conferences and Workshops (locally/nationally/internationally).

### Early Career Programs

#### Tenure and Rate of Pay

- 8.2. Where an employee is engaged under an Early Career Program, the following conditions apply:

Early Career Category	Standard Term	Rate of Pay	Eligibility for performance related salary increases
Vacation Students	Up to 12 weeks	Band 1, level 4	No
Year-In-Industry Internship	Up to 12 months	Band 1, Level 4	No
Apprentice	Up to 4 years	Band 2, Level 4	Adult apprentice only*
TAFE Trainee	Up to 2 years	Relevant Industry Award/agreement	Adult trainee only*
Graduate	Up to 3 years	Band 4, Level 1	Yes
Post-Doctoral Fellowship	Up to 3 years	Band 5, Level 3	No

- \* “Adult” means an employee engaged as an apprentice or trainee who is 21 or over.

### Junior Rates of Pay

- 8.3. Junior rates of pay may be applicable to employees engaged under an Early Career Program. Salary will be calculated to the nearest dollar, by applying the following percentages to the nominated rate of pay for the program.



<b>Junior Rates</b>	<b>Percentage</b>
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

#### **Education and Training**

- 8.4. Employees engaged under an Early Career Program may be required to undertake and satisfactorily complete education and training as a condition of their employment. Failure to pass required education and training programs may result in termination of employment.

## **9. ALLOWANCES AND ADDITIONAL PAYMENTS**

### **Excess Travelling Time**

- 9.1. Where employees in Bands 5 or below start or finish work away from their normal place of work (i.e. at another establishment) they will be entitled to be paid for excess travel time. Excess travelling time is time in excess of travel from home to the employees normal work location, and is paid at the normal hourly rate. Alternatively excess travel time may be accrued as flex-time.
  - 9.1.1. Payment will be made when the excess time exceeds half an hour per trip. A maximum of five hours per day will be paid.
- 9.2. Where a Senior Officer is required to travel outside the bandwidth, or are subject to excess travel time, the Managed Time provisions may be utilised to recognise and compensate for the additional hours. An Individual Flexibility Agreement may also be appropriate depending on the circumstances.

### **Travel to and From the Camperdown Facility**

- 9.3. Where employees in Bands 5 or below work at Lucas Heights and are required to work at the Camperdown facility, then provided the travel distance between the Camperdown facility and their home is greater than the distance between the Lucas Heights facility and their home, the employee(s) will be paid one hours pay at normal time for the additional travel per trip, resulting in 2 hours additional pay per day.
- 9.4. Payment in accordance with the above clause will only be made when the excess time exceeds 15 minutes per trip. This arrangement also applies in the converse where employees normally stationed at the Camperdown facility are required to work at Lucas Heights.

### **Reimbursement of Travel Costs**

- 9.5. Employees required to travel on behalf of ANSTO will be reimbursed reasonable costs incurred in that travel. Management requires proof of costs.
- 9.6. This clause does not apply to travel to and from the usual place of work.
- 9.7. Conditions applying to employees travelling on ANSTO business or undertaking field work are described in ANSTO travel guidelines as varied from time to time. ANSTO will consult with employees and their chosen representatives regarding any proposed changes to the guidelines.

### **Higher Duties Allowance (HDA)**

- 9.8. Where an employee is temporarily required by management to undertake a higher level role, then the employee will be paid at the Level 1 of the higher classification band. ANSTO may determine a higher level of payment based on the experience and skills of the person undertaking the role and level of payment previously received in the role.

- 9.9. If the person acting is not required to carry out the full functions of the role then a percentage of the difference between the two roles should, as determined by ANSTO, be paid in lieu of full payment at the higher band.
- 9.10. Rules Applying to HDA are as follows:
- 9.10.1. Identified Position: ANSTO may determine a HDA payment in relation to acting in higher roles or other relevant situations
- 9.10.2. Minimum Period: The minimum period for payment acting at the higher level is 2 weeks (10 working days). This minimum period may be reduced solely at ANSTO's discretion.
- 9.10.3. Period of Acting: Under normal circumstances, the period should not exceed 12 months. Where it is proposed that the period exceed 12 months, then approval from the Delegated Officer is required.
- 9.10.4. Salary Advancement While Acting: An employee acting at the higher level in excess of 12 months will, subject to satisfactory performance will be advanced by a performance step, where available. This also applies to partial performance situations. An employee will also be advanced a performance step, if available, in their substantive role.
- 9.10.5. Identification of employees: Identification, selection and rotation of employees is at the discretion of the Delegated Officer. Rotation will be considered on a case by case basis taking into account the length of the period, nature of the role and skills required.
- 9.10.6. HDA payment while on leave: Where an employee is subject to HDA and takes leave of any type, then the payment will not be made where the leave occasion exceeds 2 weeks (10 working days) in duration, except where legislatively required to be paid.
- 9.10.7. All HDA arrangements are to be processed via MSS.
- 9.11. HDA will be paid fortnightly as part of the normal payroll arrangements.

### **Meal Allowance**

- 9.12. Employees will be entitled to a meal allowance of \$32.00 where they are required to work outside ordinary hours through a "meal period". There is no entitlement if employees are paid for the meal break.
- 9.13. This allowance will be capped to \$32.00 until this is reflected in the Australian Taxation Office determined rate of meal allowance. The allowance will then be adjusted according to movements to the rate as published annually in July by the Australian Taxation Office.
- 9.14. Agreed meal periods are:
- 9.14.1. 7:00 am to 9:00 am;
- 9.14.2. 12:00 noon to 2:00 pm;
- 9.14.3. 6:00 pm to 7:00 pm; and

9.14.4. Midnight to 1:00 am.

#### **NPW Radiation Allowance**

9.15. Employees who undertake Nuclear Powered Warship Monitoring will be paid an allowance equivalent of 23.5% of their daily rate for each day of the monitoring period.

#### **Personal Allowance**

9.16. A personal allowance may be paid to an employee in recognition of:

9.16.1. Academic/scientific standing;

9.16.2. Industry standing; or

9.16.3. Specific work performance including statutory authorisation and approvals.

9.17. The continuation of personal allowances will be subject to review every 12 months.

9.18. Personal allowances may be withdrawn as a consequence of the review process.

9.19. Personal allowances will be considered on a case by case basis and on the basis of clear evidence.

9.20. Personal allowances will not be used as alternative to re-classification or advertising a position at a higher level. The following amounts will be paid as a personal allowance:

9.20.1. Up to \$5,000 per annum (up to and including Band 5);

9.20.2. Up to \$10,000 per annum (applies to Band 6 and above); or

9.20.3. Up to \$15,000 per annum (applies to Band 7 and above).

9.21. Proposals and approvals for personal allowances are made by the relevant Delegated Officer, in consultation with Human Resources. For further information, see AG-1682 ANSTO Delegations Manual.

9.22. Personal allowances will be paid as salary on a fortnightly basis as part of normal payroll arrangements.

#### **Building Warden Allowance**

9.23. Where an employee is recognised by ANSTO as a building warden they will be paid an allowance as per the Allowances Table (clause 9.34). This is payable during all periods of annual leave, long service leave, paid maternity leave and paid personal/carer's and alternate leave. Building Warden Allowance is recognised as an allowance for salary and superannuation purposes.

#### **First Aid Allowance**

9.24. Where an employee holds first aid accreditation, and is the nominated first aid attendant in a work group by ANSTO, they will be paid an allowance as per the Allowances Table (clause 9.34).

### **On-call Allowance**

9.25. On-call employees will be entitled to an allowance as per the Allowances Table (clause 9.34) for each 24 hours period during which they are on-call. Employees are “on-call” if they are advised prior to ceasing duty that they are to be available to return to duty without delay if recalled prior to their next shift. An employee is not on call if they are on any form of leave for any period of time during which they would have been on call.

### **Security Scanner Licence Allowance**

9.26. Employees who are trained and accredited to operate the external warehouse security scanner will be paid an allowance as per the Allowances Table (clause 9.34) per fortnight conditional on their operating the scanner for the period and maintaining their operating competency.

### **Welding Licence Allowance**

9.27. Trades employees who hold welding tickets that comply with AS1796 (as varied from time to time) and are required to use those qualifications in their work will be paid an allowance on a fortnightly basis.

9.28. An allowance as per the Allowances Table (clause 9.34) will be paid for the certain tickets. Possession of tickets 1, IE, 3 or 3E, or any combination of these is deemed to be possession of only one manual metal arc welding ticket for the purposes of payment.

9.29. An additional \$28.25 per fortnight will be paid for certain additional tickets up to a maximum of \$84.80 per fortnight. Those tickets must be welding process related i.e., stick, MIG, TIG and Welding Supervision. The maximum payable for holding all tickets is \$84.80 per fortnight (as varied in accordance with the Allowances Table -clause 9.34). The requirement for the licences and the requirement for the work will be determined by the relevant senior manager.

9.30. Payment of the licence allowance is conditional on the employee maintaining and demonstrating competence.

### **Electricians Licence Allowance (HV)**

9.31. An electrician/employee who holds a licence to perform all classes of electrical wiring work, and who is doing work for which an electrician’s licence is necessary and is required to be trained and accredited in high voltage switching practice, in order to undertake their role, will receive an Electricians Licence Allowance (HV) as per the Allowances Table (clause 9.34).

9.31.1. The employee must hold a current first aid certification.

9.31.2. The Electricians Licence Allowance (HV) includes first aid recognition, and therefore no First Aid Allowance will be payable to an employee who receives an Electricians Licence Allowance (HV).

### Electricians Licence Allowance

9.32. An electrician/employee who holds a licence to perform all classes of electrical wiring work, and who is doing work for which an electrician's licence is necessary will receive an Electricians Licence Allowance as per the Allowances table (clause 9.34).

9.32.1. The employee must hold a current first aid certification.

9.32.2. The Electricians Licence Allowance includes first aid recognition, and therefore no First Aid Allowance will be payable to an employee who receives an Electricians Licence Allowance.

### Plumber Licence Allowance

9.33. A plumber who is, or who may be required by management to act on a plumber's licence (by signing relevant notices and assuming responsibility to the relevant authorities) during the course of their employment, will be paid as per the Allowances Table (clause 9.34).

### Allowances Table

9.34. The following table applies to fortnightly allowances

Allowance	Clause	Pre-Agreement	Agreement Commencement	Agreement 1 <sup>st</sup> Anniversary	Agreement 2 <sup>nd</sup> Anniversary
Building Warden	9.23	\$12.85	\$13.11	\$13.37	\$13.64
First aid	9.24	\$25.70	\$26.21	\$26.73	\$27.26
On Call	9.25	\$35.00	\$35.70	\$36.41	\$37.14
Security Scanner Licence	9.26	\$37.30	\$38.05	\$38.81	\$39.59
Welding Licence	9.27-9.28	\$29.15	\$29.73	\$30.32	\$30.93
Maximum welding	9.29	\$87.40	\$89.15	\$90.93	\$92.75
Electrician's Licence (HV)	9.31	\$151.45	\$154.48	\$157.57	\$160.72
Electrician's Licence	9.32	\$105.05	\$107.15	\$109.29	\$111.48
Plumber's Licence	9.33	\$198.05	\$202.01	\$206.05	\$210.17

### Bus Service

9.35. It is agreed that a fare of \$3.00 per journey be applied to the Sutherland service until alternative services are provided, such as public transport.

9.35.1. ANSTO reserves the right to make decisions regarding the operation of the service. Prior to any such decision there will be consultation with employees and, if they choose, their representatives.

## 10. LEAVE

### Annual Leave

- 10.1. Annual leave is accrued progressively to give an entitlement of 147 hours per year (no less than 4 weeks) of service. Part-time employees accrue annual leave entitlements on a pro-rata basis.
- 10.2. Annual leave:
  - 10.2.1. Does not accrue for absences which do not count as service, such as leave without pay;
  - 10.2.2. May be taken as it accrues;
  - 10.2.3. Will be taken at times agreed between ANSTO and the employee;
  - 10.2.4. Must be approved by the relevant manager prior to being taken; and
  - 10.2.5. Will count as service for all purposes.
- 10.3. Shift workers who are regularly rostered to work Sundays and Public Holidays will be credited with additional annual leave on the basis that a day means a shift. Additional annual leave for shift workers is covered by clause 5.50.
- 10.4. Employees annual leave balance will be available through ANSTO's online employee self-service system.

### Compulsory Taking of Annual Leave

- 10.5. Recognising the importance of employee well-being, all employees are required to take a minimum of 2 weeks annual leave per year except in the employees first year of employment. In circumstances where an employee fails to take the minimum leave, the employee will be notified and directed to go on leave at a particular date.
- 10.6. When an employee reaches 7 weeks accrual, then the employee will be required to take 1 week of leave within the next three months.
- 10.7. Where previously approved leave has been denied or changed for business or operational reasons, the employee will be given an additional four months from the date of the change to reduce the excess credits to 7 weeks accrual or below.
- 10.8. In exceptional circumstances where an employee reaches 8 weeks of accrued annual leave, the employee will be directed to take leave immediately until the leave balance is at 7 weeks, at which time, clause 10.6 will apply. In respect of shift workers, this provision will apply once an employee reaches an accrued balance in excess of 50 days, where they will be directed to take 5 days immediately.
- 10.9. ANSTO, at its discretion, may allow an accumulation beyond the limits outlined in 10.6 - 10.8.

### **Cashing out of Annual Leave**

- 10.10. An employee may apply to cash out their annual leave provided that:
- 10.10.1. the employee has taken a minimum of 2 weeks annual leave in the immediate 12 month period dating back from the application to cash out;
  - 10.10.2. paid annual leave must not be cashed out if the cashing out would result in the employees remaining accrued entitlement to paid annual leave being less than 4 weeks;
  - 10.10.3. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
  - 10.10.4. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 10.11. Employees will not be coerced or forced to cash out their annual leave.

### **Long Service Leave (LSL)**

- 10.12. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 10.13. The minimum period for which long service leave will be granted is seven calendar days at full pay or 14 calendar days at half pay per occasion. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

### **Re-crediting Leave**

- 10.14. Annual leave and long service leave will be re-credited for other non-discretionary leave types including personal/carer's and alternate leave (but only where it is on account of personal illness or for caring purposes), bereavement and compassionate leave, community service leave (but not unpaid parental leave). The absence will be recorded as personal/carer's leave and deducted from personal/carer's leave credits.
- 10.15. Re-crediting of leave is subject to medical certificate or other evidence tendered indicating that a non-discretionary leave type is required.

### **Death in Office**

- 10.16. Where an employee dies with a credit of annual leave, ANSTO will make a payment in lieu for any outstanding annual leave credits (or entitlement that has accrued since the last crediting date) to the dependents of the employee or to the employee's estate. For an employee subject to flex-time, then credits or debits will be paid or debited re the final payment.

### **Personal/Carer's Leave**

- 10.17. ANSTO provides personal/carer's leave as required by the NES.



- 10.18. In addition to providing the NES entitlement of 10 days of paid personal/carer's leave, ANSTO credits employees who are entitled to personal/carer's leave under the NES with the full year's NES entitlement at the commencement of employment and a further full year accruals are credited to employees at the completion of each 12 months' continuous service or pro rata for completed months of service with personal/carer's leave accruing from year to year.
- 10.19. Employees taking personal/carer's leave must give notice of the taking of that leave and its expected duration as soon as practicable by informing their line manager. Line management may make local arrangements as to how this is to be done.
- 10.20. For personal/carer's leave of more than three consecutive days, employees must provide evidence that will satisfy a reasonable person (usually a medical certificate) that they were absent because:
- 10.20.1. they were not fit for work due to personal illness or personal injury affecting them; or
  - 10.20.2. of a personal illness, personal injury or unexpected emergency affecting a member of their immediate family or a member of their household who requires their care or support.
- 10.21. Where paid personal/carer's or alternate leave is not available, employees (including casual employees) are entitled to 2 days of unpaid carer's leave for each occasion listed at 10.20.2 above.
- 10.22. If a pattern of leave identifies abuse of the leave system, action can be taken to rectify problem in consultation with the employee. Consistent abuse of leave or failure to make reasonable attempts to notify will incur disciplinary action.
- 10.23. Employees who take five or more consecutive days off (due to non-work related illness or injury) must have medical clearance from their treating doctor to return to work. Any restrictions to normal duties required must be detailed by the certifying Doctor and discussed with management.
- 10.24. For any work related injury or illness, the employee must present to the ANSTO Health Centre or the SLSA Safety Team immediately on return from treatment or if any time off has been required attendance should be at the commencement of their first shift back at work. All work related injuries/illnesses require WorkCover or Comcare certificates from the treating doctor outlining any restrictions or time off required.
- 10.25. An employee shall not be retired on the grounds of invalidity prior to the date upon which their leave credit is exhausted unless the employee consents to retirement on invalidity grounds from an earlier date. An employee will not receive a further credit of leave after the date on which it is decided that the employee is to retire on the grounds of invalidity.

## **Alternate Leave**

- 10.26. ANSTO provides ongoing employees with up to 5 days alternate leave per year of service. Fixed Term and Temporary employees are credited their alternate leave on a pro-rata basis accounting for the remaining duration of their contract.
- 10.27. Alternate Leave is credited at the commencement of employment and again at the completion of each 12 months' continuous service' or pro rata for completed months of service accruing from year to year.
- 10.28. Alternate Leave is capped at 36.75 hours per year per eligible employee.
- 10.29. Management may approve that an employee take up to an additional one year's credit of Alternate Leave in anticipation of their next credit accruing. Alternate leave taken in anticipation of future accrual will be deducted from final monies in accordance with the requirements of the Fair Work Act 2009 if the employee ceases employment prior to the next accrual.
- 10.30. Alternate Leave may be made available for a variety of unforeseen circumstances and may also be taken where an eligible employee:
- 10.30.1. Is entitled to personal/carer's leave in accordance with 10.17 to 10.20.2 and has exhausted any available paid personal/carer's leave;
  - 10.30.2. Has a need to conduct urgent personal matters (e.g. mandatory court attendance);
  - 10.30.3. Observes ceremonial, cultural or religious celebrations; or
  - 10.30.4. Wishes to attend a funeral of a person in circumstances where they would not otherwise have an entitlement to paid Bereavement and Compassionate Leave.
- 10.31. An employee must apply to take Alternate Leave and may be required to include relevant supporting documents with their application.
- 10.31.1. For employees employed at ANSTO prior to the commencement date of this agreement, ANSTO will:
  - 10.31.2. Recognise balances of General Leave accrued under clauses 10.17 – 10.27 of the Australian Nuclear Science and Technology Enterprise Agreement 2017 – 2020 and clauses 303 – 315 of the *Synchrotron Light Source Australia (SLSA) Enterprise Agreement 2016 – 2019* and transfer balances to personal/carers leave.

## **Part-time Employees**

- 10.32. Part-time employees are credited paid personal/carer's and alternate leave on a pro-rata basis based on ordinary hours worked.

## **Leave with Pay**

- 10.33. Management may grant employees additional leave with pay for purposes and subject to conditions that are determined by the Delegated Officer.

## **Leave Without Pay (LWOP)**

- 10.34. Management may grant an employee leave without pay for a period of up to one year (excluding in cases of maternity and parental leave which are dealt with separately). Leave without pay may count as service where there is an organisational benefit or where legislatively required.
- 10.35. Approved leave without pay will not break an employee's continuity of employment.
- 10.36. Where an employee applies for leave without pay to hold a full time position with another organisation, such as the International Atomic Energy Agency (IAEA), a university, an employer or employee organisation, then the approved period of leave may extend for the term the position is held.
- 10.37. In addition unpaid leave is also available for employees who participate as community services personnel in emergency services duties including regular training, all emergency service responses, reasonable travelling time, reasonable recovery time and ceremonial duties in accordance with the *Fair Work Act 2009*.

## **Purchased Leave**

- 10.38. Employees may request up to 6 weeks Purchased Leave in a given 12 month period. Purchased Leave must be approved in advance by the Delegated Officer. Employees should recognise that Purchased Leave is in effect, a form of leave without pay, which ANSTO counts as service.
- 10.39. In order to repay the purchased leave, an employee's annual salary is reduced by the number of weeks approved, and the repayments are averaged over a maximum of 26 pay periods. This means that fluctuations in an employee's salary will affect the repayment cost.
- 10.40. Purchased Leave is subject to the following terms;
- 10.40.1. An employee must have completed their probation period.
- 10.40.2. An employee cannot apply for Purchased Leave when they have over 40 days of unused annual leave credits.
- 10.40.3. Purchased leave will be taken within a 12 month period from the date of commencement in the scheme. Purchased leave not taken will be forfeited and the value of the leave refunded at the end of the 12 month period.
- 10.41. The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or employee involved.

## **Bereavement and Compassionate Leave**

- 10.42. Employees are entitled to two days compassionate leave when a member of the employees immediate family or household;
- 10.42.1. Contracts or develops a personal illness that poses a threat to their life; or

10.42.2. Sustains a personal injury that poses a serious threat to their life.

10.43. In the event of the death of an immediate family member or a member of the employee's household, an employee is entitled to bereavement leave of at least two days. Additional days of bereavement leave may be granted to the employee at ANSTO's discretion.

10.44. Bereavement and compassionate leave is not deducted from annual leave or personal/carer's or alternate leave credits.

10.45. For casual employees bereavement and compassionate leave is unpaid. For all other employees, bereavement and compassionate leave is paid.

### **Maternity Leave**

10.46. For the purposes of the clauses 10.47-10.60, the Act means the *Maternity Leave (Commonwealth Employees) Act 1973*.

#### Entitlement

10.47. An eligible employee will be entitled to up to 12 weeks of paid leave under the Act and an additional four weeks of paid leave to be taken continuous with the entitlement under the Act. Employees who are eligible for paid maternity leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 16 weeks of the leave period will count as service.

10.48. In accordance with the Act, where an employee works part-time, then the payment during maternity leave will be pro-rated based on hours of work.

10.49. The paid leave component cannot be extended by an application for personal/carer's leave for any period within the paid component.

10.50. No other paid leave may be granted during a period of paid Maternity Leave in accordance with the Act.

#### Rate of Pay

10.51. The rate of pay for the period of paid maternity leave will be calculated as for personal/carer's leave.

#### Eligibility

10.52. To be eligible to receive paid maternity leave, an employee must have twelve months of continuous service either:

10.52.1. Under the Act;

10.52.2. With an authority prescribed by the Maternity Leave (Commonwealth Employees) Regulations 2017;

10.52.3. As a person prescribed under the "(Maternity Leave Regulations)"; or

10.52.4. With an employing authority established for a public purpose by a law of the Commonwealth or of a Territory (other than the Northern Territory) within the meaning of Section 6(4A) (b) of the Act.

10.53. To be eligible for maternity leave under the Act, an employee must be entitled, as a condition of their employment, to personal/carer's leave.

#### Granting of Leave

10.54. Where an employee on unpaid maternity leave applies for paid leave, and is eligible for that leave, the application will be granted. An employee who is pregnant is required to be absent from duty six weeks before the expected date of birth until six weeks after the actual date of birth of the child, unless the employee provides a doctor's certificate declaring that the employee is fit to either continue or return to duty and ANSTO gives permission in writing.

10.55. In cases where an employee is confined earlier than six weeks before the expected date of birth the required absence commences on the date of birth and continues for six weeks with the 52 week period of maternity leave absence commencing from the date of birth.

10.56. Periods of paid leave during unpaid maternity leave will count as service for all purposes. For employees with less than twelve months' qualifying service, the first twelve weeks of maternity leave will count as service for all purposes, whether or not the leave is with pay. Otherwise, periods of unpaid maternity leave will not count as service for any purpose but do not break an employee's continuity of service.

#### Entitlement to Further Maternity Leave

10.57. Nothing in this clause prevents an eligible employee from proceeding on further episodes of paid or unpaid maternity leave where a subsequent pregnancy or pregnancies arise, unless otherwise provided for under legislation.

#### Return to Work

10.58. When an employee returns to work after a period of maternity leave, ANSTO will place her in the position held before she commenced the maternity leave, unless:

10.58.1. She was transferred to another job because of the pregnancy, in which case she will be placed in the position she held immediately before the transfer.

10.59. If the position no longer exists but the employee is qualified for, and can perform the duties of, other positions, ANSTO will employ the employee in whichever of those positions is nearest in status and remuneration to the position referred to prior to the transfer to a safe job.

#### Access to part-time Employment

10.60. An employee returning to duty from maternity leave may apply for access to part-time employment. ANSTO will make every effort to provide part-time employment.

## **Parental Leave**

### Entitlement

10.61. After twelve months continuous service (recognised as such by ANSTO), an employee, excluding casuals will be entitled to 20 working days paid parental leave.

10.62. After twelve months continuous service, an employee who becomes a parent will be entitled to parental leave without pay at any time from the day of the birth of the child, or in the case of an adopted child, on the day on which the employee assumes responsibility for the child. This leave is to care for the child and any biological or adoptive parent or their spouse or de facto partner (including same sex de facto partner) who shares in the ongoing daily care of the child is eligible. The maximum period of leave of absence, which may be granted to the employee is 66 weeks.

10.63. Employees granted maternity leave under the Act will not be eligible for paid parental leave under clause 10.61 for the same occasion of the birth of a child or termination of pregnancy as provided for in the Act.

10.64. The paid portion of Parental Leave does count as service for all purposes; the unpaid portion does not count as service for any purpose.

### Request for Extension of Leave

10.65. An employee (either parent) entitled to parental leave pursuant to the provisions of this clause may:

10.65.1. Request to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

10.65.2. Upon returning to work, request flexible work arrangements as per clause 4.13. ANSTO shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### **Interaction between Maternity Leave, Adoption Leave and Parental Leave**

10.66. Employees who access maternity leave under the Act or parental leave for adoption purposes are eligible to apply for unpaid leave under clause 10.62.

### **Access to 'keeping in touch' days during unpaid Maternity/Parental Leave**

10.67. Keeping in touch days, may be agreed to by ANSTO subject to the provisions of s79A of the Fair Work Act which must be read in conjunction with clauses 10.68-10.68.4.

10.68. An employee on unpaid Maternity or unpaid Parental leave may access up to 10 keeping in touch days to come into ANSTO for eligible paid work without disruption to their leave entitlements.

- 10.68.1. If the employee extends their period of unpaid parental leave beyond 12 months, they may access up to an additional 10 days;
- 10.68.2. Keeping in touch days are an agreement between the employee and their manager;
- 10.68.3. Keeping in touch days do not extend the approved period of unpaid leave;
- 10.68.4. Participating in paid work activity for the purpose of 'keeping in touch' for 1 hour or more on a day, will count as 1 keeping in touch day towards the 10 day limit.

#### **Jury Leave**

- 10.69. Leave of absence with pay will be granted to enable an employee to attend court as a juror.
- 10.70. An employee will be reimbursed reasonable expenses incurred by the employee while attending court to serve as a juror. Leave of absence granted under the clause will count as service for all purposes. Proof of attendance is required. Where any employee accepts a daily payment from the court and is also paid by ANSTO, then the employee is required to pay the daily payment to ANSTO with the exception of an amount that is, or that is in the nature of, an expense related allowance.

#### **Defence Service Sick Leave**

- 10.71. The Agency Head will grant Defence service sick leave to employees, excluding casuals who are unfit for duty because of an accepted injury or disease.
- 10.72. An accepted injury or disease means a condition accepted by the Department of Veterans' Affairs to be:
  - a war-caused or Defence-caused injury or disease meeting the requirements under the *Veterans' Entitlements Act 1986*; or
  - a service injury or service disease that meeting the requirements under the *Military Rehabilitation and Compensation Act 2004*; or
  - a defence-related injury or defence-related disease meeting the requirements under the *Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988*.
- 10.73. An employee who is or becomes eligible for Defence service sick leave is entitled to:
  - a) a one-off special credit of nine weeks Defence Service Sick Leave from the latter of:
    - the date of their commencement in the Australian Public Service (APS); or
    - the date on which liability for their injury or disease is accepted under the relevant Act of Parliament; and
  - b) each year thereafter, an annual credit of three weeks Defence Service Sick Leave, subject to the annual credit balance not exceeding nine weeks.

## **Leave for ADF Reserve and Continuous Full Time Service obligations**

- 10.74. An employee will be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) obligations.
- 10.75. An employee, excluding casuals, is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 10.76. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 10.77. ADF Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.
- 10.78. Additional leave for Defence service, either on a paid, unpaid or top-up pay basis, such leave will be not unreasonably withheld.

## **Other Defence-related leave**

- 10.79. Management will grant leave of absence to an employee to enable that employee to engage in:
- Service in time of war as a member of the ADF for the purposes of defence
  - Service as a member of a part of the ADF which has been allotted for duty in an area in which the forces of the United Nations are engaged in operations
  - Continuous full time service as a member of the ADF not exceeding 4 years duration, for which an officer or employee has volunteered
  - Annual training as a member of the ADF
  - Attendance at a school, class or course of instruction conducted for the training of members of the ADF.
- 10.79.1. In this clause the expressions "time of war" and "war" have the same meanings as those expressions have in the *Defence Act 1903*.
- 10.79.2. Where an employee in service with the ADF is required for additional service at the conclusion of the period of service for which he or she has volunteered under provisions of *Defence Act 1903*, the *Naval Defence Act 1910*, or the *Air Force Act 1923*, the employee shall be granted an extension of leave where this is necessary to meet that requirement of the relevant legislation.
- 10.79.3. Leave shall not be granted beyond the date on which the services of an employee would have been terminated but for that leave.
- 10.79.4. Leave of absence granted under this clause shall be without pay except as provided in dot points 1 and 2 above.



10.79.5. The period during which an employee is absent on leave without pay under provisions of this clause, shall be included as part of his or her period of service for all purposes except recreation leave.

10.79.6. Leave of absence granted to enable an employee to engage in a service specified in Defence operations defined above will be on full salary for the first 14 days and without pay thereafter.

**Blood Donation Leave**

10.80. Attendance at the Blood Bank to donate blood during working hours will not be deducted from personal/carer's leave, provided that prior approval for the absence is obtained from the relevant manager.

**Unsuccessful Election Candidates**

10.81. An employee, who exercises their right of return to ANSTO after being an unsuccessful election candidate, will not have the period of service between resignation and re-engagement or employment recognised for accrual of general and annual leave and long service leave.

## 11. MANAGING UNDER-PERFORMANCE

### Performance Management Process

11.1. Before any formal Performance Management Process can begin, the employee and manager must have had discussion about how performance can be improved which is recorded in writing. Where performance related discussions have not been successful in improving performance or addressing workplace behaviour of an employee, this formal process will begin. An employee whose performance is still of concern after these discussions will be the subject of a review and if required a subsequent Performance Management Plan (PMP) aimed at addressing areas of under-performance.

11.1.1. The PMP is to be fair, adequate, and appropriate to the type of role performed, with a goal of restoring the performance of the employee to the required standard;

11.1.1.1. Where successful improvement is achieved against the criteria in the PMP, the employee will exit the process.

11.1.1.2. Where improvement is not achieved, the PMP will progress through the below stages with a total duration up to 3 months. If it is warranted due to the nature of the role and/or the nature of the underperformance, ANSTO may approve a longer period.

11.2. A Performance Management Plan identifies areas of underperformance and develops strategies for improving the performance to the required standard; and can be initiated at any time during the appraisal period. For further information, see AP-6901 ANSTO Performance Management Process procedure.

11.3. Where an employee is subject to a PMP, then the employees APEA objectives will remain in place and no new objectives will be discussed or set until the PMP process is concluded.

11.4. Where an employee's performance is no longer effective because of significant structural/technological changes, the provisions of the Redeployment, Retraining and Redundancy process apply.

### Process

#### Step 1 (Plan)

11.5. The Relevant Line Manager or Supervisor (RLM) will meet with the employee and discuss any performance related concerns. At that meeting a performance management plan will be documented. The plan will address the specific work issues and will have a definite time frame. The RLM will assist with coaching the staff member during steps 1 and 2.

#### Step 2 (Review)

11.6. The RLM will monitor the employee's performance against the plan for an initial 4 week period (of the total 8 week review period).

- 11.6.1. Where work performance improves and the employee is on track against their work objective/s, and maintains this level of performance the PMP process will end after the 8 week total review period.
- 11.6.2. Where work performance does not improve and the employee is not on track against their documented work objective/s, the employee will be coached in the areas for improvement and RLM's Manager will be advised, and the process will progress to Step 3.

#### Step 3 (Counsel)

- 11.7. In the case of under-performance after 8 weeks, the RLM's Manager will be briefed on the process and progress to date. On advice that the process has been conducted in accordance with the procedures, the Delegated Officer will issue a formal notice to the employee with a final 4 week period to address their under-performance/behaviour.

#### Step 4 (Discipline)

- 11.8. At the conclusion of the final 4 week period, where performance or work behaviour does not meet the requirements of the PMP, Disciplinary action may be taken. The action taken could be but not limited to:
  - 11.8.1. Transfer and/or reduce an employee in classification, or
  - 11.8.2. Issue a notice of cessation.

#### Appeal

- 11.9. An employee may appeal in relation to an outcome other than termination under clauses 2.29-2.35, Resolution of Disputes.
- 11.10. An employee who considers that the ANSTO policy on Bullying and Harassment has been breached in this matter, then the mechanisms provided in that policy may be used. For further information, see AP-1029 Maintaining a Workplace Free from Harassment, Bullying or Discrimination.
- 11.11. The avenue for an appeal in relation to the termination of an employee following a PMP will be in accordance with the *Fair Work Act 2009*.

## 12. MISCONDUCT

- 12.1. ANSTO may consider allegations of misconduct, investigate and consider the facts and take disciplinary action if misconduct is substantiated.
- 12.2. Where it is alleged an employee has engaged in misconduct ANSTO will follow procedures to provide natural justice and procedural fairness. Any person subject to a misconduct investigation is able to have a support person present. A support person may be an employee representative.
- 12.3. ANSTO may suspend an employee, with or without pay, for alleged serious misconduct while the matter is being considered and finalised. Alternatively, ANSTO may transfer an employee or reassign them to other duties. The appropriate course of action will be determined following an assessment of risk by ANSTO.
  - 12.3.1. Whilst the suspension is in place, the suspended employee will have an ANSTO point of contact, and will receive regular written confirmation of whether the suspension still stands and an update on the matter (28 working days maximum interval between confirmations).
- 12.4. For further information, see AP-6907 ANSTO Misconduct Procedure.

### Misconduct

- 12.5. Examples of what may constitute misconduct are where an employee:
  - 12.5.1. Wilfully disobeys, disregards or fails to carry out a direction given by a supervisor or duly authorised employee, being a direction with which it is that employees duty to comply;
  - 12.5.2. Has poor patterns of attendance;
  - 12.5.3. Misuses ANSTO resources;
  - 12.5.4. Fails to work in accordance with an ANSTO Policy, Procedure or guideline;
  - 12.5.5. Wilfully disobeys, disregards or fails to carry out a safety direction given by a supervisor or duly authorised employee, being a direction with which it is that employees duty to comply;
  - 12.5.6. Wilfully disobeys, disregards or fails to work in accordance with a safe working instruction, statement or guideline which applies to the work situation in question;
  - 12.5.7. Is negligent, careless or incompetent in the discharge of the employees duty;
  - 12.5.8. Engages in improper conduct that adversely affects the performance of their duties, the duties of others, or that brings ANSTO into disrepute;
  - 12.5.9. Engages in patronage, discrimination or favouritism in relation to the recruitment, advancement or transfer of another employee;

- 12.5.10. Contravenes or fails to comply with a term or condition upon which the employee is employed;
- 12.5.11. Wilfully withholds information or supplies misleading information in an attempt to influence an outcome;
- 12.5.12. Wilfully breaches his or her duty of confidentiality;
- 12.5.13. Wilfully discloses or fails to securely protect the intellectual property of ANSTO; or
- 12.5.14. Wilfully breaches ANSTO's security arrangements.

### **Serious Misconduct**

12.6. Specific matters that are examples of what may constitute serious misconduct are:

- 12.6.1. Refusal to carry out a lawful and reasonable instruction that is consistent with an employee's contract of employment;
- 12.6.2. Wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- 12.6.3. Conduct that constitutes a threat to the health, safety and welfare of other employees in ANSTO or to the general public;
- 12.6.4. Conduct that causes serious and imminent risk to the reputation, viability or profitability of ANSTO;
- 12.6.5. Conduct leading to a serious breach of security;
- 12.6.6. In the course of employment the employee engages in theft, fraud or assault;
- 12.6.7. Being intoxicated at work;
- 12.6.8. Sexual and other forms of proscribed harassment;
- 12.6.9. Inappropriate use of ANSTO facilities/equipment; or
- 12.6.10. The employee is convicted of a criminal offence or is under investigation where it is alleged that the employee has committed a criminal offence. This applies where the criminal offence relates to the nature of the employees duties or to ongoing employment with ANSTO, the extent the behaviour has adversely affected the employee's position in the workplace or the impact on the agency's integrity and good reputation.

### **Investigation**

12.7. Where an employee is alleged to have engaged in misconduct or serious misconduct, the following process will be followed promptly and confidentially. For more information, see AP-6907 ANSTO Misconduct Procedure.

- 12.7.1. Initial review: Where a matter of alleged misconduct or serious misconduct is raised, the appropriate manager, supervisor, or other ANSTO nominated person collects all readily available information to identify the credibility, nature and seriousness of the claim; including discussing the allegation/s with the employee to get their version of events. ANSTO may determine that the initial review is not required in allegations of serious misconduct which warrant immediate formal investigation (12.7.2).
  - 12.7.1.1. If the initial review indicates that the matter does not involve substantiated misconduct, the outcome will be documented and no action taken.
  - 12.7.1.2. If the initial review finds that misconduct is substantiated, and it is determined that the appropriate penalty is coaching, guidance, counselling, admonishment/reprimand or warning, the employee will be provided the details of the alleged misconduct and proposed penalty and provided the opportunity to respond. The proposed penalty may then be imposed.
  - 12.7.1.3. If the facts of the alleged misconduct are unclear, or warrant a penalty more serious than admonishment/reprimand or the matter involves serious misconduct; a formal investigation must be instituted. The employee will be provided written advice of the allegation/s, the scope of the investigation and investigation process.
- 12.7.2. Investigation: An independent investigator (internal or external) will collect and analyse relevant information to the alleged misconduct or serious misconduct and report on the findings. ANSTO will provide the employee with the investigation report and the employee will be given an opportunity to respond. An Investigation may not be required if an employee admits to the alleged misconduct and this is supported by the evidence.
- 12.7.3. Evaluation: The appropriate manager /supervisor, or other ANSTO nominated person, after considering the facts of the investigation, the investigators report, and the employees response may determine if the alleged misconduct is substantiated or not.
- 12.7.4. Action: On the basis of the evaluation, the manager/supervisor, or other ANSTO nominated person, will determine what the recommended action will be. The action could include:
  - 12.7.4.1. Where there is insufficient substance to the allegation/claim, or the employee is shown not to have engaged in misconduct; the employee will be formally advised and no further action will occur; or
  - 12.7.4.2. Where it is more probable than not that misconduct has occurred, the appropriate penalty outlined in clause 12.9 may be applied. In this case the employee will receive written notice outlining the nature of the allegation(s) of misconduct or serious misconduct and the recommended penalty. The employee will be given an opportunity to respond to the recommended penalty prior to a decision being made to impose the penalty.

12.8. A confidential file containing the investigation report and relevant supplementary information and communications will be kept until the employee ceases employment.

### **Application of Penalties**

12.9. The appropriate level of penalty will be determined based on the circumstances and nature of the misconduct. Where misconduct or serious misconduct is substantiated, ANSTO may apply a range of penalties including:

- 12.9.1. Counselling;
- 12.9.2. Warning;
- 12.9.3. Admonishment/ reprimand;
- 12.9.4. Re-assignment of duties;
- 12.9.5. Reduction in salary;
- 12.9.6. Reduction in classification;
- 12.9.7. Termination of employment.

12.10. An outcome of dismissal is to be processed in accordance with clauses 3.33-3.39 (Cessation of Employment) of this agreement.

12.11. Where it has been established to the satisfaction of ANSTO that an employee has been guilty of serious misconduct, ANSTO may summarily dismiss without notice.

### **Appeal**

12.12. There are mechanisms available to appeal an outcome under this clause. For further information, see AP-6907 ANSTO Misconduct Procedure.

- 12.12.1. If the matter is unresolved, then there will be a review and decision by the Chief Executive. The Chief Executive may decide to appoint an external mediator to make a recommendation on the matter.
- 12.12.2. An employee may bring an action under the *Fair Work Act 2009* in respect of termination of employment.
- 12.12.3. Nothing in this agreement prevents ANSTO from terminating an officer without notice for serious misconduct in accordance with the *Fair Work Act 2009*.

## 13. REDEPLOYMENT, RETRAINING, REDUNDANCY (RRR)

### Workplace changes and ANSTO's obligations

- 13.1. For the efficient operation of the organisation, ANSTO may undertake workplace changes to programs, operations, or the organisational, technological or structural environment. These changes may give rise to a situation where an employee or group of employees are excess to the requirements of the organisation.
- 13.2. ANSTO acknowledges that, where these changes occur, it has an obligation to examine, in the first instance, redeployment and retraining of the employees affected.
- 13.3. An employee is an excess employee if ANSTO no longer requires the job the employee has been doing to be done by anyone at ANSTO. This may include situations where:
  - 13.3.1. ANSTO has no on-going requirement for the role;
  - 13.3.2. The work no longer needs to be done;
  - 13.3.3. The amount of work is reduced and subsequently is re-organised / re-allocated amongst fewer employees;
  - 13.3.4. The duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the different locality and the Chief Executive has determined that the provisions of this clause apply to that employee;
  - 13.3.5. ANSTO is outsourcing;
  - 13.3.6. Reduction in staff numbers is a consequence of budget changes;
  - 13.3.7. Where fewer staff are required for the efficient and economical working of ANSTO;
  - 13.3.8. The services of the employee cannot be effectively used because of technological or other changes in the work methods of ANSTO or changes in the nature, extent or organisation of the functions of ANSTO;
  - 13.3.9. A change occurs in ANSTO's business unit(s) which requires a reduction in staff numbers.
- 13.4. Restructuring should not be used in lieu of performance management or to artificially create a situation where an individual becomes excess.
- 13.5. The organisation may offer retraining to an employee into a suitable position within the organisation without entering the redundancy process. Such training will be supported by ANSTO.
- 13.6. Where an employee refuses to accept relevant training / retraining, or fails to complete such training to the required standard, then the consequences of such a situation may have effects on the employees continuing employment which activate the provisions of this clause.



## Eligibility

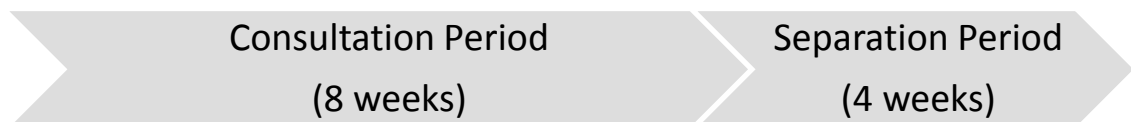
13.7. An Employee will not be eligible for the Redundancy Process or any benefits if the employee is:

- 13.7.1. On employment probation;
- 13.7.2. Employed continuously for less than 12 months;
- 13.7.3. Engaged on a casual basis;
- 13.7.4. Engaged on a temporary basis; or
- 13.7.5. Engaged as an apprentice.

## Redundancy Process

13.8. For further information, see the AP-6910 ANSTO Redeployment, Retraining and Redundancy Procedure

13.9. The redundancy process is a staged process as set out in the Process map below:



13.10. Payment for a notice period (min 4 weeks) is also provided for in clause 13.32-13.33.

## Consultation Period

13.11. Commences upon an employee being identified as potentially excess.

13.12. The primary focus of this period is retaining the employee within ANSTO. A Case Manager will be assigned for this purpose.

13.13. Where decisions or proposals are made involving potential employee redundancy issues, the affected employee(s) will be informed that they are potentially excess and given the opportunity to involve their chosen representatives as required. Employee representatives or unions will be notified immediately after the affected employee(s).

13.13.1. Where there is a potential redundancy situation and there are a number of employees undertaking the same work, then all such employees will be invited to express interest in retrenchment.

13.13.2. Where fewer roles are potentially available for existing staff, then the relevant roles in the affected work area/s will be advertised in order that the staff in question have the same opportunity for selection. Selection will be in accordance with merit based selection. For further information, see AP-1391 Recruitment and Selection Handbook.

13.13.3. ANSTO at its discretion will notify other employees in suitable positions of their eligibility for redundancy substitution. Final approval for substitution will be at ANSTO's discretion.

13.14. During the consultation period, ANSTO will not advance the recruitment process to fill any suitable vacancy until it has been considered for redeployment and/or retraining of the potentially excess employee(s).

13.15. Suitable positions:

13.15.1. include potential roles which may arise from the project planning process, forecast retirements, vacant roles, positions currently under recruitment action and/or other changes from the annual assessment process where appropriate;

13.15.2. for redeployment, are at the same band level or lower than the position of the affected employee, and are a close match for the employees skills, qualifications and/or experience;

13.15.3. for retraining, are at the same band level or lower than the position of the affected employee, and upon undertaking a reasonable training program, the employee could meet the qualifications, experience and skills in order to be effective in the position within a reasonable timeframe and cost. There is a general expectation that reasonable retraining is completed within 3 (three) months of commencement into the position.

13.16. Over the course of the Consultation period, discussions with affected staff and their chosen representatives will cover the following information:

13.16.1. The reasons ANSTO considers employees are likely to be excess to requirements;

13.16.2. The number and roles of the employees likely to be excess;

13.16.3. Any likely effect on remaining employees;

13.16.4. Measures that were considered or might be taken to remove or reduce the incidence of employees becoming excess;

13.16.5. Redeployment/retraining prospects for the employees concerned;

13.16.6. The method of identifying employees as excess, having regard to the efficient and economical working of the ANSTO and the relative efficiency of employees;

13.16.7. Potential roles which may arise from the project planning process, forecast retirements, vacant roles and/or other structural changes where appropriate.

13.17. When a suitable position is identified by the Case Manager, the affected employee may be redeployed to the position.

13.17.1. Where multiple suitable positions are available, preference will be given to the affected employee for a period of 1 week.

- 13.17.2. Where there are multiple affected employees eligible for redeployment into an identified suitable position, selection will be in accordance with merit based selection. For further information, see AP-1391 Recruitment and Selection Handbook.
- 13.18. Upon successful redeployment into an alternative position the employee will exit the Redundancy process from the effective date of their new position. This redeployment must be made during the Consultation period, unless an employee has sought to activate the retention period at Clauses 13.44-13.46.
- 13.19. Where an employee is redeployed to a role at a lower level, that employee's salary will be maintained at its current level for a minimum period of nine months, with the nine month period commencing at the end of the Consultation period.
- 13.19.1. Unions undertake that the maintenance of salary for the purposes of this clause shall not be used as a precedent for salary maintenance in relation to any other circumstance arising out of this agreement.
- 13.20. During the Consultation period, no employee will be invited to accept redundancy, nor be advised in writing, that he or she is formally excess to ANSTO's requirements unless there is mutual agreement.
- 13.21. An employee may request to be made redundant at any time during Stage 1, if agreed to by ANSTO, the employee may nominate a cessation date. Any unused portion of the Separation period is eligible to be paid out to the employee.
- 13.22. The Consultation period ceases when the affected employee is successfully redeployed into a suitable position, or at the end of eight weeks.

### **Separation Period**

- 13.23. If a suitable redeployment is not found during the Consultation Period, the employee will be notified in writing that they are excess to the organisation and has a four week Separation period in which to nominate a cessation date.
- 13.24. If the cessation date occurs during the Separation period, the un-used portion is eligible to be paid out to the employee.
- 13.25. If the employee does not nominate a cessation date, the cessation date will be the last day of the Separation period.
- 13.25.1. The exception to this is where an employee elects to work all or part of their notice period instead of receiving this as a payment. The employee must advise ANSTO in this case and elect an appropriate cessation date prior to the end of the Separation period.
- 13.26. During this period, an employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- 13.27. Where expenses to attend interviews are not met by the prospective employer, the employee may be entitled to some travel and incidental expenses as agreed in advance on a case by case basis.

13.28. At any time during the Separation Period the employee may elect to activate the retention provision in clauses 13.44 – 13.46.

### Redundancy Payments

13.29. Employees will be entitled to a total maximum payment of 56 weeks made up of the following:

#### Payment for Separation Period

13.30. Up to four weeks payment in lieu of unexpired Separation Period is eligible to be paid to employees who cease during this period.

13.31. The payments in-lieu of the Separation Period are conditional upon the employee ceasing employment on a date within the timeframe as specified in clauses 13.23-13.24.

#### Payment for Notice Period

13.32. For the purposes of redundancy only, all eligible employees regardless of years of service will be entitled to up to four weeks' pay in lieu of a Notice Period.

13.33. The above notice period is increased by 1 week if the employee is over 45 years old and has completed at least 5 years of continuous service with ANSTO at the end of the day the notice is given.

13.34. Employees who elect to work their notice period under clause 13.25.1 only receive payment for any unworked portion of the notice period.

#### Severance Payment

13.35. Entitlement to severance payment will be as follows:

<b>Period of service as per clauses 13.38-13.39</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
4 years of service or more	2 weeks salary for each completed year of continuous service plus a pro rata payment for completed months of service, since the last completed year of service.

13.36. Severance payment is capped at 48 weeks' salary, i.e. for an employee with 24 years of service or greater.

## Calculation of Payments

### Pro rata Entitlement

13.37. Redundancy pay will be calculated on a pro rata basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.

### Period of Service for Redundancy Purposes

13.38. For the purpose of calculating an entitlement, "service" means:

13.38.1. Service as an ANSTO employee;

13.38.2. Service in a Commonwealth agency or Department;

13.38.3. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;

13.38.4. Service with the ADF where such service as is recognised for long service leave purposes.

13.39. Any period of service, which ceased in any of the following ways, will not count as service for redundancy pay purposes:

13.39.1. Retrenchment;

13.39.2. Retirement on grounds of invalidity;

13.39.3. Inefficiency or loss of qualifications;

13.39.4. Forfeiture of office;

13.39.5. Dismissal;

13.39.6. Termination of probation appointment for reasons of unsatisfactory service; or

13.39.7. Voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit.

### Earlier Periods of Service

13.40. For earlier periods of service to count, there must be no breaks between the periods, except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee, before ceasing employment with the preceding employer.

### Absences during a period of service

13.41. Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

## **Rate of Payment - Redundancy Pay**

13.42. Any entitlement calculated under clause 13.29 will include:

- 13.42.1. Salary: the employees full time salary, adjusted on a pro rata basis for periods of part time service;
- 13.42.2. Allowances: for an allowance to be included as salary for redundancy pay purposes it will have been paid during periods of annual leave and on a regular basis and not be a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty; and
- 13.42.3. Shift penalties: these are to be included in salary where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to receive the weekly average of the penalties payable over the 12 months immediately prior to the date on which the employee is given notice of termination included as salary.

## **Staff Support Services**

13.43. ANSTO will facilitate the provision of personal and financial advice, as requested, to excess staff via relevant external providers. These are assessed on a case-by-case basis. For further information, see AP-6910 Retraining, Redeployment and Redundancy Procedure.

## **Retention Period**

13.44. An excess employee, with more than three years' service, may seek to activate this retention provision at any time during the Separation period.

13.45. An excess employee may elect to be retained in employment for a specified period not greater than that for which they would have received a redundancy payment. The period can be made up of unexpired Separation period, notice period and severance pay.

13.46. The minimum redundancy pay period required by the NES is ineligible to be used in the retention period.

### **During the Retention Period**

13.47. ANSTO will continue to take reasonable steps to find a suitable position for the excess employee.

13.48. Where a vacancy arises during the retention period, the excess employee will be considered for the role prior to it being advertised. The employee will be considered suitable, where with appropriate training and a reasonable period in the role (three months) they can perform the work effectively.

#### Conclusion of the Retention Period

13.49. Where an employee remains excess at the expiration of the retention period, they will cease employment and receive a redundancy payment consisting of the minimum amount required by the NES only.

#### Employee Nominated Cessation during Retention Period

13.50. Employees who have elected to be retained in employment may, at any time in the retention period, make application to management for approval, to have the unexpired portion of their retention period paid as a redundancy payment and cease employment.

## 14. APPENDIX 1

### Salary Tables

Band	Level	Pre-agreement	Agreement Commencement *	Agreement 1 <sup>st</sup> anniversary *	Agreement 2 <sup>nd</sup> anniversary*
1	Level 1	\$44,288	\$45,174	\$46,077	\$46,999
	Level 2	\$45,583	\$46,495	\$47,425	\$48,374
	Level 3	\$46,915	\$47,853	\$48,810	\$49,786
	Level 4	\$48,270	\$49,235	\$50,220	\$51,224
	Level 5	\$49,694	\$50,688	\$51,702	\$52,736
2	Level 1	\$51,138	\$52,161	\$53,204	\$54,268
	Level 2	\$52,636	\$53,689	\$54,763	\$55,858
	Level 3	\$54,172	\$55,255	\$56,360	\$57,487
	Level 4	\$55,760	\$56,875	\$58,013	\$59,173
	Level 5	\$57,402	\$58,550	\$59,721	\$60,915
3	Level 1	\$61,587	\$62,819	\$64,075	\$65,357
	Level 2	\$63,394	\$64,662	\$65,955	\$67,274
	Level 3	\$65,260	\$66,565	\$67,896	\$69,254
	Level 4	\$67,173	\$68,516	\$69,886	\$71,284
	Level 5	\$69,152	\$70,535	\$71,946	\$73,385
4	Level 1	\$71,193	\$72,617	\$74,069	\$75,550
	Level 2	\$73,286	\$74,752	\$76,247	\$77,772
	Level 3	\$75,446	\$76,955	\$78,494	\$80,064
	Level 4	\$77,674	\$79,227	\$80,812	\$82,428
	Level 5	\$79,971	\$81,570	\$83,201	\$84,865
5	Level 1	\$82,327	\$83,974	\$85,653	\$87,366
	Level 2	\$84,752	\$86,447	\$88,176	\$89,940
	Level 3	\$87,257	\$89,002	\$90,782	\$92,598
	Level 4	\$89,841	\$91,638	\$93,471	\$95,340
	Level 5	\$92,430	\$94,279	\$96,165	\$98,088
6	Level 1	\$98,061	\$100,022	\$102,022	\$104,062
	Level 2	\$100,959	\$102,978	\$105,038	\$107,139
	Level 3	\$103,954	\$106,033	\$108,154	\$110,317
	Level 4	\$106,944	\$109,083	\$111,265	\$113,490
	Level 5	\$110,023	\$112,223	\$114,467	\$116,756



Band	Level	Pre-agreement	Agreement Commencement *	Agreement 1 <sup>st</sup> anniversary *	Agreement 2 <sup>nd</sup> anniversary *
7	Level 1	\$113,479	\$115,749	\$118,064	\$120,425
	Level 2	\$116,835	\$119,172	\$121,555	\$123,986
	Level 3	\$120,307	\$122,713	\$125,167	\$127,670
	Level 4	\$123,322	\$125,788	\$128,304	\$130,870
	Level 5	\$127,021	\$129,561	\$132,152	\$134,795
8	Level 1	\$131,343	\$133,970	\$136,649	\$139,382
	Level 2	\$135,885	\$138,603	\$141,375	\$144,203
	Level 3	\$139,925	\$142,724	\$145,578	\$148,490
	Level 4	\$144,084	\$146,966	\$149,905	\$152,903
	Level 5	\$147,671	\$150,624	\$153,636	\$156,709
9	Level 1	\$147,671	\$150,624	\$153,636	\$156,709
	Level 2		0	0	0
	Level 3		0	0	0
	Level 4		0	0	0
	Level 5	\$192,289	\$196,135	\$200,058	\$204,059
10	Level 1	\$198,018	\$201,978	\$206,018	\$210,138
	Level 2		0	0	0
	Level 3		0	0	0
	Level 4		0	0	0
	Level 5	\$229,357	\$233,944	\$238,623	\$243,395

\* See clause 6.4 for detail of payment dates.

## 15. APPENDIX 2

References to the following policies are reference to the policy as renamed, varied, supplemented or replaced from time to time.

AR-2154	Process for Consulting on Employee Related Documents
AP-1641	Probation Procedure
AP-2788	Band 9-10 Advancement procedure
AP-1391	Recruitment and Selection Handbook
AP-2783	Linked Position Procedure
AP-2784	Position Reclassification Procedure
AP-6904	APEA Guidelines
AG-6741	Reward and Recognition Guideline
AR-2271	RMSI Assessment Process
AP-6901	ANSTO Performance Management Process procedure
AP-1029	Maintaining a Workplace Free from Harassment, Bullying or Discrimination
AP-6907	ANSTO Misconduct Procedure
AP-6910	ANSTO Redeployment, Retraining and Redundancy Procedure